

**SAME DAY NOTIFICATION REQUESTED  
AUTOMATIC CICA STAY – WITHHOLDING OF AWARD APPLIES**

July 9, 2021

**VIA ELECTRONIC PROTEST DOCKETING SYSTEM (EPDS)**

General Counsel  
Government Accountability Office  
441 G Street, NW  
Washington, DC 20548

Attention: Procurement Law Control Group

**Re: Protest of AgilisTEK LLC  
Under National Institutes of Health  
Request for Proposal No. 75N98121R00001**

Dear Sir or Madam:

AgilisTEK LLC (“AgilisTEK”) submits this pre-award protest to challenge the terms of Request for Proposal No. 75N98121R00001 (“RFP”) issued by the National Institutes of Health, Information Technology Acquisition and Assessment Center (“NITAAC”).

**I. THE PARTIES TO THIS PROTEST**

The protestor, AgilisTEK, is located at 6710A Rockledge Dr Ste 400, Bethesda, MD 20817-2847. AgilisTEK is

AgilisTEK’s counsel for this protest is Squire Patton Boggs (US) LLP, which is located at 2550 M Street NW, Washington, DC 20037. Squire Patton Boggs’ main telephone number is (202) 457-6000 and main facsimile number is (202) 457-6315. Below are the names of the primary attorneys and their respective contact information:

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Below is the name of the contracting officer for this procurement, along with her contact information:

Rose Schultz, Procuring Contracting Officer  
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Information Technology Acquisition and Assessment Center (NITAAC)  
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Rockville, MD 20852  
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## II. INTERESTED PARTY STATUS

AgilisTEK is a prospective offeror under the RFP whose direct economic interest would be affected by the award of a contract or by the failure to receive an award. AgilisTEK is thus an “interested party” entitled to bring this protest under 4 C.F.R. §21.0(a)(1).

## III. TIMELINESS OF PROTEST AND WITHHOLDING OF AWARD

The deadline to submit offers under the RFP is July 23, 2021. Because AgilisTEK files this protest before the time set for receipt of initial proposals, the protest is timely under 4 C.F.R. §21.2(a)(1).

Because AgilisTEK files this protest before award, the NITAAC must withhold award under 31 U.S.C. 3553(c)(1) and 4 C.F.R. §21.6. AgilisTEK requests that GAO immediately notify the Agency of this protest.

## IV. STATEMENT OF GROUNDS OF PROTEST

AgilisTEK’s grounds of protest are as follows:

1. The RFP improperly requires the protégé member of any mentor-protégé joint venture offeror to meet the same experience requirements as all other offerors (and limits the government’s consideration of corporate experience of the mentor to a single example for each RFP task area), in violation of SBA regulations.
2. The RFP contains patent ambiguities that prevents offerors from competing intelligently and on a relatively equal and common basis.



## V. FACTUAL BACKGROUND

NITAAC issued the Chief Information Officer-Solutions and Partners (CIO-SP4) RFP on May 25, 2021. The procurement is intended to provide information technology (IT) solutions and services related to health, biomedical, scientific, administrative, operational, managerial, and information systems requirements, including general IT services because medical systems are increasingly integrated within a broader IT architecture. (Ex. 1, RFP Amend. 5 at § A.1.) According to NITAAC, the goals of the contract are to provide government agencies a mechanism for quick ordering of IT solutions and services at fair and reasonable prices, to give qualified small businesses a greater opportunity to participate in these requirements and give government agencies a mechanism to help meet their socio-economic contracting goals. (*Id.*)

Following release of the RFP, the agency issued five amendments, with amendment 5 being issued July 2, 2021. (*Id.*, Amend. 5 Cover Letter.) The RFP, as amended, contemplates awarding between 75 and 125 indefinite delivery indefinite quantity contracts under the unrestricted portion and another 230 to 375 under the small business track. (*Id.*, RFP Amend. 5 at § L.2.)

The procurement involves a three-phase evaluation process. (*Id.* at § M.1.) In phase I, the agency validates offerors' self-scoring sheets, and only the highest rated offers will advance to phase II. (*Id.* at § M.2.) During phase II, the agency verifies for completeness and accuracy the required documentation under the go/no-go requirements and representations and certifications. (*Id.* at § M.3.) Failure to meet any of the no-go requirements eliminates the offeror from the competition. (*Id.*) For those offers that advance to phase III, the agency will evaluate the written proposal against the non-price and price factors. (*Id.* at § M.4.) Awards will be made to those offerors whose proposals represent the best value after evaluation under phase III. (*Id.* at § M.1.)

According to the RFP, "[p]otential offerors may form a CTA or a mentor-protégé arrangement that has been approved by the Small Business Administration." (Ex. 1, RFP Amend. 5 at § L.3.7.) NITACC further clarified that it will accept offers from the two types of Contractor Team Arrangements ("CTAs") defined in FAR 9.601:

- 9.601(1): Two or more companies form a partnership or joint venture to act as a potential prime contractor. This type of CTA will receive one contract award (for all members of the CTA).
- 9.601(2): A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified government contract or acquisition program.

(*Id.* at § L.3.7.1.) For a FAR 9.601(1) CTA "[t]o be considered a small business, the other members of the CTA must all be small businesses, some other socioeconomic category of a small business, or an other than small business that has an SBA-approved mentor-protégé agreement with the eligible socio-economic business whose status the CTA is relying upon to compete for award." (*Id.* at § L.3.7.2(11).)

The RFP does not require offerors forming a FAR 9.601(2) CTA to submit documentation regarding the prime/subcontractor relationship or the qualifications of proposed subcontractors. (Ex. 1, RFP Amend. 5 at § L.3.7.3.)



In the instructions “regarding mentor-protégé arrangements,” the RFP requires offers to include a copy of the SBA-approved mentor-protégé agreement. (*Id.* at § L.3.7.4.)

As noted, phase I focuses on the self-scoring sheet offerors submit, with only the highest scoring offerors proceeding forward in the procurement. (*Id.* at §§ L.4, M.2.) Section L.5.2 outlines the instructions on how to complete the self-scoring sheet for “corporate experience,” “leading edge technology experience,” and “federal multiple award experience.” (*Id.* at § L.5.2.)

An offeror must provide corporate experience for each task area the offeror is proposing, for a maximum of 30 examples and no more than three examples per task area. (*Id.* at § L.5.2.1.) An offeror also may provide up to three examples of leading-edge technology experience (*e.g.*, cyber security, agile project management/coaching, machine learning, artificial intelligence, cloud), up to three examples of federal multiple award contracts or agreements, and up to three examples of projects that directly support HBCUs in accordance with Executive Order 13779. (*Id.* at §§ L.5.2.2, L.5.2.3, L.5.2.4.) The points awarded per example within each of the first three categories depends on the dollar value of the federal contract/agreement. (*Id.*) All experience examples must be from the last three years before the proposal deadline, and “may come from members of an offeror’s CTA / JV, and/or Mentor-Protégé as identified in section L.3.7.” (*Id.*) The agency will consider “work done by each partner or member of the contractor team arrangement,” but for “mentor-protégé arrangements, large business is limited to one [corporate experience] example for each task area,” “one [leading edge technology] example,” “one [federal multiple award experience] example,” and “one [Executive Order 13779] example. (*Id.*)

There are 10,000 possible points on the self-scoring sheet, 7,800 of which are available under the corporate, leading edge technology, federal multiple award experience, and Executive Order 13779 categories. (Ex. 2, J.5 Self-Scoring Sheet.)

Concerning the evaluation of CTAs, the RFP provides that the agency “will consider all members of a FAR 9.601(1) CTA for purposes of evaluation under the contract, provided that the Offeror submits a full and complete copy of the document establishing the CTA relationship containing at least the minimum information required by the solicitation closing date.” (Ex. 1, RFP Amend. 5 at § M.1.1.)

Amendment 4 eliminated the following language that first appeared in Amendment 3: “The Government will not consider the members of a “Contract Team Arrangement” defined under FAR 9.601(2) for evaluation purposes for the contract except in the limited context of evaluating an Offeror’s proposal under paragraph L.5.6.2, Resources.” (Ex. 2, RFP Amend. 4 Redline at § M.1.1.)

Following the release of Amendment 4, [REDACTED]

(Ex. 3.)

NITAAC released Amendment 5 on July 2, 2021. (Ex. 1, RFP Amend. 5.) Amendment 5 did not address [REDACTED]. The cover letter stated:

[REDACTED]

There has been a lot of concern from potential offerors regarding several aspects of the CIO-SP4 solicitation. Below are some areas of concern that NITAAC wishes to address directly and some result in changes that are included in amendment 0005:

. . . There is a concern that the limitation on the amount of experience credit that large businesses can provide in mentor-protégé partnerships is not applied equally to all Contractor Teaming Arrangements (CTAs). However, per the instructions in the solicitation, any vendors entering a CTA, as defined under FAR 9.601(1) that want to be considered for small business set-asides, can only do so if members of the CTA are small. Please review section L.3.7.2.(11) and (12) for additional information.

(*Id.*, Amend. 5 Cover Letter.) Contrary to the agency's paraphrasing of section L.3.7.2.(11) and (12), however, both paragraphs contemplate a FAR 9.601(1) CTA being considered for small-business set-asides even if composed of a large business; provided, there is an SBA-approved mentor-protégé agreement.

The deadline for submitting proposals is July 23, 2021 at 2:00 pm Eastern. (Ex. 1, RFP Amend. 5 at § L.4.)

## VI. GROUNDS OF PROTEST

### A. **The RFP improperly requires the protégé member of any mentor-protégé joint venture offeror to meet the same experience requirements as all other offerors, in violation of SBA regulations.**

Only the highest rated offerors advance beyond phase I of the competition. Seventy-eight percent of the total possible points on the self-scoring sheet concern the examples provided by the offeror for corporate experience, leading edge technology experience, and federal multiple award experience. (Ex. 2, J.5 Self-Scoring Sheet.) For corporate experience, offerors may submit up to three examples for each of task area, for 30 total corporate experience examples. (Ex. 1, RFP Amend. 5 at § L.5.2.1.) For each of the other three categories—leading-edge technology, federal multiple award, and EO13779—each offeror may submit up to three examples. (*Id.* at §§ L.5.2.2, L.5.2.3, L.5.2.4.)

The RFP allows the experience examples to “come from members of an offeror's CTA/JV, and/or Mentor-Protégé,” and further provides that the agency will consider “work done by each partner or member of the contractor teaming arrangement.” (*Id.* at §§ L.5.2.1, L.5.2.2, L.5.2.3, L.5.2.4.)

For SBA-approved mentor-protégé arrangements involving a large business mentor, however, the RFP limits the large business mentor to one corporate experience example for each task area, “one leading edge technology example, one federal multiple award experience example, and one EO13779.” (*Id.*) Put differently, the protégé small business, to maximize its score in phase I, must provide two corporate experience examples for each of the 10 task areas and two experiences in each of the leading edge technology, federal multiple award contract, and Executive Order 13779 categories. But such a requirement does not apply to other offerors. For example, a small business offeror submitting an offer under a FAR 9.601(1) joint venture or SBA-

approved mentor-protégé agreement in which all members are small businesses may submit zero or one of the three relevant examples. The same applies to a small business offeror submitting an offer under a FAR 9.601(2) contract team agreement in which the small business prime offeror subcontracts with large businesses.

Because the protégé member of any joint venture is required to meet the same requirements applicable to all other offerors, this RFP terms violates SBA's regulations. The specific regulation provides:

When evaluating the capabilities, past performance, experience, business systems and certifications of an entity submitting an offer for a contract set aside or reserved for small business as a joint venture established pursuant to this section [which includes mentor-protégé joint ventures], a procuring activity must consider work done and qualifications held individually by each partner to the joint venture as well as any work done by the joint venture itself previously. **A procuring activity may not require the protégé firm to individually meet the same evaluation or responsibility criteria as that required of other offerors generally.** The partners to the joint venture in the aggregate must demonstrate the past performance, experience, business systems and certifications necessary to perform the contract.

13 C.F.R. § 125.8(e) (emphasis added).

This office recently sustained a protest under nearly identical circumstances. See *Innovate Now, LLC*, B-419546, Apr. 26, 2021, 2021 Comp. Gen. LEXIS 86, at \*3-9. In resolving the *Innovate Now* protest, GAO explained:

The plain language of the regulation is clear; a procuring agency may not require a protégé firm to individually meet the same evaluation requirements as those imposed on other offerors. Here, the RFP violates this express prohibition. All offerors—including the protégé member of a mentor-protégé joint venture—must meet exactly the same evaluation requirements. Each firm—including the protégé firm—must submit at least one work sample demonstrating that they have previously performed a cost-reimbursement type federal government contract as the prime contractor for a period of at least six months during the last five years, and the firm must have been rated at least satisfactory under the enumerated areas of consideration.

*Id.* at \*5.

Reinforcing GAO's decision was the SBA's comments accompanying publication of the final rule:

SBA understands the concern that some procuring activities have required unreasonable requirements of protégé small business partners to mentor-protégé joint ventures. SBA's rules require a small business protégé to have some experience in the type of work to be performed under the contract. However, it is unreasonable to require the protégé concern itself to have the same level of past performance and experience (either in dollar value or number of previous contracts

performed, years of performance, or otherwise) as its large business mentor. The reason that any small business joint ventures with another business entity . . . is because it cannot meet all performance requirements by itself and seeks to gain experience through the help of its joint venture partner.

\* \* \*

The joint venture should be a tool to enable it [the protégé firm] to win and perform a contract in an area that it has some experience but that it could not have won on its own.

*Id.* at \*6-7; *see also* 85 Fed. Reg. 66146, 66167-68 (Oct. 16, 2020).

GAO also solicited the views of SBA in *Innovate Now*. SBA agreed with GAO's conclusion that the types of terms the protestor in *Innovate Now* challenged and that AgilisTEK challenges now "improperly requires that which is prohibited under the regulation." *Innovate Now*, 2021 Comp. Gen. LEXIS 86 at \*7. As SBA explained:

SBA regulations at 13 C.F.R. § 125.8(e) prohibit an agency from applying the same experience requirements to protégés as other offerors generally. This requirement does not mandate a particular level or type of experience and provides agencies with the flexibility to determine the appropriate criteria, with the understanding that protégés must be held to a different experience standard from mentors and other offerors.

*Id.* at \*6-7.

Here, the RFP does not merely hold protégés, [REDACTED] to the same standard as mentors and other offerors, it holds protégés to a **higher** standard. This is particularly pernicious given the need to maximize the submission of experiences to ensure a high enough score to continue in the procurement. The RFP restrictions, as applied to the large business mentors, impact protégés in a mentor-protégé arrangement involving a large business mentor and violate 13 C.F.R. § 125.8(e). GAO should sustain the protest and recommend that the agency revise the proposal to be consistent with the regulation.

**B. The RFP contains patent ambiguities that prevents offerors from competing intelligently and on a relatively equal and common basis.**

In preparing a solicitation, a contracting agency is generally required to specify its needs and solicit offers in a manner designed to achieve full and open competition, so that all responsible sources are permitted to compete. 41 U.S.C. § 3306(a)(1)(A) (2012). A solicitation, moreover, must contain sufficient information to enable offerors to compete intelligently and on a relatively equal basis. *DocMagic, Inc.*, B-415702, B-415702.2, Feb. 16, 2018, 2018 CPD ¶96 at 3; *Verizon Bus. Network Servs., Inc.*, B-418331.3 *et al.*, July 10, 2020, 2020 CPD ¶235 at 11.

An ambiguity exists where two or more reasonable interpretations of the solicitation are possible. *Office Design Group*, B-415411, Jan. 3, 2018, 2018 CPD ¶43 at 5; *Colt Def., LLC*, B-406696, July 24, 2012, 2012 CPD ¶302 at 8. An obvious, gross, or glaring error in the solicitation is a patent

[REDACTED]

ambiguity, which must be protested before the closing time for receipt of proposals to be considered timely. *RELI Group, Inc.*, B-412380, Jan. 28, 2016, 2016 CPD ¶51 at 6; 4 C.F.R. § 21.2(a)(1).

The RFP contains several obvious (*i.e.*, patent) ambiguities.

First, on the one hand, Amendment 3 states that the agency *will* consider all members of a FAR 9.601(1) CTA for purposes of evaluation. (Ex. 2, RFP Amend. 4 Redline at § M.1.1.) On the other hand, Amendment 3 specifically notes the agency *will not* consider the members of a FAR 9.601(2) CTA for purposes of evaluation (except for evaluating resources proposed under Factor 2: Management). (*Id.* at § M.1.1 (showing strikethrough of language from Amend. 3).) Amendment 4 did remove the language about not considering members of a FAR 9.601(2) CTA for evaluation purposes. (*Id.*) As modified, however, Section M.1.1 provides only that the Government will consider all members of a FAR 9.602(1) CTA but is silent about FAR 9.601(2) CTAs. (*Id.*; see also Ex. 1, RFP Amend. 5 at § M.1.1.) AgilisTEK submits that given the language deletion and stated purpose of Amendment 4—removing language “that may impede an offeror from utilizing first tier subcontractors”—a reasonable interpretation of the RFP is that the agency will consider all members of a FAR 9.601(1) and FAR 9.601(2) CTA for evaluation purposes. [REDACTED]

[REDACTED]<sup>1</sup> The RFP is therefore ambiguous about whether the agency will in fact consider all members of a FAR 9.601(2) CTA for purposes of evaluation.

Second, the RFP provides that an offer submitted under a FAR 9.601(1) CTA will be considered a small business under two circumstances:

- (1) the other members of the CTA are small businesses, some other socioeconomic category of a small business, or
- (2) an other than small business that has an SBA-approved mentor-protégé agreement with the eligible socio-economic business whose status the CTA is relying upon to compete for an award.

(Ex. 1, RFP Amend. 5 at § L.3.7.2(11).) The RFP also permits offers submitted under a FAR 9.601(2) CTA. (*Id.* at § L.3.7.1.) It is unclear from the RFP, however, if a FAR 9.601(2) CTA is subject to the same restrictions as that applicable to a FAR 9.601(1) CTA to be considered a small business. [REDACTED]<sup>2</sup>

The RFP is thus ambiguous about the circumstances in which a FAR 9.601(2) CTA responding to the RFP will be considered a small business.

Third, section L.3.7 permits potential offerors to form a CTA or a mentor-protégé arrangement that has been approved by SBA. (*Id.* at § L.3.7.) While section L.3.7.2 allows a FAR 9.601(1)

<sup>1</sup> As previously indicated in this protest, NITAAC likely [REDACTED]. Amendment 5 did not provide any clarification regarding this issue, declaring that a 9.601(1) CTA can only be small if all members are small while directing offerors to look at L.3.7.2.(11), which contradicts this paraphrasing by stating that a CTA can be considered small even with a large member if there is an SBA-approved mentor-protégé agreement.

<sup>2</sup> See footnote 1.

[REDACTED]

CTA with a large business to be considered for a small business set-aside if there is an SBA-approved mentor-protégé arrangement, it is unclear if the RFP contemplates a mentor-protégé arrangement that is not the basis for a FAR 9.601(1) CTA. [REDACTED]

[REDACTED]<sup>3</sup> The RFP is thus ambiguous about whether an SBA-approved mentor-protégé arrangement is distinct from a FAR 9.601(1) CTA, and whether the same requirements that apply to a FAR 9.601(1) CTA apply to an SBA-approved mentor-protégé arrangement.

Fourth, sections L.5.2.1, L.5.2.2, L.5.2.3, and L.5.2.4 limit a large business to one experience example for mentor-protégé arrangements. (*Id.* at §§ L.5.2.1, L.5.2.2, L.5.2.3, L.5.2.4.) Assuming the RFP contemplates offers from an SBA-approved mentor-protégé arrangement that is not a FAR 9.601(1) CTA, the restriction on large business experience is subject to different interpretations. Under one reading, the restriction applies to any mentor-protégé arrangement, whether as a standalone offeror or as the basis for permitting a FAR 9.601(1) CTA to be considered a small business. Alternatively, the restriction can be read to apply only to a mentor-protégé arrangement that is not a FAR 9.601(1) CTA. [REDACTED]

[REDACTED]<sup>4</sup> The RFP is thus ambiguous about the applicability of the large business experience limitation.

Resolution of these patent ambiguities in the RFP is necessary to ensure offerors can compete intelligently and on a relatively equal basis. These ambiguities create uncertainty about what types of arrangements between teaming partners is permissible under the RFP. Indeed, resolution of these issues will inform the approach AgilisTEK takes to responding to the RFP, including whether [REDACTED]

GAO should sustain this protest ground and recommend that the agency revise the RFP to remove the patent ambiguities. *E.g.*, *Office Design Group*, 2018 CPD ¶43 at 6.

## VII. THE AGENCY'S ACTIONS PREJUDICED AGILISTEK

Competitive prejudice is an essential element of a viable protest; GAO will not sustain a protest where no prejudice is evident. In the context of a protest challenging the terms of a solicitation, competitive prejudice occurs where the challenged terms place the protester at a competitive disadvantage or otherwise affect the protester's ability to compete. *Pond Sec. Group Italia JV-Costs*, B-400149.2, Mar. 19, 2009, 2009 CPD ¶61 at 4; *Crane & Co., Inc.*, B-297398, Jan. 18, 2006, 2006 CPD ¶22 at 9.

As explained, the RFP terms violate 13 C.F.R. § 125.8(e) by holding protégé firms to the same evaluation standards as other offerors. Further, the patent ambiguities in the RFP terms inhibits full and open competition because it prevents all offerors from competing intelligently and on an equal basis, with a common understanding of the agency's intended basis for evaluating proposals. By all measures, the challenged terms affect its ability to compete. As this office has

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<sup>3</sup> See footnote 1.

<sup>4</sup> See footnote 1.

[REDACTED]

said, even a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. See *CWTSatoTravel*, B-404479.2, Apr. 22, 2011, 2011 CPD ¶87 at 14.

### VIII. REQUESTS FOR PROTECTIVE ORDER AND HEARING

AgilisTEK requests that GAO issue a protective order under 4 C.F.R. §21.1(d)(1) to protect AgilisTEK confidential information.

Currently, AgilisTEK cannot determine whether a hearing will be needed and, therefore, reserves its right to request a hearing under 4 C.F.R. §21.1(d)(3).

### IX. CONCLUSION AND RELIEF REQUESTED

For the reasons outlined in this letter, AgilisTEK requests that GAO sustain the protest and direct NITAAC to take the following corrective action:

1. Amend the RFP to revise the experience example requirements in Sections L.5.2.1, L.5.2.2, L.5.2.3, and L.5.2.4. as they relate to the large business member of any mentor-protégé offerors; and
2. Clarify the patent ambiguities in the RFP so that offerors have a common understanding of the agency's requirements.

AgilisTEK further requests that the Comptroller General award AgilisTEK its reasonable attorneys' fees and costs incurred pursuing this protest; and order such other relief as GAO deems just and appropriate.

Sincerely,

Squire Patton Boggs (US) LLP



Jeremy W. Dutra  
Karen R. Harbaugh

cc: Rose Schultz, Procuring Contracting Officer (via FedEx)

#### Enclosures

- Exhibit 1 RFP Amendment 5 (including cover letter and select attachments)  
Exhibit 2 RFP Amendment 4 (including cover letter and select attachments)  
Exhibit 3 [REDACTED]

[REDACTED]

# **Exhibit 1**



National Institutes of Health  
Information Technology Acquisition and Assessment Center  
6011 Executive Boulevard, Suite 501  
Rockville, Maryland 20852

July 2, 2021

TO: PROSPECTIVE OFFERORS

SUBJECT: Chief Information Officer – Solutions and Partners 4 (CIO-SP4)  
Request for Proposal (RFP) 75N98121R00001 Amendment 0005

There has been a lot of concern from potential offerors regarding several aspects of the CIO-SP4 solicitation. Below are some areas of concern that NITAAC wishes to address directly and some result in changes that are included in amendment 0005:

- There is a concern that the limitation on the amount of experience credit that large businesses can provide in mentor-protégé partnerships is not applied equally to all Contractor Teaming Arrangements (CTAs). However, per the instructions in the solicitation, any vendors entering a CTA, as defined under FAR 9.601(1) that want to be considered for small business set-asides, can only do so if members of the CTA are small. Please review section L.3.7.2.(11) and (12) for additional information.
- Those that have registered as of July 2, 2021 can anticipate receiving an email from the NIH Secure Email and File Transfer (SEFT) Service no later than July 7, 2021. This email will invite offerors to establish an account and enable the submission of proposals. Emails from the NIH SEFT Service will be sent out on a rolling basis as offerors continue to register at <https://nih.force.com/CIOSP4/s/>.
- The due date for proposals has been extended to 2:00pm EST on Friday, July 23, 2021.
- Inconsistencies within section L&M have been corrected and additional information regarding proposal naming conventions has been added.

Amendment 0005 takes precedence over any inconsistency or conflicting information that was provided in the Questions & Answers that were posted for amendment 0003. The changes referenced above should not be considered a complete list. Offerors are encouraged to carefully review amendment 0005 and the associated documents in their entirety.

Thank you for your support of NITAAC. We look forward to receiving your proposal.



**National Institutes of Health  
Acquisition and Assessment  
Center (NITAAC)**

**Chief Information Officer –  
Solutions and Partners (CIO-SP4)**

**REQUEST FOR PROPOSAL (RFP)**

**75N98121R00001  
Amendment 0005**

**July 2, 2021**



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**Table 1 – List of Acronyms**

<b>Acronym</b>	<b>Definition</b>
API	Application Program Interface
CAS	Cost Accounting Standard
CCR	Central Contractor Registration
CFR	Code of Federal Regulations
CIO	Chief Information Officer
CIO-SP3	Chief Information Officer – Solutions and Partners 3
CIO-SP4	Chief Information Officer – Solutions and Partners 4
CLIN	Contract Line Item Number
CMMC	Cybersecurity Maturity Model Certification
MMI	Capability Maturity Model Integration
CO	Contracting Officer
CONUS	Contiguous United States
COR	Contracting Officer’s Representative
COTR	Contracting Officer’s Technical Representative (also known as COR = Contracting Officer’s Representative)
CPAF	Cost-Plus-Award-Fee
CPAR	Contractor Performance Assessment Report
CPFF	Cost-Plus-Fixed-Fee
CPIF	Cost-Plus-Incentive-Fee
CR	Cost-Reimbursement
CTA	Contractor Team Arrangement
DBA	Defense Base Act
DBMS	Data Base Management System
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DD	Prefix to Department of Defense Forms
DOD	Department of Defense
DSSR	Department of State Standardized Regulations
DUNS	Data Universal Numbering System
e-GOS	Electronic Government Ordering System
EFT	Electronic Funds Transfer

<b>Acronym</b>	<b>Definition</b>
ELB	Emerging Large Business
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FEA	Federal Enterprise Architecture
FFP	Firm-Fixed-Price
FIPS	Federal Information Processing Standards Publication
FISMA	Federal Information Security Management Act
FOI	Freedom of Information
GAO	Government Accountability Office
GFE	Government-Furnished Equipment
GFI	Government-Furnished Information
GIS	Geographic Information System
GWAC	Government-wide Acquisition Contract
HHS	Department of Health and Human Services
HHSAR	HHS Acquisition Regulation
HSPD	Homeland Security Presidential Directive
HTML	Hyper Text Markup Language
HUBZone	Historically Underutilized Business Zones
IA	Information Assurance
IBR	Integrated Baseline Review
ICs	Institutes and Centers (of the NIH)
ID/IQ	Indefinite Delivery/Indefinite Quantity
IEEE	Institute of Electrical and Electronic Engineers
IG	Inspector General
ISO	International Organization for Standardization
ISSO	Information Systems Security Officer
IT	Information Technology
IT-SC&A	Information Technology Security Certification and Accreditation
IT-RA	Information Technology Risk Assessment
IT-SP	Information Technology Security Plan
KMIT	Knowledge Management
LAN	Local-Area Network
MAN	Metropolitan-Area Network
MLS	Multilevel Security
MS	Microsoft
NAICS	North American Industry Classification System
NCAF	NIH Contract Access Fee
NIH	National Institutes of Health

<b>Acronym</b>	<b>Definition</b>
NIST	National Institutes of Standards and Technology
NITAAC	NIH Information Technology Acquisition and Assessment
OCO	Ordering Contracting Officer
OCONU	Outside of the Contiguous United States
ODC	Other Direct Cost
OFCCP	Office of Federal Contract Compliance Programs
O&M	Operations and Maintenance
OMB	Office of Management and Budget
OSE	Open Systems Environment
OSI	Open Systems Interconnection
PC	Personal Computer
PCO	Procuring Contracting Officer
PRM	Performance Reference Model
RFQ	Request for Quote
RFP	Request for Proposal
SAM	System for Award Management
SBA	Small Business Administration
SDB	Small Disadvantaged Business
SDVOSB	Service-Disabled Veteran-Owned Small Business
SF	Standard Form
SNMP	Simple Network Management Protocol
SOW	Statement of Work
TCP	Transport Control Protocol
T&M	Time-and-Materials
TO	Task Order
TOR	Task Order Request
VOSB	Veteran-Owned Small Business
WAN	Wide-Area Network
WOSB	Woman-Owned Small Business

## **PART I – THE SCHEDULE**

The information set forth in Section A – Solicitation / Contract Form contains important information for any offeror interested in responding to this solicitation. Any contract resulting from this solicitation will include accounting, appropriation and general information applicable to the contract award in its Section A – Solicitation/Contract Form.

Sections B through H contain information pertinent to this solicitation and any subsequent contract award. It is not an exact representation of the contract document that will be awarded. The cost, price, clauses, and provisions pertinent to the offeror will be included in the resultant contract.

### **SECTION A: SOLICITATION/CONTRACT FORM**

See Standard Form (SF) 33 attached.

#### **A.1 General**

The CIO-SP4 Government Wide Acquisition Contract (GWAC) is intended to provide information technology (IT) solutions and services as defined in FAR 2.101(b), clarified in the Clinger-Cohen Act of 1996, and as amended further refined in Federal IT Acquisition Reform Act of 2014.

The IT solutions and services covered in this contract include those related to health, biomedical, scientific, administrative, operational, managerial, and information systems requirements. The contract also includes general IT services because medical systems are increasingly integrated within a broader IT architecture. This broader IT architecture may require sound infrastructure systems approaches to their implementation and operation.

The goals of this contract are to provide government agencies a mechanism for quick ordering of IT solutions and services at fair and reasonable prices, to give qualified small businesses a greater opportunity to participate in these requirements, and give government agencies a mechanism to help meet their socio-economic contracting goals.

#### **A.2 Authority**

The Office of Management and Budget (OMB) has designated the National Institutes of Health (NIH) as an executive agent for GWACs 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. Through this GWAC, federal government agencies can award task orders to acquire IT services.

#### **A.3 Task Orders Awarded Against the GWAC**

Any warranted federal government contracting officer, in good standing with the appropriate contracting authority, is authorized to award task orders under this contract. For purposes of

this contract, these individuals are referred to as OCOs. Task orders may be multi-year, multiple year, or include options as defined in FAR Part 17.

To help ensure the ability to provide hardware/software without limitation, CIO-SP4 is considered 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 OCO. Any hardware/software included must be considered critical and related to the services being acquired under the task order.

The Procuring Contract Officer (PCO) reserves the right to review individual task orders to determine if this clause is being applied appropriately.

### **A.3.1 Department of Defense Task Orders**

Department of Defense (DoD) task orders may be subject to additional requirements. For example, contractors may be required to obtain DoD's Cybersecurity Maturity Model Certification (CMMC). Additionally, the Department of Health and Human Services is not certified to perform DoD work pursuant to FAR 17.703 for Fiscal Year 2021. Therefore, DoD agencies must get waivers pursuant to FAR 17.703(e) on a case-by-case basis prior to using this GWAC to compete task orders.

### **A.3.2 Department of Health Human Services Task Orders**

*For HHS Task Order Contracting Officers only:* Every task order requirement below the threshold of \$1.3 Million, is required to be automatically and exclusively set-aside for small businesses. There must be at least two or more (Rule of Two) responsible small business concerns that are competitive in terms of market prices, quality, and delivery for an automatic set-aside to occur.

## **SECTION B: SUPPLIES/SERVICES AND PRICES/COST**

### **B.1 Prices**

This is an indefinite quantity contract as described in FAR 16.504.

1. The prices set forth in this section will cover the entire period of performance of this contract.
2. The government will issue task orders based on the work described in Section C of this contract and the schedules set forth in tables 2 and 3 located in B.4.
3. Tables 2 and 3 contain on-site and off-site hourly labor rates for each year of the contract for work to be performed within the Continental United States (CONUS). These price schedules can be used on firm fixed price, time and materials, and labor hour task orders. They apply to both commercial and non-commercial task orders. These hourly rates are ceiling prices. Contractors may, at their discretion, elect to propose lower hourly rates when responding to a task order request.
4. OCOs are allowed to negotiate loaded hourly labor rates suited to meet their specific task order requirements when factors such as complexity of work, geographic locations, and security clearances deem it necessary. Contractors shall explain in their task order responses any loaded hourly labor rates that exceed the rates in tables 2 and 3, or any newly proposed labor categories. The OCO will determine the reasonableness of the pricing at that time. 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 in accordance with the contractor's cost accounting system, as well as any other supporting information the OCO deems necessary. The OCO, at their discretion may seek discounted loaded rates when soliciting task order proposals from GWAC Contract Holders.
5. For cost reimbursement task orders, the contractor shall provide the OCO complete supporting information identifying all applicable direct and indirect costs in performance of the task order. Contractors with government-approved rates shall 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 cost plus award fee (CPAF) or cost-plus incentive fee (CPIF), the fixed portion of fee and the award or incentive portion will be clearly differentiated.

#### **B.1.1 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 agreed upon during the contract period of performance. If necessary, rates may be renegotiated with contractors. Renegotiation of rates cannot occur more than once every two years.

## **B.2 Unique Professional Skills – Task Order Level**

The labor categories referenced in B.4, 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 range 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.

Certain unique labor categories, as well as consultants, that are not defined in the labor categories referenced in J.1, may be required under specific task orders. 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 of the labor categories set forth in J.1. A contractor may propose a new or different skill level category at the task order level providing detailed justification for the new / different skill level category. The OCO will determine whether circumstances warrant the use of unique professional skills.

## **B.3 Work Outside of the Continental United States (OCONUS)**

Task orders may be awarded for work outside the United States. OCONUS (outside contiguous United States) is defined as a location other than the 48 continental 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, (<https://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, contractors 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 may reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with FAR Part 31.

## **B.4 Labor Rates**

The contractor shall make their labor rates available to NITAAC to be posted on the NITAAC website within 30 days after contract award consistent with the format shown below. The descriptions of each of these labor categories are located in J.1.

**Table 2 – Contractor Site Loaded Labor Rates**

Notes: The following rates do not include the NIH contract access fee (NCAF). Pricing for task order options exceeding the period of performance of the GWAC will be agreed

upon at the task order level but will not exceed the escalation rates published in the then current Bureau of Labor Statistics Employment Cost Index.

Key: Level I is the most junior of any one labor category.  
Level II and III are sequentially more senior.

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 AA01	Administrative Assistant – Level I	HR												
0001 AA02	Administrative Assistant – Level II	HR												
0001 AA03	Administrative Assistant – Level III	HR												
0001 AB01	Artificial Intelligence Analyst – Level I	HR												
0001 AB02	Artificial Intelligence Analyst – Level II	HR												
0001 AB03	Artificial Intelligence Analyst – Level III	HR												
0001 AC01	Artificial Intelligence Engineer – Level I	HR												
0001 AC02	Artificial Intelligence Engineer – Level II	HR												
0001 AC03	Artificial Intelligence Engineer – Level III	HR												
0001 AD01	Artificial Intelligence Programmer – Level I	HR												
0001 AD02	Artificial Intelligence Programmer – Level II	HR												
0001 AD03	Artificial Intelligence Programmer – Level III	HR												
0001 AE01	Application Engineer – Level I	HR												
0001 AE02	Application Engineer – Level II	HR												
0001 AE03	Application Engineer – Level III	HR												
0001 AF01	Application Programmer – Level I	HR												
0001 AF02	Application Programmer – Level II	HR												
0001 AF03	Applications Programmer – Level III	HR												
0001 AG01	Application Systems Analyst – Level I	HR												
0001 AG02	Application Systems Analyst – Level II	HR												
0001 AG03	Application Systems Analyst – Level III	HR												
0001 AH01	Automation Engineer – Level I	HR												
0001 AH02	Automation Engineer – Level II	HR												
0001 AH03	Automation Engineer – Level III	HR												
0001 AJ01	Biostatistician – Level I	HR												
0001 AJ02	Biostatistician – Level II	HR												
0001 AJ03	Biostatistician – Level III	HR												
0001 AK01	Business Analyst – Level I	HR												
0001 AK02	Business Analyst – Level II	HR												
0001 AK03	Business Analyst – Level III	HR												
0001 AL01	Business Process Reengineering Specialist – Level I	HR												
0001 AL02	Business Process Reengineering Specialist – Level II	HR												
0001 AL03	Business Process Reengineering Specialist – Level III	HR												
0001 AM01	Chief Information Security Officer	HR												
0001 AM02	Chief Information Security Officer – Deputy	HR												
0001 AN01	Cloud Architect – Level I	HR												
0001 AN02	Cloud Architect – Level II	HR												
0001 AN03	Cloud Architect – Level III	HR												
0001 AP01	Cloud Engineer – Level I	HR												
0001 AP02	Cloud Engineer – Level II	HR												
0001 AP03	Cloud Engineer – Level III	HR												
0001 APQ1	Cloud Migration Specialist – Level I	HR												
0001 AQ02	Cloud Migration Specialist – Level II	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 AQ03	Cloud Migration Specialist – Level III	HR												
0001 APR1	Communications Specialist – Level I	HR												
0001 AR02	Communications Specialist – Level II	HR												
0001 AR03	Communications Specialist – Level III	HR												
0001 AS01	Computer Scientist – Level I	HR												
0001 AS02	Computer Scientist – Level II	HR												
0001 AS03	Computer Scientist – Level III	HR												
0001 AT01	Computer Systems Analyst – Level I	HR												
0001 AT02	Computer Systems Analyst – Level II	HR												
0001 AT03	Computer Systems Analyst – Level III	HR												
0001 AU01	Configuration Management Specialist – Level I	HR												
0001 AU02	Configuration Management Specialist – Level II	HR												
0001 AU03	Configuration Management Specialist – Level III	HR												
0001 AV01	Consultant – Level I	HR												
0001 AV02	Consultant – Level II	HR												
0001 AV03	Consultant – Level III	HR												
0001 AW01	Cost Analyst – Level I	HR												
0001 AW02	Cost Analyst – Level II	HR												
0001 AW03	Cost Analyst – Level III	HR												
0001 AX01	Cyber Security Specialist – Level I	HR												
0001 AX02	Cyber Security Specialist – Level II	HR												
0001 AX03	Cyber Security Specialist – Level III	HR												
0001 AY01	Data Entry Clerk – Level I	HR												
0001 AY02	Data Entry Clerk – Level II	HR												
0001 AY03	Data Entry Clerk – Level III	HR												
0001 AZ01	Data Scientist – Level I	HR												
0001 AZ02	Data Scientist – Level II	HR												
0001 AZ03	Data Scientist – Level III	HR												
0001 BA01	Data Security Specialist – Level I	HR												
0001 BA02	Data Security Specialist – Level II	HR												
0001 BA03	Data Security Specialist – Level III	HR												
0001 BB01	Data Standardization Specialist – Level I	HR												
0001 BB02	Data Standardization Specialist – Level II	HR												
0001 BB03	Data Standardization Specialist – Level III	HR												
0001 BC01	Database Administrator – Level I	HR												
0001 BC02	Database Administrator – Level II	HR												
0001 BC03	Database Administrator – Level III	HR												
0001 BD01	Database Management Specialist – Level I	HR												
0001 BD02	Database Management Specialist – Level II	HR												
0001 BD03	Database Management Specialist – Level III	HR												
0001 BE01	Database Specialist – Level I	HR												
0001 BE02	Database Specialist – Level II	HR												
0001 BE03	Database Specialist – Level III	HR												
0001 BF01	Data Warehousing Administrator – Level I	HR												
0001 BF02	Data Warehousing Administrator – Level II	HR												
0001 BF03	Data Warehousing Administrator – Level III	HR												
0001 BG01	Data Warehouse Analyst – Level I	HR												
0001 BG02	Data Warehouse Analyst – Level II	HR												
0001 BG03	Data Warehouse Analyst – Level III	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 BH01	Data Warehouse Programmer – Level I	HR												
0001 BH02	Data Warehouse Programmer – Level II	HR												
0001 BH03	Data Warehouse Programmer – Level III	HR												
0001 BJ01	Desktop Support Specialist – Level I	HR												
0001 BJ02	Desktop Support Specialist – Level II	HR												
0001 BJ03	Desktop Support Specialist – Level III	HR												
0001 BK01	Digital Media Specialist/Technician – Level I	HR												
0001 BK02	Digital Media Specialist/Technician – Level II	HR												
0001 BK03	Digital Media Specialist/Technician – Level III	HR												
0001 BL01	Disaster Recovery Specialist – Level I	HR												
0001 BL02	Disaster Recovery Specialist – Level II	HR												
0001 BL03	Disaster Recovery Specialist – Level III	HR												
0001 BM01	Document Support Specialist – Level I	HR												
0001 BM02	Document Support Specialist – Level II	HR												
0001 BM03	Document Support Specialist – Level III	HR												
0001 BN01	Enterprise Resource Planning (ERP) Specialist – Level I	HR												
0001 BN02	Enterprise Resource Planning (ERP) Specialist – Level II	HR												
0001 BN03	Enterprise Resource Planning (ERP) Specialist – Level III	HR												
0001 BP01	Facilitator – Level I	HR												
0001 BP02	Facilitator – Level II	HR												
0001 BP03	Facilitator – Level III	HR												
0001 BPQ1	Financial Analyst – IT – Level I	HR												
0001 BQ02	Financial Analyst – IT – Level II	HR												
0001 BQ03	Financial Analyst – IT – Level III	HR												
0001 BPR1	Functional Analyst – Level I	HR												
0001 BR02	Functional Analyst – Level II	HR												
0001 BR03	Functional Analyst – Level III	HR												
0001 BS01	Geographic Information System (GIS) Specialist – Level I	HR												
0001 BS02	Geographic Information System (GIS) Specialist – Level II	HR												
0001 BS03	Geographic Information System (GIS) Specialist – Level III	HR												
0001 BT01	Graphical User Interface Designer – Level I	HR												
0001 BT02	Graphical User Interface Designer – Level II	HR												
0001 BT03	Graphical User Interface Designer – Level III	HR												
0001 BU01	Graphics Specialist – Level I	HR												
0001 BU02	Graphics Specialist – Level II	HR												
0001 BU03	Graphics Specialist – Level III	HR												
0001 BV01	Governance Specialist – Level I	HR												
0001 BV02	Governance Specialist – Level II	HR												
0001 BV03	Governance Specialist – Level III	HR												
0001 BW01	Hardware Installation Technician – Level I	HR												
0001 BW02	Hardware Installation Technician – Level II	HR												
0001 BW03	Hardware Installation Technician – Level III	HR												
0001 BX01	Help Desk Manager	HR												
0001 BX02	Help Desk Manager – Deputy	HR												
0001 BY01	Help Desk Specialist – Level I	HR												
0001 BY02	Help Desk Specialist – Level II	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 BY03	Help Desk Specialist – Level III	HR												
0001 BZ01	Information Engineer – Level I	HR												
0001 BZ02	Information Engineer – Level II	HR												
0001 BZ03	Information Engineer – Level III	HR												
0001 CA01	Information Security Analyst – Level I	HR												
0001 CA02	Information Security Analyst – Level II	HR												
0001 CA03	Information Security Analyst – Level III	HR												
0001 CB01	IT Policy/Legislative Specialist – Level I	HR												
0001 CB02	IT Policy/Legislative Specialist – Level II	HR												
0001 CB03	IT Policy/Legislative Specialist – Level III	HR												
0001 CC01	Strategic/Capital Planner – Level I	HR												
0001 CC02	Strategic/Capital Planner – Level II	HR												
0001 CC03	Strategic/Capital Planner – Level III	HR												
0001 CD01	Knowledge Management Specialist – Level I	HR												
0001 CD02	Knowledge Management Specialist – Level II	HR												
0001 CD03	Knowledge Management Specialist – Level III	HR												
0001 CE01	Medical Billing/Account Management Specialist – Level I	HR												
0001 CE02	Medical Billing/Account Management Specialist – Level II	HR												
0001 CE03	Medical Billing/Account Management Specialist – Level III	HR												
0001 CF01	Modeling and Simulation Specialist – Level I	HR												
0001 CF02	Modeling and Simulation Specialist – Level II	HR												
0001 CF03	Modeling and Simulation Specialist – Level III	HR												
0001 CG01	Network Administrator – Level I	HR												
0001 CG02	Network Administrator – Level II	HR												
0001 CG03	Network Administrator – Level III	HR												
0001 CH01	IT Support Technician – Level I	HR												
0001 CH02	IT Support Technician – Level II	HR												
0001 CH03	IT Support Technician – Level III	HR												
0001 CJ01	Operations Manager	HR												
0001 CJ02	Operations Manager – Deputy	HR												
0001 CK01	Acquisition/Procurement Specialist – Level I	HR												
0001 CK02	Acquisition/Procurement Specialist – Level II	HR												
0001 CK03	Acquisition/Procurement Specialist – Level III	HR												
0001 CL01	Program Analyst – Level I	HR												
0001 CL02	Program Analyst – Level II	HR												
0001 CL03	Program Analyst – Level III	HR												
0001 CM01	Program Manager – Level I	HR												
0001 CM02	Program Manager – Level II	HR												
0001 CM03	Program Manager – Level III	HR												
0001 CN01	Project Leader – Level I	HR												
0001 CN02	Project Leader – Level II	HR												
0001 CN03	Project Leader – Level III	HR												
0001 CP01	Project Manager – Level I	HR												
0001 CP02	Project Manager – Level II	HR												
0001 CP03	Project Manager – Level III	HR												
0001 CPQ1	Public Health Analyst – Level I	HR												
0001 CQ02	Public Health Analyst – Level II	HR												
0001 CQ03	Public Health Analyst – Level III	HR												
0001 CPR1	Public Relations Specialist – Level I	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 CR02	Public Relations Specialist – Level II	HR												
0001 CR03	Public Relations Specialist – Level III	HR												
0001 CS01	Quality Assurance Analyst – Level I	HR												
0001 CS02	Quality Assurance Analyst – Level II	HR												
0001 CS03	Quality Assurance Analyst – Level III	HR												
0001 CT01	Quality Assurance Manager	HR												
0001 CT02	Quality Assurance Manager – Deputy	HR												
0001 CU01	Quality Assurance Engineer – Level I	HR												
0001 CU02	Quality Assurance Engineer – Level II	HR												
0001 CU03	Quality Assurance Engineer – Level III	HR												
0001 CV01	Quality Assurance Specialist – Level I	HR												
0001 CV02	Quality Assurance Specialist – Level II	HR												
0001 CV03	Quality Assurance Specialist Level III	HR												
0001 CW01	Quality Assurance Tester – Level I	HR												
0001 CW02	Quality Assurance Tester – Level II	HR												
0001 CW03	Quality Assurance Tester – Level III	HR												
0001 CX01	Release Manager	HR												
0001 CX02	Release Manager – Deputy	HR												
0001 CY01	Release Management Analyst – Level I	HR												
0001 CY02	Release Management Analyst – Level II	HR												
0001 CY03	Release Management Analyst – Level III	HR												
0001 CZ01	Risk Management Analyst – Level I	HR												
0001 CZ02	Risk Management Analyst – Level II	HR												
0001 CZ03	Risk Management Analyst – Level III	HR												
0001 DA01	Robotic Process Engineer – Level I	HR												
0001 DA02	Robotic Process Engineer – Level II	HR												
0001 DA03	Robotic Process Engineer – Level III	HR												
0001 DB01	Scientific Data Analyst – Level I	HR												
0001 DB02	Scientific Data Analyst – Level II	HR												
0001 DB03	Scientific Data Analyst – Level III	HR												
0001 DC01	SCRUM Master – Level I	HR												
0001 DC02	SCRUM Master – Level II	HR												
0001 DC03	SCRUM Master – Level III	HR												
0001 DD01	Subject Matter Expert – Level I	HR												
0001 DD02	Subject Matter Expert – Level II	HR												
0001 DD03	Subject Matter Expert – Level III	HR												
0001 DE01	Supply Chain Risk Management – Level I	HR												
0001 DE02	Supply Chain Risk Management – Level II	HR												
0001 DE03	Supply Chain Risk Management – Level III	HR												
0001 DF01	System Administrator – Level I	HR												
0001 DF02	System Administrator – Level II	HR												
0001 DF03	System Administrator – Level III	HR												
0001 DG01	Systems Architect – Level I	HR												
0001 DG02	Systems Architect – Level II	HR												
0001 DG03	Systems Architect – Level III	HR												
0001 DH01	Systems Engineer – Level I	HR												
0001 DH02	Systems Engineer – Level II	HR												
0001 DH03	Systems Engineer – Level III	HR												
0001 DJ01	System Programmer – Level I	HR												
0001 DJ02	System Programmer – Level II	HR												
0001 DJ03	System Programmer – Level III	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 DK01	Technical Writer/Editor – Level I	HR												
0001 DK02	Technical Writer/Editor – Level II	HR												
0001 DK03	Technical Writer/Editor – Level III	HR												
0001 DL01	Telecommunications Engineer – Level I	HR												
0001 DL02	Telecommunications Engineer – Level II	HR												
0001 DL03	Telecommunications Engineer – Level III	HR												
0001 DM01	Telecommunications Specialist – Level I	HR												
0001 DM02	Telecommunications Specialist – Level II	HR												
0001 DM03	Telecommunications Specialist – Level III	HR												
0001 DN01	Test Engineer – Level I	HR												
0001 DN02	Test Engineer – Level II	HR												
0001 DN03	Test Engineer – Level III	HR												
0001 DP01	Training Specialist – Level I	HR												
0001 DP02	Training Specialist – Level II	HR												
0001 DP03	Training Specialist – Level III	HR												
0001 DPQ1	User Experience Specialist – Level I	HR												
0001 DQ02	User Experience Specialist – Level II	HR												
0001 DQ03	User Experience Specialist – Level III	HR												
0001 DPR1	Video Specialist – Level I	HR												
0001 DR02	Video Specialist – Level II	HR												
0001 DR03	Video Specialist – Level III	HR												
0001 DS01	Web Content Administrator – Level I	HR												
0001 DS02	Web Content Administrator – Level II	HR												
0001 DS03	Web Content Administrator – Level III	HR												
0001 DT01	Web Designer – Level I	HR												
0001 DT02	Web Designer – Level II	HR												
0001 DT03	Web Designer – Level III	HR												
0001 DU01	Web Software Developer – Level I	HR												
0001 DU02	Web Software Developer – Level II	HR												
0001 DU03	Web Software Developer – Level III	HR												
0001 DV01	Webmaster – Level I	HR												
0001 DV02	Webmaster – Level II	HR												
0001 DV03	Webmaster – Level III	HR												
0001 DW01	Wide Area Network Administrator – Level I	HR												
0001 DW02	Wide Area Network Administrator – Level II	HR												
0001 DW03	Wide Area Network Administrator – Level III	HR												

**Table 3 – Government Site Loaded Labor Rates**

Notes: The following rates do not include the NCAF. Pricing for task order options exceeding the period of performance of the GWAC will be agreed upon at the task order level but will not exceed the escalation rates published in the then current Bureau of Labor Statistics Employment Cost Index.

Key: Level I is the most junior of any one labor category  
Level II and III are sequentially more senior

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 AA01	Administrative Assistant – Level I	HR												
0001 AA02	Administrative Assistant – Level II	HR												
0001 AA03	Administrative Assistant – Level III	HR												
0001 AB01	Artificial Intelligence Analyst – Level I	HR												
0001 AB02	Artificial Intelligence Analyst – Level II	HR												
0001 AB03	Artificial Intelligence Analyst – Level III	HR												
0001 AC01	Artificial Intelligence Engineer – Level I	HR												
0001 AC02	Artificial Intelligence Engineer – Level II	HR												
0001 AC03	Artificial Intelligence Engineer – Level III	HR												
0001 AD01	Artificial Intelligence Programmer – Level I	HR												
0001 AD02	Artificial Intelligence Programmer – Level II	HR												
0001 AD03	Artificial Intelligence Programmer – Level III	HR												
0001 AE01	Application Engineer – Level I	HR												
0001 AE02	Application Engineer – Level II	HR												
0001 AE03	Application Engineer – Level III	HR												
0001 AF01	Application Programmer – Level I	HR												
0001 AF02	Application Programmer – Level II	HR												
0001 AF03	Applications Programmer – Level III	HR												
0001 AG01	Application Systems Analyst – Level I	HR												
0001 AG02	Application Systems Analyst – Level II	HR												
0001 AG03	Application Systems Analyst – Level III	HR												
0001 AH01	Automation Engineer – Level I	HR												
0001 AH02	Automation Engineer – Level II	HR												
0001 AH03	Automation Engineer – Level III	HR												
0001 AJ01	Biostatistician – Level I	HR												
0001 AJ02	Biostatistician – Level II	HR												
0001 AJ03	Biostatistician – Level III	HR												
0001 AK01	Business Analyst – Level I	HR												
0001 AK02	Business Analyst – Level II	HR												
0001 AK03	Business Analyst – Level III	HR												
0001 AL01	Business Process Reengineering Specialist – Level I	HR												
0001 AL02	Business Process Reengineering Specialist – Level II	HR												
0001 AL03	Business Process Reengineering Specialist – Level III	HR												
0001 AM01	Chief Information Security Officer	HR												
0001 AM02	Chief Information Security Officer – Deputy	HR												
0001 AN01	Cloud Architect – Level I	HR												
0001 AN02	Cloud Architect – Level II	HR												
0001 AN03	Cloud Architect – Level III	HR												
0001 AP01	Cloud Engineer – Level I	HR												
0001 AP02	Cloud Engineer – Level II	HR												
0001 AP03	Cloud Engineer – Level III	HR												
0001 APQ1	Cloud Migration Specialist – Level I	HR												
0001 AQ02	Cloud Migration Specialist – Level II	HR												
0001 AQ03	Cloud Migration Specialist – Level III	HR												
0001 APR1	Communications Specialist – Level I	HR												
0001 AR02	Communications Specialist – Level II	HR												
0001 AR03	Communications Specialist – Level III	HR												
0001 AS01	Computer Scientist – Level I	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 AS02	Computer Scientist – Level II	HR												
0001 AS03	Computer Scientist – Level III	HR												
0001 AT01	Computer Systems Analyst – Level I	HR												
0001 AT02	Computer Systems Analyst – Level II	HR												
0001 AT03	Computer Systems Analyst – Level III	HR												
0001 AU01	Configuration Management Specialist – Level I	HR												
0001 AU02	Configuration Management Specialist – Level II	HR												
0001 AU03	Configuration Management Specialist – Level III	HR												
0001 AV01	Consultant – Level I	HR												
0001 AV02	Consultant – Level II	HR												
0001 AV03	Consultant – Level III	HR												
0001 AW01	Cost Analyst – Level I	HR												
0001 AW02	Cost Analyst – Level II	HR												
0001 AW03	Cost Analyst – Level III	HR												
0001 AX01	Cyber Security Specialist – Level I	HR												
0001 AX02	Cyber Security Specialist – Level II	HR												
0001 AX03	Cyber Security Specialist – Level III	HR												
0001 AY01	Data Entry Clerk – Level I	HR												
0001 AY02	Data Entry Clerk – Level II	HR												
0001 AY03	Data Entry Clerk – Level III	HR												
0001 AZ01	Data Scientist – Level I	HR												
0001 AZ02	Data Scientist – Level II	HR												
0001 AZ03	Data Scientist – Level III	HR												
0001 BA01	Data Security Specialist – Level I	HR												
0001 BA02	Data Security Specialist – Level II	HR												
0001 BA03	Data Security Specialist – Level III	HR												
0001 BB01	Data Standardization Specialist – Level I	HR												
0001 BB02	Data Standardization Specialist – Level II	HR												
0001 BB03	Data Standardization Specialist – Level III	HR												
0001 BC01	Database Administrator – Level I	HR												
0001 BC02	Database Administrator – Level II	HR												
0001 BC03	Database Administrator – Level III	HR												
0001 BD01	Database Management Specialist – Level I	HR												
0001 BD02	Database Management Specialist – Level II	HR												
0001 BD03	Database Management Specialist – Level III	HR												
0001 BE01	Database Specialist – Level I	HR												
0001 BE02	Database Specialist – Level II	HR												
0001 BE03	Database Specialist – Level III	HR												
0001 BF01	Data Warehousing Administrator – Level I	HR												
0001 BF02	Data Warehousing Administrator – Level II	HR												
0001 BF03	Data Warehousing Administrator – Level III	HR												
0001 BG01	Data Warehouse Analyst – Level I	HR												
0001 BG02	Data Warehouse Analyst – Level II	HR												
0001 BG03	Data Warehouse Analyst – Level III	HR												
0001 BH01	Data Warehouse Programmer – Level I	HR												
0001 BH02	Data Warehouse Programmer – Level II	HR												
0001 BH03	Data Warehouse Programmer – Level III	HR												
0001 BJ01	Desktop Support Specialist – Level I	HR												
0001 BJ02	Desktop Support Specialist – Level II	HR												
0001 BJ03	Desktop Support Specialist – Level III	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 BK01	Digital Media Specialist/Technician – Level I	HR												
0001 BK02	Digital Media Specialist/Technician – Level II	HR												
0001 BK03	Digital Media Specialist/Technician – Level III	HR												
0001 BL01	Disaster Recovery Specialist – Level I	HR												
0001 BL02	Disaster Recovery Specialist – Level II	HR												
0001 BL03	Disaster Recovery Specialist – Level III	HR												
0001 BM01	Document Support Specialist – Level I	HR												
0001 BM02	Document Support Specialist – Level II	HR												
0001 BM03	Document Support Specialist – Level III	HR												
0001 BN01	Enterprise Resource Planning (ERP) Specialist – Level I	HR												
0001 BN02	Enterprise Resource Planning (ERP) Specialist – Level II	HR												
0001 BN03	Enterprise Resource Planning (ERP) Specialist – Level III	HR												
0001 BP01	Facilitator – Level I	HR												
0001 BP02	Facilitator – Level II	HR												
0001 BP03	Facilitator – Level III	HR												
0001 BPQ1	Financial Analyst – IT – Level I	HR												
0001 BQ02	Financial Analyst – IT – Level II	HR												
0001 BQ03	Financial Analyst – IT – Level III	HR												
0001 BPR1	Functional Analyst – Level I	HR												
0001 BR02	Functional Analyst – Level II	HR												
0001 BR03	Functional Analyst – Level III	HR												
0001 BS01	Geographic Information System (GIS) Specialist – Level I	HR												
0001 BS02	Geographic Information System (GIS) Specialist – Level II	HR												
0001 BS03	Geographic Information System (GIS) Specialist – Level III	HR												
0001 BT01	Graphical User Interface Designer – Level I	HR												
0001 BT02	Graphical User Interface Designer – Level II	HR												
0001 BT03	Graphical User Interface Designer – Level III	HR												
0001 BU01	Graphics Specialist – Level I	HR												
0001 BU02	Graphics Specialist – Level II	HR												
0001 BU03	Graphics Specialist – Level III	HR												
0001 BV01	Governance Specialist – Level I	HR												
0001 BV02	Governance Specialist – Level II	HR												
0001 BV03	Governance Specialist – Level III	HR												
0001 BW01	Hardware Installation Technician – Level I	HR												
0001 BW02	Hardware Installation Technician – Level II	HR												
0001 BW03	Hardware Installation Technician – Level III	HR												
0001 BX01	Help Desk Manager	HR												
0001 BX02	Help Desk Manager – Deputy	HR												
0001 BY01	Help Desk Specialist – Level I	HR												
0001 BY02	Help Desk Specialist – Level II	HR												
0001 BY03	Help Desk Specialist – Level III	HR												
0001 BZ01	Information Engineer – Level I	HR												
0001 BZ02	Information Engineer – Level II	HR												
0001 BZ03	Information Engineer – Level III	HR												
0001 CA01	Information Security Analyst – Level I	HR												
0001 CA02	Information Security Analyst – Level II	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 CA03	Information Security Analyst – Level III	HR												
0001 CB01	IT Policy/Legislative Specialist – Level I	HR												
0001 CB02	IT Policy/Legislative Specialist – Level II	HR												
0001 CB03	IT Policy/Legislative Specialist – Level III	HR												
0001 CC01	Strategic/Capital Planner – Level I	HR												
0001 CC02	Strategic/Capital Planner – Level II	HR												
0001 CC03	Strategic/Capital Planner – Level III	HR												
0001 CD01	Knowledge Management Specialist – Level I	HR												
0001 CD02	Knowledge Management Specialist – Level II	HR												
0001 CD03	Knowledge Management Specialist – Level III	HR												
0001 CE01	Medical Billing/Account Management Specialist – Level I	HR												
0001 CE02	Medical Billing/Account Management Specialist – Level II	HR												
0001 CE03	Medical Billing/Account Management Specialist – Level III	HR												
0001 CF01	Modeling and Simulation Specialist – Level I	HR												
0001 CF02	Modeling and Simulation Specialist – Level II	HR												
0001 CF03	Modeling and Simulation Specialist – Level III	HR												
0001 CG01	Network Administrator – Level I	HR												
0001 CG02	Network Administrator – Level II	HR												
0001 CG03	Network Administrator – Level III	HR												
0001 CH01	IT Support Technician – Level I	HR												
0001 CH02	IT Support Technician – Level II	HR												
0001 CH03	IT Support Technician – Level III	HR												
0001 CJ01	Operations Manager	HR												
0001 CJ02	Operations Manager – Deputy	HR												
0001 CK01	Acquisition/Procurement Specialist – Level I	HR												
0001 CK02	Acquisition/Procurement Specialist – Level II	HR												
0001 CK03	Acquisition/Procurement Specialist – Level III	HR												
0001 CL01	Program Analyst – Level I	HR												
0001 CL02	Program Analyst – Level II	HR												
0001 CL03	Program Analyst – Level III	HR												
0001 CM01	Program Manager – Level I	HR												
0001 CM02	Program Manager – Level II	HR												
0001 CM03	Program Manager – Level III	HR												
0001 CN01	Project Leader – Level I	HR												
0001 CN02	Project Leader – Level II	HR												
0001 CN03	Project Leader – Level III	HR												
0001 CP01	Project Manager – Level I	HR												
0001 CP02	Project Manager – Level II	HR												
0001 CP03	Project Manager – Level III	HR												
0001 CPQ1	Public Health Analyst – Level I	HR												
0001 CQ02	Public Health Analyst – Level II	HR												
0001 CQ03	Public Health Analyst – Level III	HR												
0001 CPR1	Public Relations Specialist – Level I	HR												
0001 CR02	Public Relations Specialist – Level II	HR												
0001 CR03	Public Relations Specialist – Level III	HR												
0001 CS01	Quality Assurance Analyst – Level I	HR												
0001 CS02	Quality Assurance Analyst – Level II	HR												
0001 CS03	Quality Assurance Analyst – Level III	HR												
0001 CT01	Quality Assurance Manager	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 CT02	Quality Assurance Manager – Deputy	HR												
0001 CU01	Quality Assurance Engineer – Level I	HR												
0001 CU02	Quality Assurance Engineer – Level II	HR												
0001 CU03	Quality Assurance Engineer – Level III	HR												
0001 CV01	Quality Assurance Specialist – Level I	HR												
0001 CV02	Quality Assurance Specialist – Level II	HR												
0001 CV03	Quality Assurance Specialist Level III	HR												
0001 CW01	Quality Assurance Tester – Level I	HR												
0001 CW02	Quality Assurance Tester – Level II	HR												
0001 CW03	Quality Assurance Tester – Level III	HR												
0001 CX01	Release Manager	HR												
0001 CX02	Release Manager – Deputy	HR												
0001 CY01	Release Management Analyst – Level I	HR												
0001 CY02	Release Management Analyst – Level II	HR												
0001 CY03	Release Management Analyst – Level III	HR												
0001 CZ01	Risk Management Analyst – Level I	HR												
0001 CZ02	Risk Management Analyst – Level II	HR												
0001 CZ03	Risk Management Analyst – Level III	HR												
0001 DA01	Robotic Process Engineer – Level I	HR												
0001 DA02	Robotic Process Engineer – Level II	HR												
0001 DA03	Robotic Process Engineer – Level III	HR												
0001 DB01	Scientific Data Analyst – Level I	HR												
0001 DB02	Scientific Data Analyst – Level II	HR												
0001 DB03	Scientific Data Analyst – Level III	HR												
0001 DC01	SCRUM Master – Level I	HR												
0001 DC02	SCRUM Master – Level II	HR												
0001 DC03	SCRUM Master – Level III	HR												
0001 DD01	Subject Matter Expert – Level I	HR												
0001 DD02	Subject Matter Expert – Level II	HR												
0001 DD03	Subject Matter Expert – Level III	HR												
0001 DE01	Supply Chain Risk Management – Level I	HR												
0001 DE02	Supply Chain Risk Management – Level II	HR												
0001 DE03	Supply Chain Risk Management – Level III	HR												
0001 DF01	System Administrator – Level I	HR												
0001 DF02	System Administrator – Level II	HR												
0001 DF03	System Administrator – Level III	HR												
0001 DG01	Systems Architect – Level I	HR												
0001 DG02	Systems Architect – Level II	HR												
0001 DG03	Systems Architect – Level III	HR												
0001 DH01	Systems Engineer – Level I	HR												
0001 DH02	Systems Engineer – Level II	HR												
0001 DH03	Systems Engineer – Level III	HR												
0001 DJ01	System Programmer – Level I	HR												
0001 DJ02	System Programmer – Level II	HR												
0001 DJ03	System Programmer – Level III	HR												
0001 DK01	Technical Writer/Editor – Level I	HR												
0001 DK02	Technical Writer/Editor – Level II	HR												
0001 DK03	Technical Writer/Editor – Level III	HR												
0001 DL01	Telecommunications Engineer – Level I	HR												
0001 DL02	Telecommunications Engineer – Level II	HR												
0001 DL03	Telecommunications Engineer – Level III	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 DM01	Telecommunications Specialist – Level I	HR												
0001 DM02	Telecommunications Specialist – Level II	HR												
0001 DM03	Telecommunications Specialist – Level III	HR												
0001 DN01	Test Engineer – Level I	HR												
0001 DN02	Test Engineer – Level II	HR												
0001 DN03	Test Engineer – Level III	HR												
0001 DP01	Training Specialist – Level I	HR												
0001 DP02	Training Specialist – Level II	HR												
0001 DP03	Training Specialist – Level III	HR												
0001 DPQ1	User Experience Specialist – Level I	HR												
0001 DQ02	User Experience Specialist – Level II	HR												
0001 DQ03	User Experience Specialist – Level III	HR												
0001 DPR1	Video Specialist – Level I	HR												
0001 DR02	Video Specialist – Level II	HR												
0001 DR03	Video Specialist – Level III	HR												
0001 DS01	Web Content Administrator – Level I	HR												
0001 DS02	Web Content Administrator – Level II	HR												
0001 DS03	Web Content Administrator – Level III	HR												
0001 DT01	Web Designer – Level I	HR												
0001 DT02	Web Designer – Level II	HR												
0001 DT03	Web Designer – Level III	HR												
0001 DU01	Web Software Developer – Level I	HR												
0001 DU02	Web Software Developer – Level II	HR												
0001 DU03	Web Software Developer – Level III	HR												
0001 DV01	Webmaster – Level I	HR												
0001 DV02	Webmaster – Level II	HR												
0001 DV03	Webmaster – Level III	HR												
0001 DW01	Wide Area Network Administrator – Level I	HR												
0001 DW02	Wide Area Network Administrator – Level II	HR												
0001 DW03	Wide Area Network Administrator – Level III	HR												

## **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 Statement of Work**

The task areas in the statement of work are designed to support the IT services described in the Federal Enterprise Architecture (FEA).

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: CIO Support
- Task Area 3: Digital Media
- Task Area 4: Outsourcing
- Task Area 5: IT Operations and Maintenance
- Task Area 6: Integration Services
- Task Area 7: Cyber Security
- Task Area 8: Digital Government and Cloud Services
- Task Area 9: Enterprise Resource Planning
- Task Area 10: Software Development

These task areas are described below. Examples of the types of services that may be included within each task area are provided. These examples are not exhaustive. There may be other IT services which may be associated with the task areas. Prior to a task order solicitation, NITAAC will perform a scope review of the requirement in the event a required service is not specified in any of the task areas.

Additionally, the scope of this contract is intended to cover leading edge, emerging, and future cutting-edge technologies that will evolve over the life of this contract. These technologies may not be listed below but could be supported in the future by the FEA and other governmental or non-governmental reference models or publications. Because technology advances over the period of performance of this contract are inevitable, the scope of this contract takes into consideration that task order requirements are permitted to include future types IT services and solutions as they arise.

Several examples follow:

1. Task Area 1: IT Services for Biomedical Research, Health Sciences and Healthcare, supports federal agencies in coordinating effective capital planning, investing, and implementation of interoperable health IT systems

2. Task Area 2: Chief Information Officer Support can be used to develop and maintain agency enterprise architectures in support of the FEA.
3. Several FEA components provide support for the execution of IT functions including customer relationship management and customer services in the Service Reference Model (SRM). These components can be supported through task areas 2, 4, and 5. Several Risk Management Framework (RMF) components provide support for the execution of IT security functions such as management of organizational risk and assessment and authorization. These components can be supported through task area 7.
4. For inherently IT components of the FEA, CIO-SP4 includes task areas that directly address those components. For example, the FEA includes document management as a digital asset service in the SRM that can be addressed through task area 8.
5. 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 includes the services needed to automate supply chain management.
6. The FEA Technical Reference Model (TRM) includes standards and technology that may be selected and integrated into systems under specific task orders. For example, web servers could be selected and installed as part of Task Area 8. In general, all task areas ultimately awarded under this contract must be compatible with the 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.
7. The contract can be used to award task orders that support the Performance Reference Model (PRM) by collecting agency metrics affected by their individual tasks. 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.
8. 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 outlines some of the general requirements of the contract. Specific details of task assignments, deliverables, documentation, training, and applicable standards will be provided within individual task orders.

The contractor shall furnish everything necessary to provide the services and solutions set forth in this contract and individual task orders.

## **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: CIO Support

- Task Area 3: Digital Media
- Task Area 4: Outsourcing
- Task Area 5: IT Operations and Maintenance
- Task Area 6: Integration Services
- Task Area 7: Cyber Security
- Task Area 8: Digital Government and Cloud Services
- Task Area 9: Enterprise Resource Planning
- Task Area 10: Software Development

These task areas are described below. Examples of the types of services that may be included within each task area are provided. These examples are not exhaustive. There may be other IT services which may be associated with the task areas. Prior to a task order solicitation, NITAAC will perform a scope review of the requirement in the event a required service is not specified in any of the task areas.

Additionally, the scope of this contract is intended to cover leading edge, emerging, and future cutting-edge technologies that will evolve over the life of this contract. These technologies may not be listed below but could be supported in the future by the FEA and other governmental or non-governmental reference models or publications. Because technology advances over the period of performance of this contract are inevitable, the scope of this contract takes into consideration that task order requirements are permitted to include future types IT services and solutions as they arise.

Further, when the OCO submits a solicitation to NITAAC for GWAC competition, the PCO will determine whether the solicitation is in the scope of the CIO-SP4 GWAC. If the PCO determines the task order solicitation to be out of the scope of the GWAC, the PCO will promptly notify the OCO.

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

Task Area 1 is defined as the intersection of IT and healthcare involving the design, development, creation, use, and maintenance of information systems for the healthcare industry and government agencies with healthcare related missions. The objective of this task area is to support biomedical research, health sciences and healthcare by performing studies and analyses, and by providing operational, technical, and maintenance services for the systems and equipment that interface with information systems throughout the federal government.

A comprehensive, but not exhaustive, 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 IT 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. Healthcare Systems Studies
- p. Natural Language Processing Software and Services (Biology/Medicine Focus)
- q. Medical Computer-based Training
- r. Standards Development for Health IT Services

### **C.2.2 Task Area 2 – Chief Information Officer (CIO) Support**

Task Area 2 is defined as analytic and program management support functions involving the leadership (i.e., strategy, introduction and direction) and management (i.e., execution, performance and oversight) of information systems. The objective of this task area is to support Chief Information Officers (CIOs) in implementing laws, regulations and policies, to facilitate evolving CIO practices, and to support program offices.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Support IT Strategic Planning
- b. IT Governance Development and Management
- c. Analytics (Artificial Intelligence and Machine Learning, Data Warehousing, Data Mining and Business Intelligence)

- d. Business Consulting, Business Process Reengineering, and Advisory & Assistance Services
- e. Organizational Management (Change Management, Communications, Balanced Scorecard and A-76 Support)
- f. IT Acquisition Management (Market Research and Analysis and Acquisition Support)
- g. Program/Project Management Support (Agile Project Management, Agile Coaching, Risk Management, Financial Management and Workforce Management)
- h. Program Management Office Support (IT Portfolio Analysis, Capital Planning and Investment Control)
- i. Program Analyses and Implementation (Business Cases Analysis, Cost/Benefit Analysis and Cost Effectiveness Analyses)
- j. Independent Verification and Validation
- k. Enterprise Architecture Support
- l. Program Measurement (Benchmarking, Common Baseline and Gap Analysis)
- m. Blockchain

### **C.2.3 Task Area 3 – Digital Media**

Task Area 3 is defined as the support functions involving the capture and management (i.e., authentication, verification, validation, and disposal) of digital media. The objective of this task area is to provide systems and services that support the creation, collection, preservation, storage, retrieval, distribution, and modification of digital media. Digital media can include, but is not limited to, documents, images, audio, geographical information systems, video, and photographs.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Digital Management Systems (Documents, Images, Audio, Video)
- b. Digital Conversion (Video, Images, Audio, Text – any sensory input)
- c. Digital Content Management
- d. Medical Imaging (Laboratory and test equipment, Picture Archiving and Communication Systems)
- e. Imaging (Document, Geospatial, Geographic Information Systems, Scientific, Environmental, Security)
- f. Digital Analysis (Image Analysis, Audio Analysis, Multimedia Analysis)
- g. Virtual Reality (3D Immersive Visualization)

### **C.2.4 Task Area 4 – Outsourcing**

Task Area 4 covers the practice of leveraging outside organizations that assume the responsibility of an organization's information systems with little to no managerial input (i.e., not staff augmentation). The objective of this task area is to provide the IT infrastructure and IT services required to assume management and operations of government IT resources and business functions (i.e., managed by performance – KPIs, SLOs, SLAs, etc.).

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Management of IT Services independent of Client management
- b. Leasing of Hardware and Software
- c. Implementation of Standards (e.g., International Organization for Standardization (ISO) 9000, Capability Maturity Model Integration (CMMI), IT Services Management on an IT Organization
- d. Solution Leasing
- e. Transformation Services

### **C.2.5 Task Area 5 – IT Operations and Maintenance**

Task Area 5 is defined as the practice of hiring outside resources that perform information systems support with direct oversight (e.g., staff augmentation). The objective of this task area is to support the operation and maintenance of IT systems, and to keep IT systems viable with vendor supported releases or off-the-shelf software upgrades. Operations and maintenance on IT systems includes all software and hardware associated with mainframes, client/server, web-based applications, XYZ-as-a-Service, virtual desktop infrastructure, and networking.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Operational Support
- b. IT Service Management
- c. DevOps / DevSecOps
- d. Database Management
- e. Software Maintenance and Upgrades
- f. Telecommunications Maintenance (Data, Voice, Images, including Wireless)
- g. Infrastructure Management Services (IMS) (Configuration Management; Network/Hardware Support; Help Desk/IT Support; Resource Management; Backup and Recovery Management; Installation, Configuration, and Tuning; Electronic Software Licensing Services, including license: deployment, management, tracking, upgrading, etc.; System Management; IT Operation and Maintenance Planning; Data Quality Management; Continual Service Improvement; IT Infrastructure Optimization; Hardware Asset Management; Software Management)

- h. Training

### **C.2.6 Task Area 6 – Integration Services**

Task Area 6 is defined as the coupling of information systems with disparate data, information, and/or systems. 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, workflow systems such as, 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 exhaustive, sampling of work to be performed under this task area is shown below:

- a. Infrastructure Engineering, Development, Implementation and Integration
- b. Enterprise Application Integration
- c. Service Oriented Architecture
- d. Data Migration and Integration
- e. Open Source Integration
- f. Enterprise Data Management
- g. Collaboration Tools
- h. System Design Alternative (SDA) Studies
- i. Systems Engineering
- j. Architecture Validation and Verification
- k. Business Process Management (Discover, Model, Analyze, Measure, Improve and Optimize Business Processes)

### **C.2.7 Task Area 7 – Cybersecurity**

Task Area 7 is defined as the authentication, verification, validation, and protection of data, information systems and resources. The objective of this task area is to support the protection of cyber infrastructure, assurance of agency information, and operations that protect and defend information and information systems. This is accomplished by providing confidentiality, integrity, availability, accountability, restoration, authentication, non-repudiation, protection, detection, monitoring and event react capabilities.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Cyber Security (Cryptographic Techniques, Cyber Incident Management, Identity and Access Management, Information Security Management System (ISMS), IT

- System Security Evaluation, Network Security, Security Automation and Continuous Monitoring (SACM), Supply Chain Risk Management (SCRM), Software Assurance, Security Engineering and Cybersecurity Maturity Model Certification support)
- b. Critical Infrastructure Asset Identification and Configuration Management Databases
  - c. Information Assurance of Critical Infrastructure
  - d. Risk Management Framework Support
  - e. Facility Protection Planning
  - f. Information Systems Security
  - g. Security Operations Center Development and Operations Management
  - h. Application Security
  - i. Vulnerability Management
  - j. Flaw Remediation
  - k. Risk Mitigation Contingency Planning
  - l. Disaster Recovery Planning
  - m. Incident Response Planning and Execution
  - n. System Assessment and Authorization
  - o. Security Training and Awareness Programs
  - p. Security Exercises and Simulation
  - q. Federal Information Security Management Act (FISMA) Implementation Support
  - r. Health Insurance Portability and Accountability Act Implementation Support
  - s. Public Key Infrastructure
  - t. Trusted Internet Connections implementation
  - u. Security Review and Analysis of Automated Information Systems
  - v. Intelligent, Automated Data Collection and Analysis
  - w. IT Forensics and eDiscovery

### **C.2.8 Task Area 8 – Digital Government and Cloud Services**

Task Area 8 is defined as the digital communications between entities. The objective of this task area is to support government services that are provided through digital and / or electronic means, creating a transparent interaction between government and citizens (G2C), government and business enterprises (G2B) and government to government relationships (G2G).

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. 21<sup>st</sup> Century Integrated Digital Experience Act (IDEA) compliance support
- b. Managed IT Services Support (e.g., Software-as-a-Service, Platform-as-a-Service, Cloud Services, etc.)
- c. Web Development and Support
- d. Electronic Commerce and Electronic Data Interchange
- e. Government to Citizen Relationship Management
- f. Knowledge Management (IT-based sharing/storing of an Agency individuals' knowledge)
- g. IT-Enhanced Public Relations
- h. Business-to-Government (B2G) Solutions
- i. Communications Management
- j. Accessibility Services (508 and 504 compliance)
- k. Automated Abstraction, Taxonomies and Ontologies
- l. Social Media and Social Media Management and Analytics
- m. Interactive Marketing
- n. Robotic Process Automation (RPA)

### **C.2.9 Task Area 9 – Enterprise Resource Planning**

Task Area 9 is defined as the planning, implementation and training for enterprise-wide software applications. The objective of this task area is to support the implementation of enterprise management applications and systems in the federal environment. These applications and systems are integrated software applications used to control, monitor and coordinate key business activities across an enterprise. They generally fall into the following categories: finance, human resources, logistics, manufacturing, and projects.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. ERP Package Implementation
- b. Integration of Business Systems
- c. Business Transformation and Business Process Reengineering
- d. Business Systems Modernization
- e. ERP Software Package Selection
- f. ERP IT Infrastructure
- g. ERP Infrastructure Planning, Installation and Tuning
- h. ERP Performance Load Testing

- i. ERP End User Training

**C.2.10 Task Area 10 – Software Development**

Task Area 10 is defined as the planning, requirements gathering, development and implementation for software applications. The objective of this task area is to develop customized software applications, web applications, mobile applications, database applications, and other solutions not available in off-the-shelf software applications.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Requirements Analysis/Gathering, Design, Coding, Security and Testing
- b. Artificial Intelligence (Software and Services)
- c. Secure Code Management
- d. Production Deployment
- e. Application Prototyping
- f. Multimedia Software for Patient/Staff Education
- g. Program Evaluation Software
- h. Administrative and General Decision Support Software
- i. Web X.0 (2.0, 3.0, ...) Development and Management
- j. Database Development and Management
- k. Clinical Protocol and Quality Assurance Decision Support Software
- l. Testing

**C.3 Reporting Requirements**

The following shows when reports must be received by NITAAC.

<b>Quarter</b>	<b>Months</b>	<b>Must be received by</b>
Quarter 1	1 October – 31 December	15 January
Quarter 2	1 January – 31 March	15 April
Quarter 3	1 April – 30 June	15 July
Quarter 4	1 July – 30 September	15 October

### **C.3.1 Awards and Modifications**

All task order awards and modifications shall be reported in e-GOS within 15 calendar days of receipt by the contractor. The reporting of modifications pertains to both funded modifications and administrative modifications.

### **C.3.2 Quarterly Activity Report**

On a quarterly basis, the quarterly activity report shall provide a summary of the award and modification activity reported by the contractor in e-GOS for the previous quarter. The contractor is responsible for correcting any errors in the information prior to quarterly certification of the information through e-GOS.

### **C.3.3 NIH Contact Access Fee Payment Report**

The NCAF Payment Report is a summary of payment activity by the contractor.

The contractor shall certify NCAF payments through e-GOS on a quarterly basis. During the process of certification, the contractor shall provide the status on any balances that are due and identify and explain any discrepancies found.

### **C.3.4 Contractor Profile Report**

The contractor shall be responsible for maintaining the contractor company profile in e-GOS. On a quarterly basis, the contractor shall certify the accuracy of the information in e-GOS.

### **C.3.5 Internet Presence Report**

Contractors must certify their compliance with C.4.

On a quarterly basis, the contractor shall submit a signed and dated letter on its company letterhead certifying compliance with C.4 for the previous quarter.

The report shall be submitted to the NITAAC Customer Support Center at NITAACsupport@nih.gov.

### **C.3.6 Limitations on Subcontracting Certification**

On an annual basis, the contractor shall submit a certification on or before October 15 of each year stating whether they complied with limitations on subcontracting for their respective socioeconomic category.

The certification shall be submitted on an official company letterhead to the NITAAC customer support center at NITAACsupport@nih.gov. The certification letter shall be signed and dated. It shall include the CIO-SP4 small business contract number, the fiscal year certified, and a statement concerning compliance from one of the following:

1. Small businesses, and 8a participants, must state whether they complied with 52.219-14(c)(1).
2. SDVOSB offerors must state whether they complied with 52.219-27(d)(1).
3. WOSB offerors must state whether they complied with 52.219-30(d)(1).
4. HUBZone offerors must state whether they complied with 52.219-3(d)(1).

The letter shall also include actual dollars and percentages in the following format:

Title	Actual Annual	Actual Cumulative
Total Funded Amount	\$	\$
Total Cost Incurred	\$	\$
Total Subcontracted Amount	\$	\$
Total Subcontracted Percentage	%	%

\*Note: Actual Annual = Previous Fiscal Year Actual Cumulative = Contract Award to Date

### **C.3.7 Accounting System Certification**

Contractors must demonstrate their continued ability to maintain an adequate accounting system for cost reimbursement task orders under this contract.

On an annual basis, the contractor shall submit a signed and dated letter on its company letterhead certifying compliance with FAR 16.301-3(a)(3) for determining costs applicable to task orders under this contract during the previous and next years.

The letter shall include the following statement and be submitted annually to the NITAAC Customer Support Center at NITAACsupport@nih.gov on or before October 15 of each year.

“With this letter, [enter contractor legal name here] certifies that its accounting system was audited and continues to be adequate in accordance with FAR Part 16.301-3(a)(3) for determining costs applicable to task orders under this contract.”

### **C.4 Contractor Internet Presence**

Within 30 days after contract award, the contractor shall have submitted to NITAAC the below list of items to be displayed on the NITAAC website. The items must be kept up to date through the life of the contract to be displayed on a publicly available webpage. The purpose of this information is for potential customers to contact contractors regarding the contractor’s ability to provide world-class professional support services under the contract.

The items are as follows:

1. Signed (awarded) standard form 26.
2. Latest conformed copy of their contract.
3. Their loaded labor rates for each contract year for both government and contractor sites.
4. Prompt payment terms.
5. Contact information for the contractor's PM.

The displayed information must always be current and accurate. The contractor must promptly notify NITAAC customer support of any changes to this information or their website.

### **C.5 Meetings and Conferences**

Contractors are required to participate in monthly contract holder conference calls designed for the exchange of information among contract holders and the NITAAC program. Participation in these conference calls will ensure that contractors are kept abreast of ongoing NITAAC program and contractor community activities.

Contractors are encouraged to participate in community action groups to assist in the development of strategies around market outreach, communication, and other topics relevant to the CIO-SP4 GWAC program.

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. At a minimum, contractor program managers are required to attend these meetings.

## **SECTION D: PACKAGING, MARKING, AND SHIPPING**

### **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**

### **E.1 General**

**Table 4 – Section E FAR Clauses Incorporated by Reference:**

<b>The following clauses may apply to the contract and / or any non-commercial task order.</b>		
52.246-1	Contractor Inspection Requirements	MAR 1994
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
<b>The following clauses may apply to the contract and / or non-commercial firm fixed price task orders.</b>		
52.246-2	Inspection of Supplies – Fixed Price	AUG 1996
52.246-2 ALT I	Inspection of Supplies – Fixed Price – ALT I	JUL 1985
52.246-2 ALT II	Inspection of Supplies – Fixed Price – ALT II	JUL 1985
52.246-4	Inspection of Services – Fixed Price	AUG 1984
52.246-16	Responsibility for Supplies	APR 1984
<b>The following clauses may apply to the contract and / or cost reimbursement task orders.</b>		
52.246-3	Inspection of Supplies—Cost-Reimbursement	MAY 2001
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984
<b>The following clauses may apply to the contract and / or non-commercial time and materials or labor hour task orders.</b>		
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001
52.246-6 ALT I	Inspection—Time-and-Material and Labor-Hour ALT I	APR 1984

### **E.2 Place of Inspection and Acceptance**

The location of inspection and acceptance of all work and deliverables will be specified in individual task orders. The government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance unless otherwise specified in the task order.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 General**

**Table 5 – Section F FAR Clauses Incorporated by Reference**

<b>The following clauses may apply to the contract and / or any non-commercial task order.</b>		
52.211-8	Time of Delivery	JUN 1997
52.211-8 ALT I	Time of Delivery – ALT I	APR 1984
52.211-8 ALT II	Time of Delivery – ALT II	APR 1984
52.211-8 ALT III	Time of Delivery – ALT III	APR 1984
52.211-9	Desired and Required Time of Delivery	JUN 1997
52.211-9 ALT I	Desired and Required Time of Delivery – ALT I	APR 1984
52.211-9 ALT II	Desired and Required Time of Delivery – ALT II	APR 1984
52.211-9 ALT III	Desired and Required Time of Delivery – ALT III	APR 1984
52.247-29	F.o.b. Origin	FEB 2006
52.247-34	F.o.b. Destination	NOV 1991
<b>The following clauses may apply to the contract and / or firm fixed price non-commercial task orders.</b>		
52.211-16	Variation in Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
<b>The following clause may apply to the contract and / or cost reimbursement task orders.</b>		
52.242-15 ALT I	Stop-Work Order ALT I	APR 1984

### **F.2 Periods of Performance**

The periods of performance of this contract are:

Base Period of Performance:

5 years 05/2022 – 05/2027

Optional Period of Performance:

5 years 05/2027 – 05/2032

Task orders awarded at any time during the base or optional period of performance may have a period of performance up to five years (including options).

### **F.3 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 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**

### **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.

### **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](https://www.usa.gov) under <https://www.usa.gov/Agencies/federal.shtml>.

Agencies may authorize Contractors to use this contract as a Government supply source in accordance with FAR 51.101(a) or (b). In issuing such authorizations, Agencies shall follow the requirements of FAR 51.102. Contractors authorized to use the contract shall follow the terms of the contract and include in each order the following:

- 1) A copy of the authorization; and,
- 2) The following statement: "This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of the GWAC, the latter will govern."

### **G.3 Roles**

The administration of this contract will require coordination between the government and the contractor. Below is a description of the roles and responsibilities of individuals who will be the primary points of contact for the government and contractor on matters regarding contract administration. The government may unilaterally modify the roles and responsibilities at any time during the period of performance of the contract.

#### **G.3.1 Government Personnel**

##### **G.3.1.1 Procuring Contracting Officer (PCO)**

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

1. Direct or negotiate any changes to the contract;
2. Modify or extend the period of performance;
3. Change the delivery schedule;
4. Authorize reimbursement of any costs of the contractor incurred during the performance of this contract; and
5. Otherwise change any terms and conditions of this contract.

### **G.3.1.2 NITAAC Contracting Officer's Representative (COR)**

The following contracting officer's representative (COR) will represent the government for the purpose of this contract:

Name: TBD

Address:

Email:

Phone:

The COR is responsible for:

1. Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending changes in requirements to the PCO;
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;
5. Assisting in the resolution of technical problems encountered during performance.

The government may unilaterally change its COR at any time.

### **G.3.1.3 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 with respect to that task order.

### **G.3.1.4 Information Systems Security Officer**

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, and policies. HHS Information Security Program Policy can be found at [http://ocio.nih.gov/security/sec\\_policy.html](http://ocio.nih.gov/security/sec_policy.html).

## **G.3.2 Contractor Personnel – Key Personnel**

The contractor program manager (PM) and contract administrator (CA) are considered key personnel pursuant to HHSAR 352.237-75. They are essential to the work being performed on this contract.

The key personnel shall be an employee of the contractor. Key personnel email address domain names shall align with the contractor legal business name. They shall be the only / official point of contact to NITAAC. NITAAC will reject communication from contractor employees who have not been designated as key personnel on this contract.

Any request for a change in key personnel must be submitted to the NITAAC Customer Support Center (NITAACsupport@nih.gov) on official company letterhead, along with the resume that includes:

1. New individual's full name
2. Office phone number
3. Individual's assigned company email address
4. Explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract.

The government reserves the right to reject any proposed key personnel replacements that are not qualified and / or do not meet the requirements of the contract.

### **G.3.2.1 Contractor Program Manager**

The contractor's corporate management structure shall guarantee senior, high-level, program management of the CIO-SP4 GWAC Program. As such, 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.
2. Promoting the CIO-SP4 GWAC to other federal agencies by participating in trade shows, conferences, and other meetings where the government has a significant presence. NITAAC will periodically send out lists of trade shows and conferences available to participate.
3. Promoting Contractor identity as NITAAC CIO-SP3 Small Business contract holder by using the NITAAC CIO- SP3 Small Business logo in advertising, placing these identifiers in printed and in on-line communications; displaying CIO-SP3 Small Business promotional placards; and, disseminating NITAAC CIO-SP3 Small Business marketing materials.

(Appropriate use of the NITAAC CIO-SP3 Small Business logo in advertisements directed to Federal Government contract use is acceptable, provided that the advertisement does not state or imply that the product or service is endorsed or preferred by the Government).

4. Educating and training contractor staff to ensure that they can effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of the CIO-SP4 GWAC.
5. Providing all reporting information required under the contract accurately and in a timely manner.
6. Attending meeting and conferences, as required; and
7. Serving as the primary focal point within the contractor's organization on all matters pertaining to this contract.

The contractor program manager is listed on the NITAAC website at: TBD.

### **G.3.2.2 Contractor Contract Administrator**

The contractor shall identify an individual selected to fill the role of contractor contract administrator for the GWAC. Their duties include, but are not limited to:

- a. Verifying that the OCO soliciting or awarding a task order solicitation under CIO-SP4 has a CIO-SP4 Delegation of Procurement Authority. Verification can be provided by the CIO-SP4 CO, CIO-SP4 PM, or duly authorized representative.
- b. Ensuring that the contractor's task order awards are contractually in compliance with CIO-SP4.
- c. Ensuring all data within e-GOS is current, accurate, and complete.
- d. Ensuring contract administrative functions are maintained and meeting all reporting requirements.
- e. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously.
- f. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely.
- g. Attending all CIO-SP4 Program Management Review (PMR) meetings and other CIO-SP4 meetings as scheduled.

The contractor contract administrator is listed on the NITAAC website at: TBD

## **G.4 Contractor Performance Assessment Reporting Systems**

### **G.4.1 Annual Evaluation of Contractor Performance**

As described in FAR 42.1503, the government will conduct past performance assessments on the contractor performance. The PCO will conduct past performance assessments for this contract. The OCO is responsible for conducting past performance assessments at the task order level.

### **G.4.2 Electronic Access to Contractor Performance Evaluations**

Contractors are required to register in the appropriate past performance assessment systems (such as CPARS) to review and respond to past performance evaluations as prescribed by the OCO at the task order level.

Contractors 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://www.cpars.gov>.

Only the contractor PM or contractor CA should register and serve as the POC in this system.

## **G.5 Task Order Procedures**

### **G.5.1 Electronic Government Ordering System**

1. NITAAC has developed the secure 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. Contractors and customers are required to use e-GOS in order to participate in the task order process by registering as an e-GOS user and agreeing to system usage rules of behavior. This is a web-based task order processing system that integrates workflow management, electronic document management, and aspects of customer relationship management.
2. The contractor CIO-SP4 email address, a personal email address, or a general email address may not be used to register for an account in e-GOS. Contractor employees shall register in e-GOS using their individually assigned company email address.
3. The contractor PM shall serve as the e-GOS representative as the contractor primary point of contact for resolution of issues that may arise. The contractor PM shall attend mandatory e-GOS training as deemed necessary by the NITAAC.
4. OCOs or their designated agents are to use e-GOS for all task order requests, requests for information, and sources sought notices. This includes TORs that fall under the FAR 16.505(b)(2) fair opportunity exclusion.
5. Contractors shall submit responses to TORs in e-GOS. If a government customer requests the contractor submit their response through e-mail or in hardcopy format, the contractor may do so; however, the contractor shall also submit their response through e-GOS prior to the response deadline.
6. If the contractor decides not to submit a task order response to a TOR, a no-bid response shall be submitted through e-GOS on or before the closing date and time established in the TOR.
7. Future e-GOS enhancements may include the implementation of digital signatures. This may entail a nominal cost to the contractor to purchase and maintain appropriate security certificates. The government will not reimburse the contractor for this expense.

### **G.5.2 Task Order Issuance**

Only the OCO may issue task orders to the contractor and provide specific authorization or direction to perform work. Unless specifically authorized by the OCO, the contractor shall not commence work until a fully executed task order has been awarded and submitted through e-GOS. In the event the OCO permits work in the absence of an order submitted through e-GOS, the OCO must still ensure that a valid task order predates commencement of the work.

If a TOR is issued outside of e-GOS, contractors shall immediately notify NITAAC and submit all TOR documents to the NITAAC Customer Support Center at [NITAACsupport@nih.gov](mailto:NITAACsupport@nih.gov) within three calendar days.

Contractors are expected to perform a cumulative minimum of \$150,000.00 each year throughout the life of the contract. The \$150,000.00 could be from the value of one task order or the values of many task orders when combined. Failure to comply with the minimum performance may serve as grounds for the PCO to ramp off the contractor as described in section H. Alternatively, at its sole discretion, NITAAC may decline to exercise the contract option and allow the contract to expire

### **G.5.3 Requesting Task Order Proposals**

Generally, the TOR will include, but is not limited to the following:

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

### **G.5.4 Fair Opportunity**

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

#### **G.5.4.1 Fair Opportunity Thresholds**

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

1. For orders exceeding the current micro purchase threshold up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
2. For orders exceeding the simplified acquisition threshold up to \$5.5 Million, in accordance with 16.505(b)(1)(iii); and,
3. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

#### **G.5.4.2 Exceptions to Fair Opportunity**

The following are exceptions to fair opportunity:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

2. Only one awardee can provide the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.
5. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
6. In accordance with section 1331 of Public Law 111-240 (15 USC 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in FAR Part 19 apply. Additionally, NITAAC has established Indian Economic Enterprise and Indian Small Business Economic Enterprise tracks that OCOs may use to set aside orders to these groups.

**G.5.4.3 Small Business and Socioeconomic Set-Asides**

The solicitation incorporates FAR 52.219-13 Alternate I which provides the Contracting Officer will set aside orders for the small business concerns identified in 19.000(a)(3) when the conditions of FAR 19.502-2 and the specific program eligibility requirements are met, as applicable. Additionally, other groups are eligible for set-aside orders under this GWAC. They are Indian Economic Enterprises, Indian Small Business Economic Enterprises, and veteran owned small businesses.

The following are the types of set-asides allowed under this GWAC:

Small business
8(a)
Women owned small business
Veteran owned small business
Service-disabled veteran owned small business
HUBZone small business
Indian Economic Enterprises
Indian Small Business Economic Enterprises

e-GOS will automatically provide the OCO sufficient information about qualifying contractors in each socioeconomic group. This is for market research purposes to assist the OCO in

determining whether to solicit the requirement as one of the following set-asides or whether to use full and open competition.

For HHS Task Order Contracting Officers only: Every task order requirement below the threshold of \$1.3 Million, is required to be automatically and exclusively set-aside for small businesses. There must be at least two or more (Rule of Two) responsible small business concerns that are competitive in terms of market prices, quality, and delivery for an automatic set-aside to occur.

Although all contractors within a particular group must be offered an opportunity to participate under a particular task order (as long as they qualify under the selected task areas as defined in section C.), there is no requirement to obtain three proposals as long as all contract holders within a grouping were provided Fair Opportunity to respond to the request in accordance with FAR Part 16 ordering procedures.

### **G.5.5 Contract Type**

#### **G.5.5.1 Firm-Fixed Price Task Orders**

For FFP TORs, the contractor will multiply the quantity of hours of each required labor category against the rate listed in the pricing schedule (tables 2 and 3 under B.4) or as negotiated for the task, and the cumulative extended total of all items ordered will define the total task order value. Travel and other-direct-costs (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. Firm fixed price task orders may be commercial (subject to FAR Part 12) or non-commercial.

#### **G.5.5.2 Cost-Reimbursement Task Orders**

Throughout the life of the contract, contractors are required to maintain an accounting system that is adequate for determining costs applicable to cost-reimbursement type task orders as described in FAR Subpart 16.3. This is an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), any federal civilian audit agency, or a third-party certified public accounting firm has audited and determined adequate for determining costs applicable to this contract.

A cost-reimbursement task order can include use of the contractor's most recent DCAA-approved provisional indirect billing and actual rates for both direct and indirect costs. If a contractor does not have DCAA approved rates, their indirect rates may be used in accordance with FAR 31.203. Any 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 incentive or award portion will be clearly differentiated. Such task orders will be subject to the additional clauses prescribed by FAR 16.307.

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.

### **G.5.5.3 Time-and-Materials Task Orders**

For time and materials / labor hour task orders, the contractor will multiply the quantity of hours required under each labor category against the rate listed in B.4. The contractor may propose lower rates or different rates to reflect specialized labor categories. A T&M or LH task order *may* utilize the clauses cited in FAR Part 12 for commercial task orders, or FAR Part 16 for non-commercial task orders. The hourly rates in this contract include wages, overhead, G&A, and profit in accordance with FAR 16.601(b)(1).

### **G.5.5.4 Incentive Task Orders**

Incentive task orders are allowed under this GWAC. OCO's and contractors must follow the guidance cited in FAR Subpart 16.4.

### **G.5.6 Performance-Based Acquisitions Methods**

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.5.7 Price Reasonableness**

Although the labor rates on this contract have been determined fair and reasonable at the time of award, the OCO is still responsible for a determination of cost or price reasonableness for each task order.

#### **G.5.7.1 Certificate of Cost or Pricing Data**

If none of the exceptions under FAR 15.403-1(b) apply, the OCO may request a certificate of cost or pricing data in accordance with FAR 15.403-4.

#### **G.5.7.2 Other 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 doing so is a part of the Contractor's usual accounting practices and it is 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 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.

**(The following two paragraphs are applicable to cost-reimbursement task orders):**

For cost-reimbursement task orders, the OCO will specify items unallowable as direct costs absent prior written approval of the OCO. The following is a list of items are typically specified as unallowable:

1. Conferences & Meetings

2. Food for Meals, Light Refreshments & Beverages
3. Promotional Items
4. Acquisition, by purchase or lease, of any interest in real property
5. Special rearrangement or alteration of facilities
6. Purchase or lease of any item of general-purpose office furniture or office equipment regardless of dollar value
7. Travel Costs including Foreign Travel
8. Consultant Costs
9. Subcontract Costs
10. Patient Care Costs
11. Accountable Government Property
12. Printing costs
13. Research Funding

If the OCO knows prior to award that costs may be allowed for one or more of the items listed in (b), the OCO will specify such item(s) in the Task Order.

## **G.6 NIH Contract Access Fee and Fee Remittance**

1. The NCAF is a required NIH fee that is fixed at 0.55% for Small Businesses (SB) and 0.65% for Other Than Small Businesses (OTSB) to reimburse the cost of operating and administering the CIO-SP4 contract. This fee shall never to be treated as a negotiable element between the contractor and ordering agency. The NCAF is charged against all task orders and applied to the total obligated (funded) value for Contractor performance. Total award value is all inclusive of labor, fees (including award fees and incentive pools), and ODCs (including travel).

The formula is: Total NCAF = Total Obligated Award Value \* NCAF Percentage.

The total NCAF collected per task order may be capped at a set amount to be determined by NITAAC. For more information on this cap, please see the NITAAC website (<https://nitaac.nih.gov/nitaac/>).

2. The contractor shall include the NCAF as a separate Contract Line Item Number (CLIN) in all task order responses to the government, regardless of pricing arrangements used.
3. The contractor shall be responsible for reimbursing NCAF to NIH. It is the contractor's responsibility to ensure that any task order award or modification contains a properly calculated NCAF. The NCAF must be paid in full by the NCAF payment due date.
4. Contractors shall invoice the government for the full NCAF amount based on obligated amounts, either by funded award or funded modification, on the first invoice after receipt of the funded award or modification document. NCAF is not subject to downward adjustment.
5. NCAF payments will be due to NITAAC within 20 days after receipt of the first invoice after contract obligation.
6. The contractor shall utilize the Department of Treasury's secure government-wide collection portal at <https://www.pay.gov/paygov/> for payment of the NCAF to NITAAC. Contractors shall contact their financial institution to establish an account authorizing automated clearing house (ACH) direct debit payments to Pay.gov.

7. Failure to remit the NCAF in a timely manner will constitute a basic contract debt under FAR Subpart 32.6.
8. NIH reserves the unilateral right to adjust the NCAF should it experience a major change in the cost of operating its GWAC Program.

### **G.7 Invoice Submission**

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

### **G.8 Correspondence**

All data and correspondence submitted to the CIO-SP4 PCO, NITAAC, or the OCO shall reference:

1. CIO-SP4 PCO/NITAAC:
  - a. CIO-SP4 Contract Number
  - b. Contractor Legal Business Name (also listed on the NITAAC website)
  - c. Order Tracking ID Number (e.g. C-#####)
  - d. Order Title
2. OCO:
  - a. CIO-SP4 Contract Number
  - b. Contractor Legal Business Name (also listed on the NITAAC website)
  - c. NITAAC Order ID Number (e.g. C-#####)
  - d. Order Number (as listed on the order standard form)
  - e. Order Title
  - f. Point of Contact at the Government End User Agency

### **G.9 Maximum Program Ceiling and Minimum Contract Guarantee**

Each awarded contract has a ceiling value of \$50 billion.

The minimum guarantee is \$250. Contractors that have not been awarded task orders between time of award of GWAC and 12 months after award may invoice the government for the minimum guarantee.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Security Considerations**

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. The contractor shall follow the security requirements identified in the task order 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, 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. 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). Additionally, DHHS is not certified to perform DoD work pursuant to FAR 17.703 for Fiscal Year 2021. Therefore, DoD agencies must get waivers pursuant to FAR 17.703(e) on a case-by-case basis prior to using this GWAC to compete task orders.

### **H.2 Ramp-on Procedures**

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 will announce this open season by publishing a notice in the contracting opportunities section of beta.sam.gov. The open season will be subject to applicable contemporaneous federal procurement laws and guidance, provide an estimate of the number of new awards that the PCO intends to make, and a new solicitation will be issued during this time. The evaluation criteria of the ramp-on solicitation may differ from the original CIO-SP4 solicitation based on the needs of the government at that time. Any offeror meeting the eligibility requirements identified in that solicitation may submit a proposal. However, the PCO has the discretion to award more or fewer contracts than the number anticipated during the ramp-on.

Any contracts awarded under this article will not exceed the remaining period of performance of the existing CIO-SP4 GWACs. A ceiling value of \$50 billion per contract award will apply. Any offeror 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-SP4 contractor. The Government reserves the right to not proceed with GWAC Ramp On.

During ramp-on, current small business contract holders of one socioeconomic group may submit a request to NITAAC to be considered in additional socioeconomic groups. Those who choose to do so must belong to the socioeconomic group under which they make their request. The government will verify their new socioeconomic status by checking their System for Award Management (SAM) records or by requesting an SBA determination. They must also qualify for any additional task areas the new socioeconomic status may require. Exact instructions for this procedure will be provided during the ramp-on period.

### **H.2.1 Acquiring Additional Task Areas**

During the GWAC performance, Small Businesses of any socioeconomic type may propose for additional task areas they are not currently a part of, provided they meet the parameters set forth in the ramp-on solicitation. The PCO will make final determination as to the method and frequency regarding Contract Holders acquiring additional task areas.

### **H.3 Replacement of Team Members under a FAR 9.601(1) CTA**

Contractors that are awarded a contract based on a FAR 9.601(1) are required to obtain PCO approval prior to replacing, adding, or deleting team members.

Request for replacement of team members shall be made to the NITAAC Customer Support Center at NITAACsupport@nih.gov. The request shall include:

1. The Contractor CIO-SP4 contract number.
2. The existing team member name, Data Universal Numbering System (DUNS) and its qualified task areas under the GWAC.
3. The proposing replacement team member including name and DUNS.
4. A copy of the new CTA agreement.
5. A capability statement for the proposing member demonstrating qualifications that meet or exceed the existing member qualifications under the GWAC.
6. Representations and certifications from section K to be filled out by the new CTA member
7. The new CTA member must complete SF 1407 (REV 1/2014) as well as provide proof of an adequate accounting system similar to what was provided with the original solicitation.

All proposed new CTA members are subject to a responsibility determination in accordance with FAR Subpart 9.1. If a FAR 9.601(1) CTA proposes replacements of existing team members that the PCO determines adversely affects the ability of the CTA to continue to perform under the contract, the CTA's contract may be terminated for cause or default.

## **PART II – CONTRACT CLAUSES**

### **SECTION I: CONTRACT CLAUSES**

#### **I.1 Contract and Task Order Clauses Incorporated by Reference**

If a FAR clause is not listed below, the OCO may add any clause they believe is necessary to a TOR and subsequent task order award. This includes clauses specific to any FAR supplement, such as the DFARS, and any solicitation provisions and representations and certifications.

An OCO may have a contractor recertify their representations and certifications at any time during the issuance of a TOR or prior to task order award. A specific example of this may be a requirement for a contractor to recertify their small business size status in accordance with 52.219-1.

#### **52.252-2 Clauses Incorporated by Reference**

**FEB 1998**

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 as follows:

<https://www.acquisition.gov/far/>

HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html>

**Table 6 – Non-Commercial Clauses Incorporated by Reference**

<b>The following clauses may apply to the contract and any non-commercial task order.</b>		
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020

52.203-14	Display of Hotline Poster(s)	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	DEC 2014
52.204-19	Incorporation by Reference of Representations and Certifications	JUN 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.207-5	Option to Purchase Equipment	FEB 1995
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Over \$35,000)	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.210-1	Market Research	JUN 2020
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records – Negotiation	JUN 2020
52.215-2 ALT I	Audit and Records – Negotiation – ALT I	MAR 2009

52.215-2 ALT II	Audit and Records – Negotiation – ALT II	AUG 2016
52.215-2 ALT III	Audit and Records – Negotiation – ALT III	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Over \$700,000)	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	JUN 2020
52.215-12	Subcontractor Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	JUN 2020
52.215-13 ALT I	Subcontractor Certified Cost or Pricing Data – Modifications – ALT I	AUG 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-14 ALT I	Integrity of Unit Prices – ALT I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	JUN 2020
52.215-21 ALT I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT I	JUN 2019
52.215-21 ALT II	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT II	OCT 1997
52.215-21 ALT III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT III	OCT 1997
52.215-21 ALT IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT IV	OCT 2010
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.215-23 ALT I	Limitations on Pass-Through Charges – ALT I	OCT 2009
52.216-32 ALT I	Task-Order and Deliver-Order Ombudsman – ALT I	SEP 2019
52.217-6	Option for Increased Quantity	MAR 1989
52.217-7	Option for Increased Quantity — Separately Priced Line Item	MAR 1989
52.217-8	Option to Extend Services	NOV 1999

52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award	MAR 2020
52.219-3 ALT I	Notice of HUBZone Set-Aside or Sole Source Award--Alternate I	MAR 2020
52.219-6	Notice of Total Small Business Set-Aside	MAR 2020
52.219-7	Notice of Partial Small Business Set-Aside	MAR 2020
52.219-8	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)	OCT 2018
52.219-9	Small Business Subcontracting Plan	MAR 2020
52.219-9 ALT I	Small Business Subcontracting Plan – ALT I	NOV 2016
52.219-9 ALT II	Small Business Subcontracting Plan – ALT II	NOV 2016
52.219-9 ALT III	Small Business Subcontracting Plan – ALT III	JUN 2020
52.219-9 ALT IV	Small Business Subcontracting Plan – ALT IV	JUN 2020
52.219-10	Incentive Subcontracting Program	OCT 2014
52.219-11	Special 8(a) Contract Conditions	JAN 2017
52.219-12	Special 8(a) Subcontract Conditions	OCT 2019
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-13 ALT 1	Notice of Set-Aside of Orders	MAR 2020
52.219-14	Limitations on Subcontracting	MAR 2020
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.219-17	Section 8(a) Award	OCT 2019
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	MAR 2020
52.219-18 ALT I	Notification of Competition Limited to Eligible 8(a) Concerns – ALT I	JAN 2017
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	MAR 2020
52.219-28	Post-Award Small Business Program Re-representation	JUN 2020
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns	MAR 2020
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	MAR 2020

52.219-31	Notice of Small Business Reserve	MAR 2020
52.219-32	Orders Issued Directly Under Small Business Reserves	MAR 2020
52.219-33	Non-Manufacturer Rule	MAR 2020
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor—Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	JUN 2020
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEPT 2016
52.222-26 ALT I	Equal Opportunity – ALT I	FEB 1999
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-35 ALT I	Equal Opportunity for Veterans	JUN 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-36 ALT I	Equal Opportunity for Workers with Disabilities – ALT I	JUL 2014
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)	AUG 2018
52.222-49	Service Contract Labor Standards—Place of Performance Unknown	MAY 2014
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-50 ALT I	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017

52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention & Right-To-Know Information	MAY 2011
52.223-5 ALT I	Pollution Prevention & Right-To-Know Information – ALT I	MAY 2011
52.223-5 ALT II	Pollution Prevention & Right-To-Know Information – ALT II	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designated Items	MAY 2008
52.223-9 ALT I	Estimate of Percentage of Recovered Material Content for EPA Designated Items – ALT I	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment	JUN 2014
52.223-13 ALT I	Acquisition of EPEAT®-Registered Imaging Equipment – ALT I	OCT 2015
52.223-14	Acquisition of EPEAT®-Registered Televisions	JUN 2014
52.223-14 ALT I	Acquisition of EPEAT®-Registered Televisions – ALT I	JUN 2014
52.223-15	Energy Efficiency In Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	OCT 2015
52.223-16 ALT I	Acquisition of EPEAT®-Registered Personal Computer Products – ALT I	JUN 2014
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.224-3 ALT I	Privacy Training – ALT I	JAN 2017
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	JUN 2020
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUN 2020
52.227-1 ALT II	Authorization and Consent	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	JUN 2020
52.227-3 ALT I	Patent Indemnity	APR 1984
52.227-3 ALT II	Patent Indemnity	APR 1984
52.227-3 ALT III	Patent Indemnity	JUL 1995
52.227-5	Waiver of Indemnity	APR 1984
52.227-9	Refund of Royalties	APR 1984
52.227-10	Filing of Patent Applications—Classified Subject Matter	DEC 2007
52.227-11	Patent Rights—Ownership by the Contractor	MAY 2014
52.227-11 ALT IV	Patent Rights—Ownership by the Contractor	JUN 1989
52.227-14	Rights in Data — General	DEC 2007
52.227-14 ALT I	Rights in Data — General – ALT I	DEC 2007
52.227-14 ALT II	Rights in Data — General – ALT II	DEC 2007
52.227-14 ALT III	Rights in Data — General – ALT III	DEC 2007
52.227-14 ALT IV	Rights in Data — General – ALT V	DEC 2007
52.227-17	Rights in Data—Special Works	DEC 2007
52.227-18	Rights in Data—Existing Works	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment—Major Systems	MAY 2014
52.227-22	Major System — Minimum Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-14	Irrevocable Letter of Credit	NOV 2014

52.228-16	Performance and Payment Bonds — Other Than Construction	NOV 2006
52.228-16 ALT I	Performance and Payment Bonds — Other Than Construction – ALT I	JULY 2000
52.229-1	State and Local Taxes	APR 1984
52.229-12	Tax on Certain Foreign Procurements	JUN 2020
52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure and Consistency of Cost Accounting Practices	JUN 2020
52.232-12	Advance Payments	MAY 2001
52.232-12 ALT I	Advance Payments – ALT I	APR 1984
52.232-12 ALT III	Advance Payments – ALT III	APR 1984
52.232-12 ALT IV	Advance Payments – ALT IV	APR 1984
52.232-12 ALT V	Advance Payments – ALT V	MAY 2001
52.232-16	Progress Payments	JUN 2020
52.232-16 ALT I	Progress Payments – ALT I	MAR 2000
52.232-16 ALT III	Progress Payments – ALT III	APR 2003
52.232-18	Availability of Funds	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-23 ALT I	Assignment of Claims – ALT I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-30	Installment Payments for Commercial Items	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-36	Payment by Third Party	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013

52.233-1	Disputes	MAY 2014
52.233-1 ALT I	Disputes – ALT I	DEC 1991
52.233-3	Protest After Award	AUG1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	OCT 2020
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-26	Reporting Nonconforming Items	DEC 2019
52.251-1	Government Supply Sources	APR 2012
52.252-1	Solicitation Provisions Incorporated by Reference	FEB 1998
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
<b>The following clauses may apply to the contract and non-commercial fixed price task orders.</b>		
52.211-11	Liquidated Damages—Supplies, Services, or Research and Development	SEP 2000
52.216-16	Incentive Price Revision — Firm Target	OCT 1997
52.216-16 ALT I	Incentive Price Revision — Firm Target – ALT I	APR 1984
52.216-17	Incentive Price Revision — Successive Targets	OCT 1997
52.216-17 ALT I	Incentive Price Revision — Successive Targets – ALT I	APR 1984
52.228-5	Insurance — Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	FEB 2013

52.229-6	Taxes—Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-32	Performance-Based Payments	APR 2012
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.243-1 ALT I	Changes—Fixed Price – ALT I	APR 1984
52.243-1 ALT II	Changes—Fixed Price – ALT II	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1 ALT I	Government Property – ALT I	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria	MAY 2001
52.246-19 ALT I	Warranty of Systems and Equipment under Performance Specifications or Design Criteria – ALT I	APR 1984
52.246-19 ALT II	Warranty of Systems and Equipment under Performance Specifications or Design Criteria – ALT II	APR 1984
52.246-19 ALT III	Warranty of Systems and Equipment under Performance Specifications or Design Criteria – ALT III	APR 1984
52.246-20	Warranty of Services	MAY 2001
52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

**The following clauses may be applicable to the contract and / or cost reimbursement task orders.**

52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
52.216-11	Cost Contract — No Fee	APR 1984
52.216-12	Cost-Sharing Contract — No Fee	APR 1984
52.222-2	Payment for Overtime Premiums	JULY 1990
52.228-7	Insurance — Liability to Third Persons	MAR 1996
52.229-8	Taxes — Foreign Cost-Reimbursement Contracts	MAR 1990
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.232-12 ALT II	Advance Payments — Alternate II	MAY 2001
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-25 ALT I	Prompt Payment – Alternate I	FEB 2002
52.233-3 ALT I	Protest after Award – Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.243-2 ALT I	Changes — Cost Reimbursement – ALT I	APR 1984
52.243-2 ALT II	Changes — Cost Reimbursement – ALT II	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-2 ALT I	Subcontracts – ALT I	JUN 2020
52.244-5	Competition in Subcontracting	DEC 1996

52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
<b>The following clauses may be applicable to the contract and non-commercial time and materials or labor hour task orders.</b>		
52.216-7	Allowable Cost and Payment	AUG 2018
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	AUG 2012
52.232-9	Limitation on Withholding of Payments	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.243-3	Changes—Time-and-Materials or Labor-Hours	SEP 2000
52.244-2	Subcontracts	SEP 1996
52.249-6 ALT IV	Termination (Cost-Reimbursement) – ALT IV	SEP 1996
52.249-14	Excusable Delays	APR 1984

**Table 7 – Commercial FAR Clauses Incorporated by Reference**

<b>The following clauses may be applicable to commercial item / service task orders using FAR Part 12.</b>		
52.203-3	Gratuities	APR 1984
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014

52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions — Commercial Items	OCT 2018
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items	OCT 2020
52.212-5 ALT I	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items — ALT I	FEB 2000
52.212-5 ALT II	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items — ALT II	OCT 2020
52.216-32 ALT I	Task-Order and Deliver-Order Ombudsman	SEP 2019
52.217-6	Option for Increased Quantity	MAR 1989
52.217-7	Option for Increased Quantity—Separately Priced Line Item	MAR 1989
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-11	Special 8(a) Contract Conditions	JAN 2017
52.219-12	Special 8(a) Subcontract Conditions	OCT 2019
52.219-17	Section 8(a) Award	OCT 2019
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	MAR 2020
52.219-18 ALT I	Notification of Competition Limited to Eligible 8(a) Concerns – ALT I	JAN 2017
52.227-14	Rights in Data — General	DEC 2007
52.227-14 ALT I	Rights in Data — General – ALT I	DEC 2007
52.227-14 ALT II	Rights in Data — General – ALT II	DEC 2007
52.227-14 ALT III	Rights in Data — General – ALT III	DEC 2007
52.227-14 ALT V	Rights in Data — General – ALT V	DEC 2007
52.227-17	Rights in Data—Special Works	DEC 2007
52.227-18	Rights in Data—Existing Works	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013

52.245-1	Government Property	JAN 2017
52.245-1 ALT I	Government Property – ALT I	APR 2012
52.245-9	Use and Charges	APR 2012
52.252-2	Clauses Incorporated by Reference	FEB 1998
<b>The following clauses may be applicable to commercial item / service time and materials or labor hour task orders using FAR Part 12.</b>		
52.212-4 ALT I	Contract Terms and Conditions—Commercial Items – ALT I	JAN 2017

**Table 8 – HHSAR Clauses Incorporated by Reference**

<b>The following clauses may apply to the contract and / or task orders issued by agencies within the Department of Health and Human Services. This includes commercial and non-commercial task orders.</b>		
352.203-70	Anti-Lobbying	DEC 2015
352.204-70	Prevention and Public Health Fund—Reporting Requirements	DEC 2015
352.208-70	Printing and Duplication. Printing and Duplication	DEC 2015
352.211-3	Paperwork Reduction Act. 352.211-3	DEC 2015
352.219-71	Mentor-Protégé Program Reporting Requirements	DEC 2015
352.224-70	Privacy Act	DEC 2015
352.224-71	Confidential Information. Confidential Information	DEC 2015
352.226-1	Indian Preference	DEC 2015
352.226-2	Indian Preference Program	DEC 2015
352.227-11	Patent Rights — Exceptional Circumstances	SEP 2014
352.227-11 ALT I	Patent Rights — Exceptional Circumstances – ALT I	SEP 2014
352.227-14	Rights in Data — Exceptional Circumstances	SEP 2014
352.227-14 ALT I	Rights in Data — Exceptional Circumstances – ALT I	SEP 2014
352.227-14 ALT II	Rights in Data — Exceptional Circumstances – ALT II	SEP 2014
352.227-14 ALT III	Rights in Data — Exceptional Circumstances – ALT III	SEP 2014
352.227-14 ALT IV	Rights in Data — Exceptional Circumstances – ALT IV	SET 2014
352.227-14 ALT V	Rights in Data — Exceptional Circumstances – ALT V	SEP 2014
352.227-70	Publications and Publicity	DEC 2015
352.237-74	Non-Discrimination in Service Delivery	DEC 2015
352.237-75	Key Personnel	DEC 2015
352.239-74	Electronic and Information Technology Accessibility	DEC 2015

<b>The following HHSAR clauses may be applicable to the contract and / or cost reimbursement task orders</b>		
352.231-70	Salary Rate Limitation	DEC 2015
352.232-70	Incremental Funding	DEC 2015
352.233-71	Litigation and Claims	DEC 2015
<b>The following HHSAR clauses may apply to this contract and / or non-commercial time and materials or labor hour task orders.</b>		
352.231-70	Salary Rate Limitation	DEC 2015
352.233-71	Litigation and Claims	DEC 2015

## **I.2 Contract and Task Order Clauses Displayed by Full Text**

The following FAR clauses are displayed by full text and apply to the contract.

### **52.216-18 Ordering**

**AUG 2020**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from GWAC award date through 60 months thereafter. If the government exercises the optional period of performance, orders may then be issued from Option award date through 60 months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**52.216-19 Order Limitations**

**OCT 1995**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$1,000,000.00

(2) Any order for a combination of items in excess of \$1,000,000.00; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 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)

**52.216-22 Indefinite Quantity**

**OCT 1995**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 60 months following the expiration of the GWAC ordering period.

(End of clause)

**52.216-32 Task-Order and Delivery-Order Ombudsman**

**SEP 2019**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all HHS task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Dr. Richard Wyatt  
NIH Competition Advocate for Non R&D Contracts  
1 Center Drive, 160, MSC 0151  
Bethesda, MD 20892-0151

Ordering activities other than those from HHS must adhere to 52.216-32 ALT I.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

**52.217-8 Option to Extend Services**

**NOV 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract.**

**MAR 2000**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

(End of clause)

**52.219-3 Notice of HUBZone Set-Aside or Sole Source Award**

**MAR 2020**

(a) Definitions. See 13 CFR 125.1 and 126.103 for definitions of terms used in the clause.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) Limitations on subcontracting. The Contractor shall spend—

(1) For services (except construction), at least 50 percent of the cost of contract performance incurred for personnel on its own employees or employees of other HUBZone small business concerns;

(2) For supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, on the concern or other HUBZone small business concerns;

(3) For general construction—

(i) At least 15 percent of the cost of contract performance incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance incurred for personnel on concerns that are not HUBZone small business concerns; or

(4) For construction by special trade contractors—

(i) At least 25 percent of the cost of contract performance incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone small business contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraph (b)(1) or (2) of this clause—

See reporting requirements of C.3.6 of this contract.

(2) For orders, in accordance with paragraph (b)(3) or (4) of this clause, by the end of the performance period for the order.

(f) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause shall be performed by the aggregate of the HUBZone small business participants.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

#### **52.219-13 Notice of Set-Aside of Orders (Mar 2020)**

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

**Alternate I (Mar 2020).** As prescribed in 19.507(d), substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer will set aside orders for the small business concerns identified in 19.000(a)(3) when the conditions of FAR 19.502-2 and the specific program eligibility requirements are met, as applicable.

(End of clause)

**52.219-14 Limitations on Subcontracting**

**MAR 2020**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
- (3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and
- (4) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for—

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) The Contractor shall comply with the limitations on subcontracting as follows:

- (1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause—

See reporting requirements of C.3.6 of this contract.

- (2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

**52.219-17 Section 8(a) Award**

**OCT 2019**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ([15 U.S.C.637\(a\)](#)).
- (2) Except for novation agreements, SBA delegates to NITAAC the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the PCO immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

**52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside MAR 2020**

(a) Definition. "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

(b) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for service-disabled veteran-owned small business concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns;
- (3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and
- (4) Orders issued directly to service-disabled veteran-owned small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

- (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.
- (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) Limitations on subcontracting. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A service-disabled veteran-owned small business concern shall comply with the limitations on subcontracting as follows:

- (1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

Annually in accordance with C.3.6 of this contract.

- (2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) A joint venture may be considered a service-disabled veteran owned small business concern if-

- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
- (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
- (3) The joint venture meets the requirements of 13 CFR 121.103(h)
- (4) The joint venture meets the requirements of 13 CFR 125.15(b)

(End of clause)

**52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program** **MAR 2020**

(a) Definitions. "Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) Applicability. This clause applies only to-

- (1) Contracts that have been set aside for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;
- (2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;
- (3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); and
- (4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#).

(c) General.

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) Limitations on subcontracting. A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for-

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(4) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(5) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) A WOSB concern eligible under the WOSB Program shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

See reporting requirements of C.3.6 of this contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) Joint Venture. A joint venture may be considered a WOSB concern eligible under the WOSB Program if-

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions –

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(End of clause)

The following FAR commercial clause is displayed by full text and may be applicable to any commercial task order.

**52.212-5 Contract Terms and Conditions Required to Implement OCT 2020 Statutes or Executive Orders – Commercial Items**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XXX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XXX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

XXX (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XXX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XXX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

XXX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

XXX (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

XXX (ii) Alternate I (Mar 2020) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.

\_\_\_ (13) [Reserved]

XXX (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644)

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644)

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

XXX (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018 ) (15 U.S.C 637(d)(2) and (3)).

XXX (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

\_\_\_\_ (v) Alternate IV (Jun 2020) of 52.219-9

XXX (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

XXX (ii) Alternate I (Mar 2020) of 52.219-13.

XXX (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

XXX (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

XXX (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

XXX (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

XXX (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

XXX (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

XXX (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

XXX (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

XXX (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

XXX (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

XXX (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XXX (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

- \_\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.
- \_\_\_\_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- \_\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-36.
- XXX (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- XXX (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XXX (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- XXX (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- XXX (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- XXX (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- XXX (ii) Alternate I (Oct 2015) of 52.223-13.
- XXX (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- XXX (41) (ii) Alternate I (Jun2014) of 52.223-14.
- XXX (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

XXX (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

XXX (41) (ii) Alternate I (Jun 2014) of 52.223-16.

XXX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

XXX (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

XXX (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

XXX (47) (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

XXX (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

XXX (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (57) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

XXX (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

XXX (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XXX (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

XXX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XXX (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XXX (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

XXX (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

XXX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the

applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### **I.2.1 Additional Set-Asides**

In addition to the set-asides in the above clauses (small business, 8a, HUBZone, WOSB, SDVOSB) TORs may be solicited via set-asides to, Indian Economic Enterprises (IEE), and Indian Small Business Economic Enterprises (ISBEE). However, OCOs must follow their FAR supplements with regards to VOSB, IEE / ISBEE set-asides.

A veteran owned small business concern means a small business concern that is at least 51% owned, operated, and controlled by a veteran.

Indian IEE means any business activity owned by one or more Indians, Federally Recognized Indian Tribes, or Alaska Native Corporations provided that:

- (1) The combined Indian, Federally Recognized Indian Tribe, or Alaska Native Corporation ownership of the enterprise constitutes not less than 51 percent;
- (2) The Indians, Federally Recognized Indian Tribes, or Alaska Native Corporations must, together, receive at least 51 percent of the earnings from the contract; and
- (3) The management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. The Indian individual(s) must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. ISBEE means an IEE that is also a small business concern established in accordance with the criteria and size standards of 13 CFR part 121.

A veteran owned small business and / or IEE / ISBEE agrees that in the performance of the contract, in the case of a task order for—

- (1) Services (except construction), at least 51 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 51 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

The veteran owned small business, IEE / ISBEE shall comply with the above limitations on subcontracting by the end of the performance period for each order issued under the contract.

### **I.2.2 Service Contract Act**

The preponderance of the GWAC's labor categories are considered bona fide executive, administrative, and professional labor which are generally exempt from the Service Contract Act (SCA). If any labor is subject to the SCA, the OCO must identify such work under a separate CLIN on the task order and apply wage determinations in accordance with FAR 22.1007 AND far 22.1008. A wage determination applicable to the specific place of performance must be incorporated at the task order level if labor is covered by the Service Contract Act.

### **I.2.3 Government Furnished Property / Government Furnished Information**

Any equipment, property, or facilities furnished by the government or any contractor-acquired property must be specified in the task order. OCOs are responsible for ensuring that task orders are consistent with the policies and procedures of FAR Part 45. If the government furnished equipment (GFE) or government furnished information (GFI) is not provided to the contractor by the specified date, the contractor will immediately notify the OCO.

If a task order will result in the acquisition or use of government property provided by an HHS OCO, the task order will incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at: [HHS Contracting Guide for Contract of GovernmentProperty.docx](#).

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

Non-HHS OCOs are encouraged to follow their local FAR supplement and respective Agency guidelines.

### **I.2.4 Information and / or Physical Security**

The following is applicable to HHS task orders where it has been determined that: (a) Contractor personnel may require access to HHS-controlled facilities and/or information systems, including sensitive data/information, in order to perform the contract/order SOW/PWS; and/or (b) the Homeland Security Presidential Directive's (HSPD-12) more stringent access procedures are expected to apply, because access will be routine and of long-term duration, or is routine and of short-term duration, but greater access controls are deemed necessary.

#### **A. HHS-Controlled Facilities and Information Systems Security**

1. To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) physical access to an HHS-controlled information system; (3) access to sensitive HHS data or information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
2. To gain routine physical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive

(HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigations procedures contained in the following documents:

- A. HHS-OCIO Information Systems Security and Privacy Policy (<http://www.hhs.gov/ocio/securityprivacy/index.html>)
- B. HHS HSPD-12 Policy Document, v. 2.0 (<https://www.dhs.gov/homeland-security-presidential-directive-12>)
- C. Information regarding background checks/badges (<http://idbadge.nih.gov/background/index.asp>)

3. Position Sensitivity Levels:

This contract will entail the following position sensitivity levels:

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

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

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

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

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

[https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster\\_10-15-12.xlsx](https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx)

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

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

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

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

5. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays – see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
6. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).
7. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
8. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
9. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

The following is applicable to HHS task orders issued under this contract that involve the operation or acquisition of an information system.

#### **B. Standard for Security Configurations**

1. The Contractor shall configure its computers that contain HHS data with the applicable Federal Desktop Core Configuration (FDCC) (see

<http://nvd.nist.gov/fdcc/index.cfm>) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

Note: FDCC is applicable to all computing systems using Windows XP™ and Windows Vista™, including desktops and laptops – regardless of function – but not including servers.

2. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply:
  - a. The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings – see <http://scap.nist.gov/validation>. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest FDCC major version and subsequent major versions.
  - b. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
  - c. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
  - d. The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (See: <http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.
  - e. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.
  - f. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

The following is applicable to HHS task orders that involve the acquisition or lease of, or the requirement to use, desktop or laptop computers, mobile devices, or portable media to store or process HHS sensitive information that the COR categorizes as moderate or high under Federal Information Processing Standard (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004.

### **C. Standard for Encryption language**

1. The Contractor shall use Federal Information processing Standard (FIPS) 140-3 compliant encryption (Security) Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated 22 September 2020).
2. The Contractor shall Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative within 15 days of the validation.
3. The Contractor shall use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.
4. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-3 (as amended).
5. The Contractor shall ensure that this standard is incorporated into the Contractor's property management/control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.
6. The Contractor shall ensure that its Subcontractors (all tiers) which perform work under this contract comply with the requirements contained in this clause.

The following is applicable to any HHS task order that involves contractor access to Federal Information or Federal Information Systems.

**D. Security Requirements for Federal Information Technology Resources**

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

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

Work/Performance Work Statement (SOW/PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

- c. HHS-OCIO Information Systems Security and Privacy Policy.
- ii. **IT Risk Assessment (IT-RA)** – due within 30 days after contract award. The IT- RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.
- iii. **FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment)** – due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.
- iv. **IT Security Authorization and Accreditation (IT-SA&A)** – Within 3 months after contract award, the Contractor shall submit written proof to the Contracting Officer that an IT-SA&A was performed for applicable information systems – see paragraph (a) of this clause. The Contractor shall perform the IT-SA&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SA&A and provided it to the Contracting Officer for review, comment, and acceptance.
  1. After resolution of any comments provided by the Government on the draft IT SA&A, the Contracting Officer shall accept the IT-SA&A and incorporate the Contractor's final version into the contract as a compliance requirement.
  2. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that

the IT-SA&A remains valid. Evidence of a valid system accreditation includes written results of:

- a. Annual testing of the system contingency plan; and
  - b. The performance of security control testing and evaluation.
- v. **Personal identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.
- vi. **Contractor and subcontractor employee training.** The Contractor shall ensure that its employees, and those of its Subcontractors, performing under this contract complete HHS–furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COR evidencing that Contractor employees have completed the required training.
- vii. **Government access for IT inspection.** The Contractor shall afford the Government access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.
- viii. **Subcontracts.** The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that –
1. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
  2. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on an HHS or the Contractor's information system.
- ix. **Contractor employment notice.** The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

- x. **Document information.** The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- xi. **Contractor responsibilities upon physical completion of the contract.** The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.
- xii. **Failure to comply.** Failure on the part of the Contractor or its Subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

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

The following it may be applicable to any HHS includes the clause at HHSAR 352.239-72, Security Requirements for Federal Information Technology Resources.

**E. Additional NIH Requirements**

(Include subparagraph 1 below if the task order requires the Contractor to: 1) develop; 2) have the ability to access; or 3) host and/or maintain a Federal Information System).

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

A. Information Type:

- Administrative, Management and Support Information:
- Mission Based Information:

2. Security Categories and Levels:

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

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

**Include subparagraph 2 below if the task order issued under this contract includes the Clause: Security Requirements for Federal Information Technology Resources.**

**1. INFORMATION SECURITY TRAINING**

The contractor shall comply with the below training:

**a. Mandatory Training**

1. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information as defined at HHSAR 304.1300(a)(4), shall complete the NIH Computer Security Awareness Training course at <http://irtsectraining.nih.gov/> before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.
2. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor staff shall be included on this listing. The list shall be provided to the COR and/or Contracting Officer upon request.

**b. Role-based Training**

All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum. Read further guidance about the NIH Role-based Training: <https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/security-awareness-training/index.html> .

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

**c. Rules of Behavior**

The Contractor shall ensure that all employees, including subcontractor employees, comply with the NIH Information Technology General Rules of Behavior ([https://ocio.nih.gov/aboutus/publicinfosecurity/securitytraining/Pages/NIH\\_IT\\_GeneralRulesofBehavior.aspx](https://ocio.nih.gov/aboutus/publicinfosecurity/securitytraining/Pages/NIH_IT_GeneralRulesofBehavior.aspx)), which are contained in the NIH Information Security Awareness Training Course <http://irtsectraining.nih.gov>

**Include subparagraph 3 below if the task order includes the Clause, Security Requirements for Federal Information Technology Resources.**

**2. PERSONNEL SECURITY RESPONSIBILITIES**

The contractor shall comply with the below personnel security responsibilities:

- a. The Contractor shall notify the Contracting Officer and the COR **within five working days** before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.
- b. **New Contractor employees who have or will have access to HHS information systems or data:** The Contractor shall provide the COR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.
- c. **Departing Contractor employees:** The Contractor shall provide the COR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (<https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Em-p-sep-checklist.pdf> ) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COR upon request.
- d. **Commitment to Protect Non-Public Departmental Information and Data.** The Contractor, and any Subcontractors performing under this contract, shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:
  - i. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
  - ii. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
  - iii. Public Law 96-511 (Paperwork Reduction Act)

Each employee, including subcontractors, having access to non-public Department information under this acquisition shall complete the "Commitment to Protect Non-Public Information - Contractor Employee Agreement" located at:

<https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Non-disclosure.pdf> . A copy of each signed and witnessed Non-Disclosure

agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

Include subparagraph 4 below in HHS task orders when Contractor/subcontractor personnel will have access to, or use of personally identifiable information (PII), including instances of remote access to or physical removal of such information beyond agency premises or control.

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

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

*Include subparagraph 5 below in task orders when the Contractor/subcontractor will host NIH web pages or databases.*

**5. VULNERABILITY SCANNING REQUIREMENTS**

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

**I.2.5 Reporting Matters Involving Fraud, Waste, and Abuse**

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

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

### **I.2.6 Organizational Conflict of Interest**

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

If task order performance would create, or would give the appearance of, an actual or potential conflict of interest, the contractor shall:

- a. Immediately notify the OCO of the actual or potential conflict, submit a plan for mitigation and not commence work until specifically notified by the OCO to proceed;
- b. Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;
- c. 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

### **I.2.7 Restriction on Pornography on Computer Networks**

Pursuant to NOT-OD-20-066, the Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography.

### **I.2.8 Non-Personal Services**

Pursuant to FAR 37.104, personal services shall not be performed on any task orders issued under this contract. Contractor employees will not be directly supervised by the government. All individual contractor employee assignments and daily work direction shall be given by their supervisor.

The contractor shall immediately notify the OCO of any communication or action that would create a personal services relationship between the contractor and government.

### **I.2.9 Inherently Governmental Functions**

Pursuant to FAR 7.5, the contractor shall not perform any inherently governmental functions on any task orders issued under this contract. Contractor employees shall not represent themselves as a government employee, agent, or representative. Contractor employees shall not state orally or in writing they are acting on behalf of the government.

When communicating with third parties during the performance of a task order, 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 any task order, the contractor employee shall state that he or she has no authority to change the task order. If the other contractor believes this communication to be a direction to change their task order, they shall notify the OCO for that order and not carry out the direction until a clarification has been issued.

The contractor shall ensure that all its employees working on this contract or any task order are informed of the substance of this article. The substance of this article shall be included in all subcontracts at any tier.

**I.2.10 Use of CIO-SP4 Logo**

Appropriate use of the NITAAC CIO-SP4 logo in advertisements directed to federal government contract use is acceptable, provided that the advertisement does not state or imply that the product or service is endorsed or preferred by the government. Any use must be permitted in writing by the government and shall be in accordance with 352.227-70.

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J: LIST OF ATTACHMENTS**

The following documents are attached and incorporated in this contract:

J.1	Description of Labor Categories.....	91
J.2	Past Performance Reference Contact Information.....	117
J.3	Past Performance Questionnaire.....	(attached)
J.4	Industry Question Table RFP CIO-SP4 .....	(attached)
J.5	Self Scoring Sheet.....	(attached)
<u>J.6</u>	<u>Self Scoring Sheet Experience Template .....</u>	<u>(attached)</u>
<u>J.7</u>	<u>Subcontracting Plan Template.....</u>	<u>(attached)</u>

## J.1 Description of Labor Categories

The labor category descriptions provided in this attachment represent the government's best estimate of the kinds of personnel required for successful contract performance. These descriptions are neither mandatory nor exclusionary but are provided to assist contractors in mapping their own labor categories to the ones provided under this GWAC.

LCAT	Title	Position Description
0001 AA01	Administrative Assistant – Level I	Provide administrative support specifically dedicated to the requirements of the project team. May be responsible for operating office productivity software, such as MS Office (Word, Excel, Outlook), etc. to produce finished documents; supporting drafting/proofreading of documents; providing production support (e.g., copying, collating, binding, etc.); routine administrative support to a project (e.g., operate telephones, greet visitors, management correspondence, etc.); schedules appointments, travel arrangements, and meeting arrangements; and coordinates activities between program management, customer, and outside parties. Provide administrative support and assistance to multiple complex project and leadership for lower level employees. Minimum Education: High School/GED.
0001 AA02	Administrative Assistant – Level II	In addition to previous level's support, provides a variety of administrative support and assistance to lower level employees. Associate Degree or equivalent.
0001 AA03	Administrative Assistant – Level III	In addition to previous level's support, provides administrative support to multiple complex project and leadership for lower level employees. Bachelor's Degree or equivalent.
0001 AB01	Artificial Intelligence Analyst – Level I	Reviews, analyzes, and evaluates user needs to create systems solutions that support overall business strategies. Documents system requirements, defines scope and objectives, and assists in the creation of system specifications that drive system development and implementation. Can function as a liaison between IT and users and have both business and AI technical expertise. Reports to a manager. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Works on projects/matters of limited complexity in a support role.
0001 AB02	Artificial Intelligence Analyst – Level II	In addition to previous level's support, a Bachelor's degree and 6-years experience.
0001 AB03	Artificial Intelligence Analyst – Level III	In addition to previous level's support, Bachelor's degree and 10-years experience.
0001 AC01	Artificial Intelligence Engineer – Level I	Develop operating software that can be used for robots, artificial intelligence programs or other artificial intelligence applications. Work closely with other professions (e.g., electrical engineers, robotics engineers, machine learning, statistics, etc.) in order to produce systems that utilize artificial intelligence. Capability to adapt or change operating environments based on adding data. Programming systems to look for or seek out specific conditions and respond based on those factors. Clarify their objectives to others in their team and may be responsible for supervising other programmers as part of their duties.
0001 AC02	Artificial Intelligence Engineer – Level II	In addition to previous level's support, a Master's degree .

LCAT	Title	Position Description
0001 AC03	Artificial Intelligence Engineer – Level III	In addition to previous level's support, a Master's degree and 2-years experience; .
0001 AD01	Artificial Intelligence Programmer – Level I	Extending software that can be used for robots, machine learning, artificial intelligence programs or other artificial intelligence applications. Work closely with stakeholders in order to produce systems that utilize artificial intelligence. Capability to adapt or change operating environments based on adding data. Programming systems to look for or seek out specific conditions and respond based on those factors. Clarify their objectives to others in their team and may be responsible for supervising other programmers as part of their duties.
0001 AD02	Artificial Intelligence Programmer – Level II	In addition to previous level's support, 4-years of experience.
0001 AD03	Artificial Intelligence Programmer – Level III	In addition to previous level's support, a Master's degree.
0001 AE01	Application Engineer – Level I	Analyze functional business applications and design specifications for functional activities – both for standalone application and Apps. Translate detailed design into application systems. Test, debug, and refine applications to produce the required product. Prepare required documentation, including both program-level and user-level documentation. Enhance applications to improve performance and add functionality. Provide technical direction to engineers to ensure program deadlines are met.
0001 AE02	Application Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 AE03	Application Engineer – Level III	In addition to previous level's support, a Master's degree.
0001 AF01	Application Programmer – Level I	Assist with the analysis of information requirements. Supports senior team members in the development of code. Aid in the evaluation of problems with workflow, organization, and planning and help in the development of appropriate corrective action.
0001 AF02	Application Programmer – Level II	In addition to previous level's support, 3-years of experience.
0001 AF03	Applications Programmer – Level III	In addition to previous level's support, 6-years of experience.
0001 AG01	Application Systems Analyst – Level I	Provide analysis and design of business systems for different applications such as: financial, accounting, human resources, and other enterprise systems. Handle test scripts and service requirements; work closely with end users on project development and implementation. Analysts should have a working knowledge of relational database environments, structured analysis, data modeling, information engineering, mathematical model building, sampling, and cost accounting to plan the system. Specify the inputs to be accessed by the system, design the processing steps, and format the output to meet the users' needs. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Designs, codes, tests, debugs, and documents those information systems/programs. Prepare cost-benefit and return-on-investment analyses to help management decide whether implementing the proposed system will be financially feasible. Possess excellent verbal and written communications skills.
0001 AG02	Application Systems Analyst – Level II	In addition to previous level's support, a Master's degree.

LCAT	Title	Position Description
0001 AG03	Application Systems Analyst – Level III	In addition to previous level's support, a Master's degree and 2-years experience.
0001 AH01	Automation Engineer – Level I	Works independently or as part of a team to define, design and implement automated process/solutions and features for hardware or software related systems. Is an expert in one or more software languages used in developing automated and is an expert with industry standard testing tools and devices. Can perform test execution or hand off execution of tests to other engineers. Strong planning and documenting of use cases and use of industry standard documentation software.
0001 AH02	Automation Engineer – Level II	In addition to previous level's support, 6-years of experience.
0001 AH03	Automation Engineer – Level III	In addition to previous level's support, a Master's degree and 2-years experience.
0001 AJ01	Biostatistician – Level I	Specialize in the application of statistics and/or computer technology to biological studies applying the use of statistical software packages, such as SAS, BMDP, SPSS, or PL/1.
0001 AJ02	Biostatistician – Level II	In addition to previous level's support, 4-years of experience.
0001 AJ03	Biostatistician – Level III	In addition to previous level's support, 8-years of experience.
0001 AK01	Business Analyst – Level I	Provide expertise in business process and system analysis, design, improvement, and implementation efforts and in translating business process needs into technical requirements. Provide expertise in change management and training support. Provide organizational and strategic planning for a wide variety of technical and functional environments. Provide expertise in, but not limited to, Configuration Management, Strategic Planning, Knowledge Management, Business Analysis and Technical Analysis.
0001 AK02	Business Analyst – Level II	In addition to previous level's support, 4 years of experience.
0001 AK03	Business Analyst – Level III	In addition to previous level's support, 8 years of experience.
0001 AL01	Business Process Reengineering Specialist – Level I	Apply process improvement, reengineering methodologies, and internet-related methodologies and principles to conduct process modernization projects. Assist senior staff with effective transitioning of existing organizations or project teams in accomplishing the organization's goals or project activities and objectives through improved use of internet and other automated processes. Support activity and data modeling, development of modern business methods, identification of best practices, and creating and assessing performance measurements. Provide group facilitation, interviewing, training, and additional forms of knowledge transfer. Provide daily assistance/direction to other contractor business reengineering specialists and web architects. Commensurate education and experience.
0001 AL02	Business Process Reengineering Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AL03	Business Process Reengineering Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 AM01	Chief Information Security Officer	Responsible for determining enterprise information security standards. Develop and implements information security standards and procedures. Provide tactical information security advice and examining the ramifications of new technologies. Ensure that all information systems are functional and secure. In charge of IT risk evaluations, audits, and security incident investigation. 8+ years of managerial experience within

LCAT	Title	Position Description
		one or more of the following disciplines: security operations, cyber risk and cyber intelligence, data loss and fraud prevention, security architecture, identity and access management, program management, Investigations and forensics or governance.
0001 AM02	Chief Information Security Officer – Deputy	Assist the Chief Information Security Officer – Ensuring that all information security management operations are functioning. 6+ years managerial experience in all phases of information security management. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 AN01	Cloud Architect – Level I	Designs and implements enterprise infrastructure and platforms required for cloud computing. Analyzes system requirements and ensures that systems will be securely integrated with current applications. Has a deep understanding of system development in cloud environments, including Software as Service (SaaS), Platform as Service (PaaS), or Infrastructure as a Service (IaaS). Reports to a manager or head of a unit/department. Work is generally independent and collaborative in nature. Requires a bachelor's degree in area of specialty.
0001 AN02	Cloud Architect – Level II	In addition to previous level's support, 4-years of experience.
0001 AN03	Cloud Architect – Level III	In addition to previous level's support, 8-years of experience.
0001 AP01	Cloud Engineer – Level I	Implements and designs server, network, and software configurations for a cloud computing infrastructure and applications with a focus on DevOps principles. Monitors the performance of systems. Familiar with standard concepts, practices, and procedures of cloud technology, including Software as Service (SaaS), Platform as Service (PaaS), or Infrastructure as a Service (IaaS).
0001 AP02	Cloud Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 AP03	Cloud Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 APQ1	Cloud Migration Specialist – Level I	Develops migration strategies for applications, servers, etc. for a cloud computing infrastructure and applications with a focus on DevOps principles. Develops metrics, plans and acceptance criteria for the migration of systems. Familiar with standard concepts, practices, and procedures of cloud technology, including Software as Service (SaaS), Platform as Service (PaaS), or Infrastructure as a Service (IaaS).
0001 AQ02	Cloud Migration Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AQ03	Cloud Migration Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 APR1	Communications Specialist – Level I	Provides support for designing and developing varied communications materials including briefings, graphics, reports, and data visualizations using best practices.
0001 AR02	Communications Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AR03	Communications Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 AS01	Computer Scientist – Level I	Act as a senior consultant in complex or mission critical client requirements. Develop, modify, and apply computer modeling and programming applications to analyze and solve mathematical and scientific problems affecting system and program performance. Participate in all phases of scientific and engineering projects such as research, design, development, testing, modeling, simulating, training, and documentation.
0001 AS02	Computer Scientist – Level II	In addition to previous level's support, 4-years of experience.

LCAT	Title	Position Description
0001 AS03	Computer Scientist – Level III	In addition to previous level's support, 8-years of experience.
0001 AT01	Computer Systems Analyst – Level I	Analyze information requirements. Evaluate analytically and systematically problems of workflow, organization, and planning and assists Senior Computer Systems Analyst and Computer Systems Analyst develop appropriate corrective action. Help develop plans for automated information systems from project inception to conclusion. Define the problem, and develop system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Under the supervision of a Senior Computer Systems Analyst or a Computer Systems Analyst, coordinate closely with programmers to ensure proper implementation of program and system specifications. Develop, in conjunction with functional users, system alternative solutions.
0001 AT02	Computer Systems Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 AT03	Computer Systems Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 AU01	Configuration Management Specialist – Level I	Provide configuration management planning. Describe provisions for configuration identification, change control, configuration status accounting, and configuration audits. Regulate the change process so that only approved and validated changes are incorporated into product documents and related software.
0001 AU02	Configuration Management Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AU03	Configuration Management Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 AV01	Consultant – Level I	Possesses knowledge, some experience, or capabilities in the development of solutions, recommendations, or outcomes across multiple tasks and/or organizations. Supports the development of solutions to address organization's challenges. Supports project objectives and helps assess the impact of industry trends, policy, or standard methodologies. Conducts activities in support of project team's objectives.
0001 AV02	Consultant – Level II	In addition to previous level's support, 4-years of experience.
0001 AV03	Consultant – Level III	In addition to previous level's support, 8-years of experience.
0001 AW01	Cost Analyst – Level I	Perform functional economic analysis to evaluate the costs of alternative ways to accomplish functional objectives, analyze investment costs, benefits, and risks as a net change to the functional baseline cost, and the cost of doing business now and in the future, ensuring that cross-functional, security, and other integration issues are addressed. Commensurate education and training.
0001 AW02	Cost Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 AW03	Cost Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 AX01	Cyber Security Specialist – Level I	Assists with the development and implementation of information assurance (IA), and security standards and procedures. Coordinates, develops, and evaluates security programs for an organization. Performs analysis, design, and development of security features. Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Performs vulnerability/risk analyses of systems and

LCAT	Title	Position Description
		<p>applications during all phases of the system development life cycle. Assists in the coordination and escalation of security incidents based on the tiered Incident Response approach. Has experience with experience in threat analysis, hunting, experience with multiple Security information and event management (SIEM) software and analyst detection workflow. Performs at an entry-level or development level assignments.</p>
0001 AX02	Cyber Security Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AX03	Cyber Security Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 AY01	Data Entry Clerk – Level I	<p>Perform data entry via on-line data terminal, key-to-tape, key-to-disk, or similar device. Transfers data from electronic and hard-copy files and verify data entered, where applicable. Requires knowledge of computer software application.</p> <p>Operates data entry device, records or verifies a variety of standard and/or complex coded or uncoded business and statistical source data. Familiar with a variety of the field's concepts, practices, and procedures.</p> <p>Minimum Education: High School/GED.</p>
0001 AY02	Data Entry Clerk – Level II	In addition to previous level's support, 4-years of experience.
0001 AY03	Data Entry Clerk – Level III	In addition to previous level's support, 8-years of experience.
0001 AZ01	Data Scientist – Level I	<p>Identifies business trends and problems through complex big data analysis. Interprets results from multiple sources using a variety of techniques, ranging from simple data aggregation via statistical analysis to complex data mining independently. Designs, develops and implements the most valuable business solutions for the organization. Prepares big data, implements data models and develops database to support the business solutions. Requires an advanced degree. Reports to a manager or head of a unit/department. Works autonomously. Goals are generally communicated in solution or project goal terms. May provide a leadership role for the work group through knowledge in the area of specialization. Works on advanced, complex technical projects or business issues requiring state of the art technical or industry knowledge</p> <p>Minimum Education and Experience: Master's Degree or 10+ years of related experience.</p>
0001 AZ02	Data Scientist – Level II	In addition to previous level's support, and 4-years of experience.
0001 AZ03	Data Scientist – Level III	In addition to previous level's support, and 8-years of experience.
0001 BA01	Data Security Specialist – Level I	<p>Provide support to plan, coordinate, and implement the organization's information security. Provide support for facilitating and ensuring agencies identify their current security infrastructure and define future programs, design and implement security profiles (e.g., firewall and other related security issues on LANs/WANs, mobile computer, web interfaces, device security, etc.). A working knowledge of several of the following areas is required: understanding of business security practices and procedures; knowledge of current security tools available; hardware/software, firewalls and their implementation; different communication protocols; encryption techniques/tools; familiarity with commercial products (e.g., Splunk, Fireye, Domain Name Systems, public key encryption technology, Smartcard, Cyberguard, TimeStep), and current Internet and electronic commerce technology.</p>

LCAT	Title	Position Description
0001 BA02	Data Security Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BA03	Data Security Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BB01	Data Standardization Specialist – Level I	Provide technical support in the evaluation of prime object names, data elements, and other objects. Evaluate proposed objects and their attributes. Ensure that proposed object definitions are clear, concise, technically correct, and that they represent singular concepts. Ensure that the values of object attributes and domains are accurate and correct. Ensure proposed objects are consistent with data and process models.
0001 BB02	Data Standardization Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BB03	Data Standardization Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BC01	Database Administrator – Level I	Design, manage and maintain database of high complexity. Analyze database requirements of assigned projects. Analyze and determine information needs and elements, database relationships and attributes, proposed manipulation, data flow and storage requirements, and data output and reporting capabilities. Apply knowledge of database management systems to coordinate maintenance and changes to databases. Test and implement changes or new database designs. Perform database recovery and back-up. Write logical and physical database descriptions, including location, space, access method, and security requirements. Provide direction to programmers and analysts as required to affect changes to database management systems. Provide answers to database questions. Knowledge of and ability to monitor databases, analyze and organize data, and apply new technology designs and programs. Evaluate and optimize database configuration and access. Advise users on access to multiple databases, and resolve database performance and capacity issues; data confliction and inappropriate usage.
0001 BC02	Database Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 BC03	Database Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 BD01	Database Management Specialist – Level I	Manage the development of data base projects. Monitor database usage and statistics. Reallocate resources to maximize benefits. Prepare and deliver presentations on database management system (DBMS) concepts. Provide administrative support specifically dedicated to the requirements of the project team. Perform data entry, queries data research and reports generation activities. Knowledge of relational database environment.
0001 BD02	Database Management Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BD03	Database Management Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BE01	Database Specialist – Level I	Evaluate and recommend available DBMS products to meet user requirements. Define file organization, indexing methods, and security procedures for specific user application. Test and assist in the implementation of changes or new database designs. Commensurate experience and education.

LCAT	Title	Position Description
0001 BE02	Database Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BE03	Database Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BF01	Data Warehousing Administrator – Level I	Responsible for overseeing the development, operations and maintenance of data warehouse environment, including organizational balance and system coherency between front-end desktop/client environment and data warehouse back-end processing functions. Perform and coordinate the data administration technical function for data warehouse development, maintenance and enhancement. Facilitate change control, problem management, and communication among data architects, programmers, analysts, and engineers. Establish and enforce processes to ensure consistent, well managed, and well-integrated data warehouse infrastructure. Must possess a strong understanding of source data, data modeling, and data repository requirements. Knowledge includes process and data modeling, data architectural development methodology, project management, data warehouse and data mart. Bachelor's degree in Computer Science or related field and Microsoft Certified Systems Engineer (MCSE) Data Platform or Business Intelligence, Oracle Database Certification, Institute for the Certification of Computing Professionals (ICCP) Certified Data Management Professional (CDMP), or similar certifications.
0001 BF02	Data Warehousing Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 BF03	Data Warehousing Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 BG01	Data Warehouse Analyst – Level I	Responsible for gathering and assessing business information needs and preparing system requirements. Design, implement and support data warehousing. Implement business rules via stored procedures, middleware, or other technologies. Define user interfaces and functional specifications. Possess working knowledge of Relational Database Management Systems (RDBMS) and data warehouse front-end tools, including the knowledge of data warehouse and data mart concepts. Bachelor's degree in Computer Science or related field and Microsoft Certified Systems Engineer (MCSE) Data Platform or Business Intelligence, Oracle Database Certification, Institute for the Certification of Computing Professionals (ICCP) Certified Data Management Professional (CDMP), or similar certifications.
0001 BG02	Data Warehouse Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 BG03	Data Warehouse Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 BH01	Data Warehouse Programmer – Level I	Provide product support and maintenance of the data warehouse. Perform data warehouse design and construction. Prepare/implement data verification and testing methods for the data warehouse. Bachelor's degree in Computer Science or related field and Microsoft Certified Systems Engineer (MCSE) Data Platform or Business Intelligence, Oracle Database Certification, Institute for the Certification of Computing Professionals (ICCP) Certified Data Management Professional (CDMP), or similar certifications.
0001 BH02	Data Warehouse Programmer – Level II	In addition to previous level's support, 4-years of experience.

LCAT	Title	Position Description
0001 BH03	Data Warehouse Programmer – Level III	In addition to previous level's support, 8-years of experience.
0001 BJ01	Desktop Support Specialist – Level I	Provide area-specific technical support at the program or division level (i.e., project coordination, configuration management, etc.). Assist others through organization help desk software and other remote access desktop programs; Act as initial point of contact for all computer and system related concerns from clients or other employees; resolve technical issues concerning customer's accounts / software infrastructure and support computer software integration diagnosing and troubleshooting common problems. Resolve technical issues related to network interruptions and assist in the Installation and configuration of computer systems and applications. Experience in Desktop Support required. May require certification in industry-specific networks or operating systems. Minimum education requirement, High School/GED.
0001 BJ02	Desktop Support Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BJ03	Desktop Support Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BK01	Digital Media Specialist/Technician – Level I	Digitize media (e.g., images, text, sounds, films, etc.) into databases for preservation and enhancement by imaging software. Use hardware and software to fine-tune original digital media for color and resolution and perform quality assurance. Store digital media on various platforms. Maintain records of workflow, media creation and storage of digital files. Develop procedures for programming and execution of software to manipulate digital images.
0001 BK02	Digital Media Specialist/Technician – Level II	In addition to previous level's support, 4-years of experience.
0001 BK03	Digital Media Specialist/Technician – Level III	In addition to previous level's support, 8-years of experience.
0001 BL01	Disaster Recovery Specialist – Level I	Previous experience in business recovery or disaster recovery planning required. General knowledge of business processes, management structures, and technology programs/platforms are preferred. Strong verbal and written communications skills are desirable. Provide support in the development of a government agencies emergency management and business recovery plans; perform functions pertaining to the agencies business risk assessments; review and develop business recovery strategies; draft procedures for identifying failures and invoking contingency plans; create response procedures and identifying communications channels; communicate with various response teams during testing and actual execution of recovery procedures. Support the design, development, installation, implementation and administration of backup solutions. Make recommendations to the user community and the operations group on system enhancements.
0001 BL02	Disaster Recovery Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BL03	Disaster Recovery Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BM01	Document Support Specialist – Level I	Edit, compose, and prepare memoranda of a technical and/or managerial nature. Maintain logs relating to work in progress, meetings, etc. Prepare specialized communications, maintain logs on

LCAT	Title	Position Description
		communications sent and received, arrange and log special shipments of records. Documentation will often involve flow diagrams, configuration drawings, functional systems flow diagrams, graphics, etc. Knowledge of the use of word processing software and the use of advanced software features such as style sheets and macros.
0001 BM02	Document Support Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BM03	Document Support Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BN01	Enterprise Resource Planning (ERP) Specialist – Level I	Acts independently or with a team to determine program needs and system requirements as they pertain to ERP Systems and their solutions within an organization. Provides instruction, assistance, and support services to ERP System end-users. Applies knowledge of human resources, finance, budget, procurement, payroll, time and labor, benefits, and policies and procedures to resolve concerns or questions reported by ERP system end-users. Acts as a liaison between application end-users and technical support. Assists in the creation and updating of ERP system policies and procedures, business rules, end user desk aids, and training materials. Assists in the facilitation of training sessions and participates in user group meetings. Works with technical support to restore, correct and/or recover data, and to develop and design custom reports. Provides management with reports as needed. Tests new system functionality, reports, and queries in test databases. Reviews system records and provides information to the ERP System Functional Analysts on issues or concerns identified. Utilizes knowledge of ERP Systems to assist in identifying processes and constructing process flows. Assists in troubleshooting system problems. Provides input into improving system reliability, availability and performance.
0001 BN02	Enterprise Resource Planning (ERP) Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BN03	Enterprise Resource Planning (ERP) Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BP01	Facilitator – Level I	Assist group members of teams formed in developing information system specifications and functionality to communicate their ideas, information, and opinions more effectively. Manage the team meetings and workshops. Keep the team focused on the subject at hand to achieve objectives. Assures discussions are brought to conclusion.
0001 BP02	Facilitator – Level II	In addition to previous level's support, 4-years of experience.
0001 BP03	Facilitator – Level III	In addition to previous level's support, 8-years of experience.
0001 BPQ1	Financial Analyst – IT – Level I	Determine the feasibility of automating government financial business practices. Support definition of government financial business practices and incorporate processes into an automated solution. Assist in applying sound accounting and data processing principles. Integrate government financial business practices. Identify potential problems and solutions through analysis and recommends solutions. Work with functional specialists, vendors, and customers to effectively automate requirements. Apply applications, while adhering to established accounting principles and practices.
0001 BQ02	Financial Analyst – IT – Level II	In addition to previous level's support, 4-years of experience.

LCAT	Title	Position Description
0001 BQ03	Financial Analyst – IT – Level III	In addition to previous level's support, 8-years of experience.
0001 BPR1	Functional Analyst – Level I	Analyze user needs to determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task.
0001 BR02	Functional Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 BR03	Functional Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 BS01	Geographic Information System (GIS) Specialist – Level I	Develop, maintain and update Geographic Information System (GIS) databases; capture and analyze spatial and geographic data; obtain data from city, state, federal and private sources; receive and review maps, land parcel records and engineering documents. Identify pertinent GIS information and convert data into proper GIS formats. Ensure accuracy and completeness; enter data into databases; and update essential GIS layers and databases. Create a variety of maps and GIS related documents.
0001 BS02	Geographic Information System (GIS) Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BS03	Geographic Information System (GIS) Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BT01	Graphical User Interface Designer – Level I	Provide specialized expertise in the design and layout of graphical user interfaces, particularly, screen layouts and functionality for web applications. Conduct studies, testing and evaluation of screen prototypes for functionality, ease of use, efficiency, and accuracy.
0001 BT02	Graphical User Interface Designer – Level II	In addition to previous level's support, 4-years of experience.
0001 BT03	Graphical User Interface Designer – Level III	In addition to previous level's support, 8-years of experience.
0001 BU01	Graphics Specialist – Level I	Conceptualize, design, and develop a wide variety of information materials (technical, promotional, informational), such as forms, labels, brochures, meeting and conference handouts, slides, posters, and other presentation aids in both digital and physical media. Design other visuals such as logos, mastheads, and illustrations for articles in technical manuals, health journals, and other publications using advanced desktop publishing, page layout, and/or typesetting software to design and develop high quality textual and graphic compositions that communicate complex technical information.
0001 BU02	Graphics Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BU03	Graphics Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BV01	Governance Specialist – Level I	Responsible for the development and running of Governance bodies (e.g., IT, CPIC, etc.), including, but not limited to, capturing minutes/actions, drafting and reviewing reports, formal and informal status briefings, developing governance programs, preparing status reports, and providing technical assistance on complex governance issues.
0001 BV02	Governance Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BV03	Governance Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BW01	Hardware Installation Technician – Level I	Conduct site surveys; assess and document current site network configuration and user requirements. Install various hardware meeting

LCAT	Title	Position Description
		design while addressing any physical site limitations. Analyze existing requirements and prepare specifications for hardware acquisitions. Prepare engineering plans and site installation Technical Design Packages. Develop hardware installation schedules. Prepare documentation for configuration changes at each site. Prepare site installation and test reports. Configure hardware (e.g., computers, communications devices, peripheral equipment, etc.). Install hardware. Train site personnel in proper use of hardware. Procure/manufacture specialized interconnecting cables, as required. Coordinate post installation operations and maintenance support.
0001 BW02	Hardware Installation Technician – Level II	In addition to previous level's support, 4-years of experience.
0001 BW03	Hardware Installation Technician – Level III	In addition to previous level's support, 8-years of experience.
0001 BX01	Help Desk Manager	Provide daily supervision and direction to staff who are responsible for AI, AI-assisted, chat, phone and/or in-person support to users in the areas of communications, collaboration tools, and applications. Serve as the first point of contact for troubleshooting Help Desk performance. Manage via performance metrics, gather and present usage statistics and information. 6+ year of experience.
0001 BX02	Help Desk Manager – Deputy	Assist the Help Desk Manager – Ensuring that all help desk systems are functioning. 4+ years managerial experience in all phases of help desk operations. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 BY01	Help Desk Specialist – Level I	Provide AI, AI-assisted, chat, phone, email, web, and/or in-person support to users in the areas of communications, collaboration tools, and applications. Serve as the initial point of contact for Program Services (e.g., IT, Provisions, HR, etc.). Minimum educational requirement is a High School/GED.
0001 BY02	Help Desk Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BY03	Help Desk Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BZ01	Information Engineer – Level I	Apply business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Apply, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Establish standards for information systems procedures. Develop and apply organization-wide information models for use in designing and building integrated, shared software and database management systems and data warehouses. Construct sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives.
0001 BZ02	Information Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 BZ03	Information Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 CA01	Information Security Analyst – Level I	Analyze and define security requirements. Assists in the design, development, and implementation of solutions. Gathers and organizes technical information about an organization's mission goals and needs,

LCAT	Title	Position Description
		existing security products, and ongoing programs. Assists in the performance of risk analyses which includes risk assessment.
0001 CA02	Information Security Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CA03	Information Security Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CB01	IT Policy/Legislative Specialist – Level I	Assist in interpreting and implementing public policy initiatives (e.g., IT, Budget, etc.). Typical support includes assistance with long-term strategy development, tracking legislation, and making policy recommendations.
0001 CB02	IT Policy/Legislative Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CB03	IT Policy/Legislative Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CC01	Strategic/Capital Planner – Level I	Provide strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project (e.g., IT, renovation, move, etc.). Provide the overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future. Assist in developing mission and vision statements, subsequent goal delineation, provide guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizes those initiatives. Assist in preparation of key strategic planning documentation, including Office of Management and Budget (OMB) Form 300.
0001 CC02	Strategic/Capital Planner – Level II	In addition to previous level's support, 4-years of experience.
0001 CC03	Strategic/Capital Planner – Level III	In addition to previous level's support, 8-years of experience.
0001 CD01	Knowledge Management Specialist – Level I	Assist in the design, development, and implementation of Knowledge Management (KM) strategies. Apply expertise in KM tools and deploy information management and content management strategies and experience. Comprehend and recognize key barriers to KM behavioral change and develop effective change management programs. Analyze business processes, interview stakeholders, and evaluate strategic and IT plans to develop KM programs. Develop KM governance structures and processes for implementing KM programs and systems and provide consulting thought leadership on current best practices in KM, portal design, and intellectual capital and content management.
0001 CD02	Knowledge Management Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CD03	Knowledge Management Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CE01	Medical Billing/Account Management Specialist – Level I	Provide technical analysis and verify the accuracy of invoices to ensure that full and accurate services and features are as requested. Input and validate service orders. Analyze vendor invoices, customer inventories of service and equipment, and service orders to assure rates are correct and in compliance with quoted prices and dates of service. Reconcile invoice and inventory records, ensuring accuracy of International Statistical Classification of Diseases and Related Health Problems (ICD) codes, if necessary, and advise the customer of discrepancies that could affect payment of invoices. Operate and update various data bases relative to task order and inventory maintenance.

LCAT	Title	Position Description
0001 CE02	Medical Billing/Account Management Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CE03	Medical Billing/Account Management Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CF01	Modeling and Simulation Specialist – Level I	Specify, design, develop, implement, and support projects that focus on dynamic or static modeling and simulation. Provide expertise in the application of modeling and simulation to design, engineering analysis, and control applications.
0001 CF02	Modeling and Simulation Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CF03	Modeling and Simulation Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CG01	Network Administrator – Level I	Support the installation, implementation, troubleshooting, and maintenance of agency wide-area networks (WANs) and local-area networks (LANs). Assist in designing and managing the WAN/LAN infrastructure and any processes related to the WAN/LAN. Provide Production Support of the Network, including day-to-day operations, monitoring and problem resolution client Networks. Provide second level problem identification, diagnosis and resolution of problems. Support the dispatch of circuit and hardware vendors involved in the resolution process. Support the escalation and communication of status to agency management and internal customers. A working knowledge is desirable in various software systems and architectures, communications protocols: and network hardware devices.
0001 CG02	Network Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 CG03	Network Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 CH01	IT Support Technician – Level I	Provide support to monitor, install and perform maintenance on personal computers, laptop computers, software, and networks. Provide support in responding to system user requests for assistance. Provide support for on-the-spot diagnostic evaluations, implementation of corrections, and training users in proper operation of systems and programs. Provide support to: install and provide basic support for approved PC software; perform upgrades to all computer platforms, train office staff on computers, maintain logs and inventory of equipment repairs, assist in administering all computer platforms as directed and assist in resolving any operations problems. Support network administration with server maintenance and administration. Require general knowledge of enterprise management products (e.g., Desktop, application, network, etc.) including, but not limited to, Microsoft, Macintosh, ServiceNow, CISCO, UNIX, etc.
0001 CH02	IT Support Technician – Level II	In addition to previous level's support, 4-years of experience.
0001 CH03	IT Support Technician – Level III	In addition to previous level's support, 8-years of experience.
0001 CJ01	Operations Manager	Manage computer operations. Ensure production schedules are met. Ensures computer system resources are used effectively. Coordinate the resolution of production-related problems. Ensure proper relationships are established between customers, teaming partners, and vendors to facilitate the delivery of information technology services.

LCAT	Title	Position Description
		Provide users with computer output. Supervise staff operations. 8+ years of experience.
0001 CJ02	Operations Manager – Deputy	Assist the Operations Manager – Ensuring that all operations are functioning. 6+ years managerial experience in all phases of operations management. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 CK01	Acquisition/Procurement Specialist – Level I	Provide analysis, design, development, testing, and implementation of computer software in support of a range of functional and technical requirements to provide support for procurement software development tasks. Provide expertise in procurement processing to develop automated systems.
0001 CK02	Acquisition/Procurement Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CK03	Acquisition/Procurement Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CL01	Program Analyst – Level I	Provide analytical consultative services required to administer programs throughout all phases of business requirements analysis, software design, system and performance testing, and implementation. Analyze and review budget, schedule, and other program resources. Identify resource shortfalls and make corrective recommendations. Participate in analysis sessions to provide program requirements. Review the business and system, software and system integration requirements to ensure the requirements meet the program needs. Consider alternatives and develop recommendations. Identify, communicate and resolve risks. Identify and resolve issues to eliminate or mitigate the occurrence of consequences that may impact the success of the project. Research and analyze resource material. Monitor system tests; reviews test results; identify project issues.
0001 CL02	Program Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CL03	Program Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CM01	Program Manager – Level I	Serve as the program manager typically responsible for organizing, directing, and managing all aspects of contract operational support functions involving multiple complex and inter-related project tasks that often require managing teams of contractor personnel at multiple locations. Provide overall direction of program activities. Manage and maintain contractor interface with the senior levels of the customer's organization. Consult with customer and contractor personnel to formulate and review task plans and deliverables, ensuring conformance with program and project task schedules and costs and contractual obligations. Establish and maintain technical and financial reports to show progress of projects to management and customers, organize and assign responsibilities to subordinates, oversee and be responsible for the successful completion of all assigned tasks.
0001 CM02	Program Manager – Level II	In addition to previous level's support, 4-years of experience.
0001 CM03	Program Manager – Level III	In addition to previous level's support, 8-years of experience.
0001 CN01	Project Leader – Level I	Consult in a specific functional area of project. Support the development of work plans to fulfill Government requirements. Support formulation of milestone schedules or other documented plans.
0001 CN02	Project Leader – Level II	In addition to previous level's support, 4-years of experience.
0001 CN03	Project Leader – Level III	In addition to previous level's support, 8-years of experience.
0001 CP01	Project Manager – Level I	Project Management Institute (PMI) certified or equivalent professionals, overseeing all aspects of the project, leading a team on large projects or

LCAT	Title	Position Description
		a significant segment of large and complex projects. Analyze new and complex project-related problems and create innovative solutions that normally involve the schedule, technology, methodology, tools, solution components, and financial management of the project. Provide applications systems analysis and long and short-range plans for application selection, systems development, systems maintenance, and production activities for necessary support resources.
0001 CP02	Project Manager – Level II	In addition to previous level's support, 4-years of experience.
0001 CP03	Project Manager – Level III	In addition to previous level's support, 8-years of experience.
0001 CPQ1	Public Health Analyst – Level I	Oversee and develop data management systems, including computer programs to monitor data quality (e.g., SAS, MS ACCESS, MS Excel, etc.). Analyze data for reports, presentations and publications; assist in the review of study data for data quality; organize study files, including data and correspondence files using common word processing software; perform scientific, medical and research literature searches and prepare slides for scientific presentations.
0001 CQ02	Public Health Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CQ03	Public Health Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CPR1	Public Relations Specialist – Level I	Develops of Public Relations (PR) strategies/campaigns at local, regional, national and international levels; reputation management; and/or social media programs. Facilitates the development/clarification of Client goals/mission, industry, audiences, objectives and challenges, news media outlets, and other message distribution channels. Drives the development of key messages, media relations outreach, social media initiatives, speech and presentation development, and community outreach programs. Maintains message consistency through all communication mediums.
0001 CR02	Public Relations Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CR03	Public Relations Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CS01	Quality Assurance Analyst – Level I	Provide technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are adhered to, and for progress in accordance with schedules. Coordinate with the Project Manager and/or Quality Assurance Manager to ensure that problems are solved to the user's satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepare milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.
0001 CS02	Quality Assurance Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CS03	Quality Assurance Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CT01	Quality Assurance Manager	Establish and maintain a process for evaluating software and associated documentation. Determine the resources required for quality control. Maintain the level of quality throughout the software life cycle. Conduct formal and informal reviews at pre-determined points throughout the

LCAT	Title	Position Description
		development life cycle. Provide daily supervision and direction to support staff. 8+ years of experience.
0001 CT02	Quality Assurance Manager – Deputy	Assist the Quality Assurance Manager – Ensuring that all quality assurance operations are functioning. 6+ years managerial experience in all phases of quality assurance management. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 CU01	Quality Assurance Engineer – Level I	Provides leadership setting up QA or CM activities throughout lifecycle of projects. Conducts audits and reviews/analyzes data and documentation. Develops and implements procedures and test plans for assuring quality. Provides configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits. Regulates the change process so that only approved and validated changes are incorporated into product and related product documents.
0001 CU02	Quality Assurance Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 CU03	Quality Assurance Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 CV01	Quality Assurance Specialist – Level I	Develop and implement quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develop and define major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources for an actual task order. Establish and maintain a process for evaluating hardware, software, and associated documentation and/or assist in the evaluation. Conduct and/or participate in formal and informal reviews at pre-determined points throughout the development life cycle.
0001 CV02	Quality Assurance Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CV03	Quality Assurance Specialist Level III	In addition to previous level's support, 8-years of experience.
0001 CW01	Quality Assurance Tester – Level I	Evaluates delivered code and reviews functional and technical specifications on the front end of the development process. Analyzes and defines existing business processes and interdependencies as well as test output, identifying discrepancies and clearly documents defects.
0001 CW02	Quality Assurance Tester – Level II	In addition to previous level's support, 4-years of experience.
0001 CW03	Quality Assurance Tester – Level III	In addition to previous level's support, 8-years of experience.
0001 CX01	Release Manager	Responsible for the management of the release lifecycle, focusing on coordinating various aspects of production and projects into one integrated solution. Responsible for ensuring that resources, timelines, and the overall quality of the process are all considered and accounted in any release plan. 8+ years of experience.
0001 CX02	Release Manager – Deputy	Assist the Release Manager – Ensuring that all release management operations are functioning. 6+ years managerial experience in all phases of release management. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 CY01	Release Management Analyst – Level I	Assists in the communication and coordination of an application/system 'release' with Test Managers, Development Managers, IT Operations,

LCAT	Title	Position Description
		Program/Project Management Office, etc. Reports risks and schedule impacts to the IT and Business Management.
0001 CY02	Release Management Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CY03	Release Management Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CZ01	Risk Management Analyst – Level I	Conducts logical analysis of management problems and management information requirements. Collects and evaluates data to identify potential risks to the company. Identifies risk areas and creates narratives, graphics, and oral/written status reports. Conducts what-if analysis.
0001 CZ02	Risk Management Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CZ03	Risk Management Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 DA01	Robotic Process Engineer – Level I	Improves business processes and supports critical business strategies through the use of automation. Manages the development, implementation, and maintenance robotic process automation within business applications/systems. Develops measurement to track process automation results. Works with a number of robotic process automation tools (e.g., Automation Anywhere, UiPath RPA, Blue Prism, Pega Platform, Laserfiche, WinAutomation, Automate Robotic Process Automation, ElectroNeek, Nintex RPA, Datamatics TruBot, etc.).
0001 DA02	Robotic Process Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 DA03	Robotic Process Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 DB01	Scientific Data Analyst – Level I	Provide high level expertise in applicable disciplines (e.g., public health, IT, scientific focus area, etc.) to collect, abstract, code, analyze, or interpret scientific data contained within information systems and databases related to the applicable discipline.
0001 DB02	Scientific Data Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 DB03	Scientific Data Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 DC01	SCRUM Master – Level I	Facilitate or guide a software development product owner, team, and organization on how to use Agile/Scrum concepts, values, practices, and principles focusing on improving team effectiveness. The Scrum Master leads discussions and decision making and assists in mediation of conflict resolution. Demonstrate expertise in eliciting and documenting business requirements from project stakeholders. Create Requirement Documents (RD) and based on the project need, develop Test Plans (TPs) and Test Cases.
0001 DC02	SCRUM Master – Level II	In addition to previous level's support, 4-years of experience.
0001 DC03	SCRUM Master – Level III	In addition to previous level's support, 8-years of experience.
0001 DD01	Subject Matter Expert – Level I	Provide technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation and implementation advice on moderately complex problems that require an appropriate level of knowledge of the subject matter for effective implementation. Apply principles, methods, and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical

LCAT	Title	Position Description
		problems in engineering and other scientific applications to arrive at automated solutions. Assist other senior consultants with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts.
0001 DD02	Subject Matter Expert – Level II	In addition to previous level's support, 10-years of experience.
0001 DD03	Subject Matter Expert – Level III	In addition to previous level's support, 20-years of experience.
0001 DE01	Supply Chain Risk Management – Level I	Provides support in analysis, planning, development, and life cycle support of various business projects/tasks. Manage inventory, excess, obsolescence, and supply chain risk in this highly cyclical business. Assist project/task engineering personnel in design and development of business support systems, including acquisition planning; support documentation; Manpower, Personnel and Training (MP&T); supply support; Packaging, Handling, Shipping, and Transportation (PHS&T); and project life cycle support. Identifies, evaluates and propose improvements to business systems, develop/revise support guidelines and instructions, and develop management reports addressing Supply Chain risk.
0001 DE02	Supply Chain Risk Management – Level II	In addition to previous level's support, 4-years of experience.
0001 DE03	Supply Chain Risk Management – Level III	In addition to previous level's support, 8-years of experience.
0001 DF01	System Administrator – Level I	Perform/manage the daily activities of configuration and operation of systems which may be mainframe, mini, or client/server based. Assist with the optimizing of system operation and resource utilization and perform system capacity analysis and planning. Plan, monitor, and provide assistance to users in accessing and using business systems.
0001 DF02	System Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 DF03	System Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 DG01	Systems Architect – Level I	Establish system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and ISO reference models, and profiles of standards – such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model – as they apply to the implementation and specification of information management solution of the application platform, across the Application Program Interface (API), and the external environment/software application. Ensure that the common operating environment is compliant with the Agency enterprise architecture and applicable reference models. Evaluate analytically and systematically problems of workflows, organization, and planning and develop appropriate corrective action. Manage staff/teams as necessary.
0001 DG02	Systems Architect – Level II	In addition to previous level's support, 4-years of experience.
0001 DG03	Systems Architect – Level III	In addition to previous level's support, 8-years of experience.

LCAT	Title	Position Description
0001 DH01	Systems Engineer – Level I	Perform additions and changes to communications, collaboration tools, and applications; include investigation, analysis, recommendation, configuration, installation, and testing of new hardware and software to meet communications, collaboration tools, and applications requirements. Provide direct support in the day-to-day operations on communications, collaboration tools, and applications (e.g., network hardware, operating systems, etc.), including the evaluation of supporting system utilization, monitoring response time and primary support for detection and correction of operational problems using knowledge of hardware and software installation and maintenance in the services environment.
0001 DH02	Systems Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 DH03	Systems Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 DJ01	System Programmer – Level I	Create and/or maintain operating systems, communications software, data base packages, compilers, assemblers, and utility programs. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications.
0001 DJ02	System Programmer – Level II	In addition to previous level's support, 4-years of experience.
0001 DJ03	System Programmer – Level III	In addition to previous level's support, 8-years of experience.
0001 DK01	Technical Writer/Editor – Level I	Assist in writing and/or edit technical documents, including business proposals, reports, user manuals, briefings and presentations, functional descriptions, system specifications, guidelines, special reports, and other project deliverables to meet contract requirements. Develop outlines and drafts for review and approval by technical specialists and project management ensuring that final documents meet applicable contract requirements and regulations. Research and gather technical and background information for inclusion in project documentation and deliverables. Consult relevant information sources, including library resources, technical and financial documents, and client and project personnel, to obtain background information, and verify pertinent guidelines and regulations governing project deliverables.
0001 DK02	Technical Writer/Editor – Level II	In addition to previous level's support, 4-years of experience.
0001 DK03	Technical Writer/Editor – Level III	In addition to previous level's support, 8-years of experience.
0001 DL01	Telecommunications Engineer – Level I	Provide support in the translation of business requirements into telecommunications requirements, designs and orders. Provide in-depth engineering analysis of telecommunications alternatives for Government agencies in support of their strategic modernization efforts. Provide telecommunications enhancement designs for medium and large-scale telecommunication infrastructures. Provide interface support to telecommunications end users, telecommunications operations personnel, and telecommunications strategic program management. Support telecommunications infrastructure using technology, and telecommunications engineering best practices; Transport Control Protocol / Internet Protocol (TCP/IP), routing protocols, Local Area Network (LAN) switching, Internet and Intranet systems, and Simple Network Management Protocol (SNMP) based network management systems. Lead design efforts that require in-depth technical knowledge of both wide area and local area communications. Analyze network performance with tools such as Sniffers; network management tools; the

LCAT	Title	Position Description
		conduct of capacity planning and performance engineering; modeling and simulation using industry tools. Perform comparative analysis of systems and designs based on merit and cost (in terms of capital and ongoing operations); and/or engineering economics (engineering-related cost benefit analysis). Coordinate post installation operations and maintenance support.
0001 DL02	Telecommunications Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 DL03	Telecommunications Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 DM01	Telecommunications Specialist – Level I	Formulate and develop communications requirements and design standards. Perform complex studies to determine networking capacities and reliability and make recommendations to augment and/or enhance existing communications networks. Provide technical problem diagnoses and resolution support for all associated subsystems, including line monitoring, modem loop-back tests, Local Area Network (LAN) performance monitoring and terminal failure determination. Provide hardware and software installation and configuration support.
0001 DM02	Telecommunications Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 DM03	Telecommunications Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 DN01	Test Engineer – Level I	Evaluate, recommend, and implement automated test tools and strategies. Design, implement, and conduct test and evaluation procedures to ensure system requirements are met. Develop, maintain, and upgrade automated test scripts and architectures for application products. Write, implement, and report status for system test cases for testing. Analyze test cases and provide regular progress reports. Serve as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications. Direct and/or participate in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.
0001 DN02	Test Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 DN03	Test Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 DP01	Training Specialist – Level I	Conduct the research necessary to develop and revise training courses. Develop and revise courses and prepare appropriate training catalogs. Prepare student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Train personnel by conducting formal classroom courses, workshops and seminars. Prepare reports and monitor training tasks in support of the goals of the Contractor Program Manager and the government sponsor(s) using standard training standards and software and hardware programs such as modeling and simulation and prototyping efforts. Provide input to the Project Leadership on which decisions for training validation and or modifications of specified items or systems can be corrected.
0001 DP02	Training Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 DP03	Training Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 DPQ1	User Experience Specialist – Level I	Applies the User Experience (UX) methodology to process and software design to eliminate drag. Analyzes the information present, understands the rationale behind the requirements and proposes interface designs based on user needs. This role is responsible for researching,

LCAT	Title	Position Description
		conceptualizing, designing and making applications more usable and user friendly.
0001 DQ02	User Experience Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 DQ03	User Experience Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 DPR1	Video Specialist – Level I	Provides specialized expertise in the audio and video capture and display of information.
0001 DR02	Video Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 DR03	Video Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 DS01	Web Content Administrator – Level I	Provide support for developing and providing Agency Web-site content that will motivate and satisfy government and civilian users' needs so that they will regularly access the site and utilize it as a major source for information, decision making and benefits delivery. Provide support for maintaining civil service handbook and policies/procedures on the agency Web; assisting in developing agency newsletter and civilian benefits communications; recommending new and innovative web uses as well as training and educating employees on the use and benefits of using the Web. Provide support in the location and pursuit of content and surveying internal customers to gather feedback for site improvement and enhancements. A working knowledge of several of the following are required: English (or Spanish), Journalism, graphic design or a related field, Web-site management, web servers, intranet site structures, and Web-related software (ex. MS FrontPage, Dream Weaver, Access, Hypertext Markup Language (HTML), and Web 2.0 software such as wikis, portals, and Microsoft SharePoint).
0001 DS02	Web Content Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 DS03	Web Content Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 DT01	Web Designer – Level I	Provide support in upgrading, maintaining and creating content for Agency website under the guidance of Web Project Manager. Provide day-to-day site design and creation. Experience in web design and development using Hypertext Markup Language (HTML) and Java is required. Provide on-the-job training for the development, maintenance, and updating of Web pages. Must have good communication skills and the ability to work with all levels of management and technical personnel. Must possess a working knowledge of browsers – including mobile, editors, graphic design software (e.g., PhotoShop, Illustrator). Experience with animation software and image optimization is desirable.
0001 DT02	Web Designer – Level II	In addition to previous level's support, 4-years of experience.
0001 DT03	Web Designer – Level III	In addition to previous level's support, 8-years of experience.
0001 DU01	Web Software Developer – Level I	Provide support to develop Web based applications including online customer service to transform government agencies to be able to deliver their services online. Provide support in developing the site concept, interface design, and architecture of the website. Provide support for the implementation of interfaces to applications. Working knowledge and experience coding in Java is required. Knowledge of several of the following areas is desirable: HTML, Java, Swift, Scala, JScript, JavaScript, VBScript, Elm, Rust, PERL, PYTHON, RUBY, CGI, SQL, PHP, Active Server Pages, Oracle, Active Data Objects, ActiveX, Plug-Ins, Visual Basic, C#, Visual C++, GIF, JPEG, MPEG, video/audio streaming, etc.

<b>LCAT</b>	<b>Title</b>	<b>Position Description</b>
0001 DU02	Web Software Developer – Level II	In addition to previous level's support, 4-years of experience.
0001 DU03	Web Software Developer – Level III	In addition to previous level's support, 8-years of experience.
0001 DV01	Webmaster – Level I	Gather requirements for Web sites using graphics software applications, techniques, and tools. Update Web sites using graphics software applications, techniques, and tools using knowledge of web-based technologies and of Extensible Markup Language (XML), Hypertext Markup Language (HTML), Photoshop, Illustrator, and/or other design-related applications. Support design group efforts to enhance look and feel of organization online offerings, mobile accessibility, etc. Upgrade Web site to support organization strategies and goals relative to internal/external communications.
0001 DV02	Webmaster – Level II	In addition to previous level's support, 4-years of experience.
0001 DV03	Webmaster – Level III	In addition to previous level's support, 8-years of experience.
0001 DW01	Wide Area Network Administrator – Level I	Maintain efficient functional systems, networks and communication connectivity for all users, keeping current on new developments for all assigned areas, including continually performing feasibility studies on how new products/technology would fit into existing system / Wide Area Network (WAN) / Local Area Network (LAN) infrastructures and developing implementation plans for the changes/upgrades. Analyze, plan (including long-range planning), test, implement and trouble shoot systems, wide area network and communications network systems.
0001 DW02	Wide Area Network Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 DW03	Wide Area Network Administrator – Level III	In addition to previous level's support, 8-years of experience.

## **J.2 Past Performance Reference Contact Information**

**Contract Number:** \_\_\_\_\_

**Contract Value (including options):** \$ \_\_\_\_\_

**Period of Performance (including option periods)(within the last 3 years):** \_\_\_\_\_

**Type of Contract:** \_\_\_\_\_

**Department (State Agency and/or Company as applicable)/Component:** \_\_\_\_\_

**Name of Person Completing Survey:** \_\_\_\_\_

**Role in this Contract (circle one):**

**Contracting Officer**

**Contract Specialist**

**Project Officer**

**Other (please describe):**

**Organizational Unit within the Organization:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Alternate Point of Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**General description of products/services required under the contract:**

**Please check one or more of the following that correspond to the scope of work performed:**

- 1. IT Services for Biomedical Research or Healthcare
- 2. Chief Information Officer Support
- 3. Digital Media
- 4. Outsourcing
- 5. IT Operations and Maintenance
- 6. Integration Services
- 7. Cybersecurity
- 8. Digital Government and Cloud Services
- 9. Enterprise Resource Planning
- 10. Software Development

**J.3 Past Performance Questionnaire**  
**(see attached)**

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## PART IV – REPRESENTATIONS AND INSTRUCTIONS

### SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

The following provisions are displayed by full text:

#### **52.204-8 Annual Representations and Certifications**

**MAR 2020**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541512**.

(2) The small business size standard is **\$30 million**.

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

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

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

(i)  Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

(B) The provision with its Alternate I appli

es to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXX (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

     (vii) 52.227-6, Royalty Information.

         (A)Basic.

         (B)Alternate I.

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

(d)The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment OCT 2020**

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

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

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

(b) *Prohibition.*

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**52.209-7 Information Regarding Responsibility Matters**

**OCT 2018**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

**52.209-13 Violation of Arms Control Treaties or Agreements – Certification**

**JUL 2020**

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification.* [Offeror shall check either (1) or (2).]

\_\_ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified

annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.219-1 Small Business Program Representations

MAR 2020

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is- 541512.

(2) The small business size standard is \$30 million.

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

(c) Representations.

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:\_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.225-18 Place of Manufacture**

**AUG 2018**

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

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(End of provision)

**52.229-11 Tax on Certain Foreign Procurements — Notice and Representation**

**JUN 2020**

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means

- (1) A citizen or resident of the United States;
  - (2) A domestic partnership;
  - (3) A domestic corporation;
  - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
  - (5) Any trust if—
    - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
    - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that
- (1) It  is  is not a foreign person; and
  - (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
  - (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

**52.230-1 Cost Accounting Standards Notices and Certification JUN 2020**  
**(Other than Small Businesses and Emerging Large**  
**Businesses only)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1)  *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2)  *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3)  *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4)  *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*Caution:* Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

*Caution:* An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

(End of provision)

**52.230-7 Proposal Disclosure-Cost Accounting Practice Changes APR 2005  
(Other Than Small Businesses and Emerging Large  
Businesses only)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

## **SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 Solicitation Provisions Incorporated by Reference**

#### **FAR 52.252-1                      Solicitation Provisions Incorporated by Reference                      FEB 1998**

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

Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>.

**Table 9 – FAR Provisions Incorporated by Reference**

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	OCT 2016
52.215-1	Instructions to Offerors – Competitive Acquisition	JAN 2017
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010
52.215-20 ALT I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – ALT I	OCT 2010
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	OCT 2009
52.216-29	T&M/LH Proposal Requirements—Non-commercial Item Acquisition with Adequate Price Competition	FEB 2007
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance	OCT 2020

**Table 10 – HHSAR Provisions Incorporated by Reference**

352.239-73	Electronic Information and Technology Accessibility Notice	DEC 2015
352.219-70	Mentor-Protégé Program	DEC 2015

## **L.2 Solicitation Provisions Displayed by Full Text**

The following clauses are displayed by full text:

### **FAR 52.216-1**

#### **Type of Contract**

**APR 1984**

The Government contemplates awards of indefinite quantity indefinite delivery contracts resulting from this solicitation. Individual task orders may be fixed price, time and materials, cost reimbursement, or a hybrid of any of these contract types. They may be commercial or non-commercial.

(End of provision)

### **FAR 52.216-27**

#### **Single or Multiple Awards**

**OCT 1995**

The Government will award multiple task order contracts for the same or similar supplies or services under this solicitation. The following is an estimate as to the number and type of awards the government anticipates. The government may deviate from these numbers.

Other Than Small Business	About 75 to 125 awards
Emerging Large Business	About 20 to 40 awards
Small Business	About 100 to 125 awards
Woman Owned Small Business	About 20 to 40 awards
Veteran Owned Small Business	About 20 to 40 awards
Service Disabled Veteran Owned Small Business	About 20 to 40 awards
HUBZone	About 20 to 40 awards
8A	About 20 to 40 awards
Indian Economic Enterprise	About 5 to 10 awards
Indian Small Business Economic Enterprise	About 5 to 10 awards

Pursuant to FAR 19.1503(a), offerors must be sure their WOSB status is in accordance with 13 CFR Part 127.

If the apparent successful offeror has submitted a complete application that is pending certification at the time of initial offer, or certified, by the U.S. Small Business Administration (SBA), the offeror will be eligible for proposal or bid submission, per 13 CFR 127.504. Offerors that need assistance in submitting a complete application to beta.Certify.sba.gov are advised to contact the SBA Office of Government Contracting at [wosb@sba.gov](mailto:wosb@sba.gov)

(End of provision)

**FAR 52.233-2**

**Service of Protest**

**SEPT 2006**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the government Accountability Office (GAO), shall be served to the PCO by obtaining written and dated acknowledgment of receipt from:

**National Institutes of Health  
Information Technology Acquisition and Assessment Center (NITAAC) –  
[CIOSP4.NITAAC@nih.gov](mailto:CIOSP4.NITAAC@nih.gov)  
6011 Executive Blvd, Suite 503  
Rockville, MD 20852  
Attention: Rose Schultz, Procuring Contracting Officer**

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

(End Provision)

### **L.3 Instructions to Offerors**

Pursuant to FAR 52.215-1(f)(1), The government intends to award contracts resulting from this solicitation to the responsible offerors whose proposals represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

Pursuant to FAR 52.215-1(f)(4), the government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The government reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

#### **L.3.1 Supplemental Information to 52.215-1:**

The following information supplements 52.215-1:

(c) Offerors shall submit their proposals via the NIH Secure Email and File Transfer Service. NIH will send an invitation to each offeror which will enable the offeror to upload their proposal. To initiate the proposal submission process through SEFT, the offeror (and/or subcontractors submitting information directly to the government) must register at <https://nih.force.com/CIOSP4/s>. Registration must occur 24 hours before the due date of proposals.

(c)(3) The government must receive an offeror's proposal by 2 pm EST July ~~08~~23, 2021.

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

The offeror must contact NITAAC via the NIH Secure Email and File Transfer Service and state they are submitting a modification to their proposal. If the offeror submits a modification, an entirely new complete copy of the proposal that incorporates the modification must be received by the government.

(d) Offeror expiration date. Proposals must be valid for a period of one year (365 days) from the proposal due date.

### **L.3.2 Competition Notice**

During this solicitation, socioeconomic categories are not competing against each other to receive awards. Only businesses within their respective socioeconomic category are competing against the other businesses within that category.

Emerging large business (ELB) is a category considered for IDIQ awards only. For purposes of task order awards, ELB is considered OTSB.

For example, a small business is not competing against an other than small business (OTSB). An OTSB is not competing against an ELB. An 8a business is not competing against a WOSB. Each socioeconomic category will its own set of evaluation criterion, particularly during Phase 1 Self Score Sheet.

Other Than Small Businesses	compete only against	Other Than Small Businesses
Emerging Large Businesses	compete only against	Emerging Large Businesses
Small Businesses	compete only against	Small Businesses
Woman Owned Small Businesses	compete only against	Woman Owned Small Business
Veteran Owned Small Businesses	compete only against	Veteran Owned Small Businesses
Service Disabled Veteran Owned Small Businesses	compete only against	Service Disabled Veteran Owned Small Businesses
HUBZone Small Businesses	compete only against	HUBZone Small Businesses
8a small businesses	compete only against	8a small businesses
Indian Economic Enterprises	compete only against	Indian Economic Enterprises
Indian Small Business Economic Enterprises	compete only against	Indian Small Business Economic Enterprises

### **L.3.3 Release of Information**

All offerors will be notified after each evaluation phase and at the time of award whether they are eliminated from the competition, or whether they will receive an award.

The government will not reimburse offerors for the costs of preparation and submission of a proposal.

### **L.3.4 Rejection of Multiple or Alternate Offers**

Only one proposal will be accepted from a single prime contractor. Multiple or alternate offers from the same prime contractor will be rejected. All though only one proposal is acceptable, an offeror is allowed to select multiple socio-economic categories.

This does not preclude an offeror from being a member of a CTA, JV, or in a mentor-protégé agreement while also submitting their own standalone proposal as a prime contractor. In this case, an offeror may submit as a prime contractor and also as part of the CTA, JV, or mentor-protégé arrangement.

### **L.3.5 News Releases**

The contractor shall not make any news release pertaining to this solicitation without prior approval from the PCO.

### **L.3.6 Clarifications Requested by the Government**

Any response to a clarification requested by the government shall be made by submitting a revised proposal as directed by the PCO.

Files that are uploaded must clearly identify any changes. This can be accomplished by using a different color for the revisions or through track changes in Microsoft Word. Documents must include a version number (example: Ver 1) and the date the change was made.

### **L.3.7 Instructions for CTAs, JVs, and Mentor-Protégé Agreements**

Potential offerors may form a CTA or a mentor-protégé arrangement that has been approved by the Small Business Administration.

#### **L.3.7.1 Contractor Team Arrangements**

The government will accept offers from the two types of CTAs defined in FAR 9.601.

9.601(1): Two or more companies form a partnership or joint venture to act as a potential prime contractor. This type of CTA will receive one contract award (for all members of the CTA).

9.601(2): A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified government contract or acquisition program.

### **L.3.7.2 Instructions regarding FAR 9.601(1) CTAs**

The offeror must provide the following information in their proposal. Failure to provide this information will result in the rejection of the offeror's proposal.

1. Purpose of the CTA
2. Identify the Parties
  - Identify the entities which make up the CTA relationship
  - The primary point of contact for each of the members of the team
  - The managing partner
  - Statement addressing the obligation of all parties to the CTA
  - Statement of how performance of the contract and resulting task orders would continue despite a withdrawal of any member.
  - Location of accounting and other administrative records for the duration of contract
  - Legal names of the CTA members
  - CTA corporate / physical address
  - CTA web address
  - DUNS number of the proposed CTA

3. Designation of a Team Lead

The CTA document shall identify the team lead and clearly explain the specific duties/responsibilities of the team lead to the other members of the team and to the government. The team lead must be the primary point of contact with the government while the proposal is under consideration. This means that the government will require permission from each non-lead member of the team for the government to discuss confidential / privileged information about the non-lead members of the CTA with the designated team lead.

This release shall include consent of the proposed CTA members to disclose their past performance information to the CTA lead.

4. Specific Duties/Responsibilities

The CTA document shall clearly describe the responsibilities of each member of the team as they relate to each other. It shall identify any guaranteed percentages of potential work allocated to the team members.

5. Management of Resources

The CTA document shall describe how the resources and experiences of each member will be used for contract performance. It shall also describe how each team member will work together to accomplish their responsibilities identified in #4 above.

6. Pricing and Cost

The CTA document shall explain how the team members have divided responsibilities for purposes of proposing price/costs. For example, if one member of the team is responsible for proposed price/costs for a particular labor category, while another entity in the CTA is proposing price/costs for a different labor category, the CTA documents shall identify which of the respective team members is responsible for proposing which specific price/cost information.

#### 7. Invoicing and Payment

The CTA document shall explain how the team members have addressed issues relating to invoicing and distribution of payments. For example, the CTA document shall identify which member of the team is responsible for invoicing the government and distributing payment. Under such circumstances, the CTA document shall clearly indicate that all team members agree to this method of payment. The CTA document shall also acknowledge that any dispute involving the distribution of payment will be resolved by the team members themselves, without any involvement by the government.

#### 8. Replacement of Team Members

The CTA document shall address the circumstances and procedures for replacement of team members, including the team lead.

#### 9. Duration of the CTA

The CTA document shall address the duration of the CTA, including when it becomes effective, when it expires, and the basis for termination.

#### 10. Representations and Certifications

All members of the CTA shall submit separate representations and certifications as required under Section K.

#### 11. Small Business CTAs

To be considered a small business, the other members of the CTA must all be small businesses, some other socioeconomic category of a small business, or an other than small business that has an SBA-approved mentor-protégé agreement with the eligible socio-economic business whose status the CTA is relying upon to compete for award. A FAR 9.601(1) CTA that is not a joint venture must demonstrate that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor / team lead.

#### 12. HUBZone, VOSB, SDVOSB, WOSB, and 8a CTAs

To be considered a HUBZone, VOSB, SDVOSB, WOSB, or 8a CTA, the prime contract / team lead must be a HUBZone, VOSB, SDVOSB, WOSB, or 8a business. The other members of the CTA must all be small businesses or some other socioeconomic category of small business.

The CTA must state how the arrangement will guarantee that a minimum of 50 percent of the work under the contract will be performed by the prime contractor.

Additional restrictions may be applicable in FAR clauses 52.219-3, 52.219-14, 52.219-27, 52.219-29, or 52.219-30.

### **L.3.7.3 Instructions regarding FAR 9.601(2) CTAs**

Offerors forming CTAs as defined under FAR 9.601(2) are not required to submit any additional documentation regarding the proposed prime / subcontractor contractual relationship or the qualifications of the proposed subcontractors.

### **L.3.7.4 Instructions regarding mentor-protégé arrangements**

The offer must include a copy of their SBA approved mentor-protégé agreement. Failure to include a copy of this document will result in rejection of the offeror and elimination from the competition.

### **L.3.7.5 Additional Information Required from 8a Offerors**

Offerors proposing as 8a shall furnish evidence of qualification under the 8a program. In addition, to facilitate communications, the Offeror shall provide the following information regarding the offeror's cognizant servicing SBA field office:

1. Servicing SBA Field Office
2. Address
3. Cognizant SBA Business Opportunity Specialist's Name
4. Phone and Email Address

## **L.4 SEQUENCE OF EVENTS**

The government will use a three phased approach to evaluate offerors.

**Phase I:** The government will review the self-scoring sheets of all offerors and notify the offerors with the highest scores that will proceed to phase II of the evaluation.

**Phase II:** The government will review the offerors' documentation and compare it against the go / no-go requirements found in L.5.3 and M.3. Offerors that receive a go for all go / no-go requirements will proceed to phase III of the evaluation.

**Phase III:** The government will evaluate the offerors' Health IT capability management, past performance, and price proposals. An adjectival rating will be assigned to each offeror, and the most highly rated offerors will receive awards.

The following table summarizes the anticipated sequence of events, from solicitation release through solicitation due date. The government may deviate from this sequence.

**Table 10 – Sequence of Events**

<b>STEP</b>	<b>EVENT</b>	<b>Date/Time (ET)</b>
1.	Release RFP	5/25/2021

2.	Deadline for questions from offerors	6/01/2021 – 12 Noon
3.	Government posts answers to some questions from offerors	6/11/2021 – COB
4.	Proposals due	7/08/2021 – 2pm

**\* All questions must be submitted in the format provided in Attachment J.4. Questions submitted outside of the Attachment J.4 format will not be considered. Questions shall be submitted as an attachment to the [CIOSP4.NITAAC@nih.gov](mailto:CIOSP4.NITAAC@nih.gov) email box on or before the mentioned due date. Questions submitted after the due date will not be considered.**

### **L.5 PROPOSAL FORMAT**

Offerors shall not provide elaborate brochures or other presentations beyond what is sufficient to present a complete and effective proposal.

Proposal files must follow the following format/page set up parameters:

1. Page Size:
  - Width: 8.5 inches
  - Height: 11.0 inches
2. Paragraph Spacing: Single spaced. Each paragraph shall be separated by at least one blank line.
3. Margins: Top, Bottom, Left and Right 1-inch margins for all pages
  - Header and Footers may be placed in the margin but shall not contain proposal content
  - Gutter – 0 inches
  - From Edge – Header, Footer – 0.5 inches
4. Font Size and Style – Minimum:
  - 12-point Times New Roman font for Text
  - 10-point font in the Arial family for Tables
  - 10-point font in the Arial family for Graphics
5. Tables and graphics may be landscape; all other text must be portrait.
6. Proposals shall be less than 100MB in size when submitted through the NIH Secure Email and File Transfer Service. We request that you attach all required documents in a zip file.
7. The Offeror shall use the following naming convention for all proposal submission files (see Section L.5 Proposal Format, Table 11 – Proposal Format):

<DUNS NUMBER> Volume # Phase # Section #

For example, Company XYZ with a DUN Number of 123456789 would submit its

Management Approach Subfactor 2 – Resources as:

123456789 Volume IV Phase III Subfactor 2

The Past Performance Responses would be:

123456789 Volume V Phase III Section 3

Note: that the Management Approach Resumes shall be named as:

123456789 Volume IV Phase III Subfactor 3 Resumes

Automation will be used to gather and collate documents. Not using the file naming convention could result in documents being missed and therefore considered non-compliant, resulting in a rejected bid.

Proposal Format, Proposal Submission File Naming Convention

All proposal files shall be compressed using Zip file compression format. The proposal files shall be all in a single zip file and not contain a folder or directory structure (i.e., 14 individual files within the zip file).

8. The Zip file shall use the following naming convention:

<DUNS NUMBER> CIO-SP4 Proposal Package Submission # of #

For example:

123456789 CIO-SP4 Proposal Package Submission 1 of 2.zip

If the offeror uses a different format (font size, margin, etc.), the government reserves the right to adjust the proposal to fit the parameters of the format required by the RFP. If this results in the proposal exceeding the page limitations in any one area, the government will not consider those excess pages.

Anything not specifically excluded from any page limit ~~are is~~ counted against the total number of pages for each section. ~~Any cover page, table of contents, or table of figures included within a proposal section is included within any applicable page limitation of the respective section.~~ Title pages, tables of contents, acronym lists, and other administrative information are allowed and excluded from all page limits.

The offeror's proposal shall be organized in accordance with the following table.

**Table 11 – Proposal Format**

VOLUME	PHASE	TITLE	PAGE LIMIT
I	I	Section 1 – Administrative Information  Section 2 – Self-scoring Sheet  Section 3 – Self-scoring Sheet Documentation	None
II – Go / No-Go Requirements	II	Section 1 – Go / No-Go Requirements <ul style="list-style-type: none"> <li>• Verification of adequate accounting system</li> <li>• SF 1407 (REV 1/2014)</li> <li>• Small business subcontracting plan (OTSBs and ELBs only)</li> </ul> Section 2 – Completed Reps and Certs from Section K <ul style="list-style-type: none"> <li>• 52.204-8,</li> <li>• 52.204-24,</li> <li>• 52.209-7,</li> <li>• 52.209-12,</li> <li>• 52.209-13,</li> <li>• 52.219-1,</li> <li>• 52.225-18, and</li> <li>• 52.229-11.</li> </ul>	None

VOLUME	PHASE	TITLE	PAGE LIMIT
		In addition to the above, OTSBs and ELBs must complete the following representations and certifications. <ul style="list-style-type: none"> <li>• 52.230-1and</li> <li>• 52.230-7.</li> </ul>	
III – Health IT Capability	III	Health IT	Maximum of 3 pages.
IV – Management Approach	III	Subfactor 1 – Program Management  Subfactor 2 – Resources  (Resumes shall be submitted in a separate file. Resume file has no page limit)  Subfactor 3 – Corporate Commitment	Subfactor 1: Maximum of 4 pages  Subfactor 2: Maximum of 3  Subfactor 3: Maximum of 2 pages
V – Past Performance	III	Section 1 – Past Performance References  Section 2 – Past Performance Narratives  Section 3 – Responses to any unacceptable ratings for CPARS (if applicable)	1 page per past performance narrative. Maximum of three pages total.  1 page per CPARS response (if applicable). No maximum overall limit for CPARS responses.
VI – Price	III	Section 1 – Pricing Tables (completed tables 2 and 3)	No page limit for any section.

In accordance with FAR 52.215-1(e) Restriction on disclosure and use of data, offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

*This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and*

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

### **L.5.1 Volume I Section 1 – Administrative Information**

FAR 52.215-1(c)(2) is tailored as follows. In volume I section 1, the offeror must provide:

- i. The solicitation number;
- ii. The name, address, email address, website URL, and telephone number of the offeror
- iii. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- iv. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- v. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- vi. Name, email address, and phone number of the program manager that will be appointed for those duties stated in G.3.2.1 of this solicitation.
- vii. Name, email address, and phone number of the contract administrator that will be appointed for those duties stated in G.3.2.2. of this solicitation.
- viii. The task areas the offeror is proposing
- ix. The size status of the offeror. Small business (and all types of small business / IEE and ISBEE socioeconomic groups) may rely on their SAM certifications in 52.219-1 and do not need to provide additional documentation to prove their size status unless requested by the government. This excludes documentation such as 8a documentation required in L.3.7.

If the offeror is proposing as an emerging large business, they must provide documentation that shows their average yearly revenue for the last five years was

between \$30M and \$500M per year. An example of this documentation is an income statement. Any business with average yearly revenue greater than \$500M per year for the last five years is considered another than small business.

- x. Any CTA, JV, mentor-protégé, or 8a documentation, such as that required in L.3.7.
- xi. If the offeror has or envisions a potential OCI in performing the work, the offeror shall identify this in the proposal and, if appropriate, provide a mitigation strategy. Offerors found to have an apparent or actual conflict of interest for which no acceptable mitigation strategy is possible will be removed from further consideration.

## **L.5.2 Volume I Section 2 – Self-scoring Sheet**

The offeror must fill out column E of rows 5 through 17 of the self-scoring sheet.

The total amount of points an offeror receives is shown in cell E19. This is the score the government will use to determine whether the offeror advances to phase II or is eliminated from the competition. Only the offerors who score the highest will advance to the next phase.

The offeror does not have to enter any data for rows 21 through 63. These rows show the evaluation scheme of this solicitation for informational purposes only.

### **L.5.2.1 Row 8 Corporate Experience:**

For each task area the offeror is proposing, the offeror must provide corporate experience examples relevant to those task areas. Offerors must provide a minimum of three corporate experience examples. Up to 30 examples may be provided, with no more than three examples per task area.

At least one corporate experience example must be provided that shows experience with the criteria set forth in task area 1 – C.2.1. This one corporate experience example cannot be reused for other task areas. Any other examples can be reused over and over again, provided the examples are relevant to the respective task areas the offeror is citing. The offeror shall indicate when an example is being used for more than one task area.

To be relevant, the corporate experience examples will be evaluated against the information provided in C.2.1 through C.2.10 (the descriptions of task areas 1 – 10) and must be similar to those task areas.

All corporate experience examples must be from the last three years prior to the date the proposals are due for this solicitation. The examples may come from members of an offeror's CTA / JV, and/or Mentor-Protégé as identified in section L.3.7. If provided, work done by each partner or member of the contractor teaming arrangement will be considered. However, for mentor-protégé arrangements, large business is limited to one example for each task area.

The dollar value of the corporate experience example is the total value of the contract including options. The same examples may be used for corporate experience, leading edge technology relevant experience, and federal multiple award experience.

Small business	Task area 1 and 7 additional task areas
8(a)	Task area 1 and 4 additional task areas
Women owned small business	Task area 1 and 4 additional task areas
Veteran owned small business	Task area 1 and 4 additional task areas
Service disabled veteran owned small business	Task area 1 and 4 additional task areas
HUBZone small business	Task area 1 and 4 additional task areas
IEE	Task area 1 and 4 additional task areas
ISBEE	Task area 1 and 4 additional task areas
Other Than Small Business / Emerging Large Business	All ten task areas

For SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors the following point values may be assigned per example:

<b>Dollar Value of Federal Contract / Agreement</b>	<b>Points Per Example</b>
\$500,000 – \$1,000,000	30 points
\$1,000,001 – \$2,000,000	60 points
\$2,000,001 – \$4,000,000	90 points
\$4,000,001 – \$7,000,000	120 points
Over \$7,000,000	150 points

For OTSB and ELB offerors, the following dollar value and points per example apply:

<b>Dollar Value of Federal Contract / Agreement</b>	<b>Points Per Example</b>
\$1,000,000 – \$3,000,000	30 points
\$3,000,001 – \$7,000,000	60 points
\$7,000,001 – \$15,000,000	90 points
\$15,000,001 – \$31,000,000	120 points

Over \$31,000,000	150 points
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Documentation of each example must be included in the appropriate section in the offeror's proposal in accordance with L.5. The documentation must prove to the government the offeror's corporate experience examples are real and legitimate. To achieve this each experience referenced must include a completed copy of attachment J.67 Self Scoring Sheet Experience Template:

If a print out from Federal Procurement Data System (FPDS) eZ search ([https://www.fpds.gov/fpdsng cms/index.php/en/](https://www.fpds.gov/fpdsng/cms/index.php/en/)) is included then signatures on the attachment J.76 are not required. **However, for initial proposal submission signatures are not required.** If the offeror is notified that they will proceed to Phase II then a signed copy of J.76 must be provided within one week of notification by the PCO. Submission instructions will be provided with the notice. The signed versions submitted must match exactly the versions that are submitted with the initial proposal for consideration. Any alterations beyond the adjustment of contact information and signatures will result in removal from Phase II.

A maximum of 4,500 points may be earned.

**L.5.2.2 Row 9 Leading Edge Technology Experience:**

The offeror may provide up to three examples of leading edge technology experience.

To be considered leading edge technology experience, the example of the project must be from one of the categories below and fall within the dollar values in the table in this section.

All leading edge technology examples must be from the last three years from the date the proposals are due for this solicitation. The examples may come from members of an offeror's CTA / JV, and/or Mentor-Protégé as identified in section L.3.7. If provided, work done by each partner or member of the contractor teaming arrangement will be considered. However, for mentor-protégé arrangements, large business is limited to one example.

- a. Cyber Security
- b. Agile Project Management and / or Agile Coaching
- c. Machine Learning
- d. Artificial intelligence
- e. Cloud
- f. Virtual Desktop Infrastructure
- g. Blockchain
- h. Robotic Process Automation
- i. Future cutting edge technologies

For SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors the following point values may be assigned per example:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$500,000 – \$1,000,000	120 points
\$1,000,001 – \$2,000,000	240 points
\$2,000,001 – \$4,000,000	320points
Dollar Value of Federal Contract / Agreement	Points Per Example
\$4,000,001 – \$7,000,000	480 points
Over \$7,000,000	600 points

For OTSB and ELB offerors, the following dollar value and points per example apply:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$1,000,000 – \$3,000,000	120 points
\$3,000,001 – \$7,000,000	240 points
\$7,000,001 – \$15,000,000	320 points
\$15,000,001 – \$31,000,000	480 points
Over \$31,000,000	600 points

Documentation of each example must be included in the appropriate section in the offeror's proposal in accordance with L.5. The documentation must prove to the government the offeror's corporate experience examples are real and legitimate. To achieve this each experience referenced must include a completed copy of attachment J.76 Self Scoring Sheet Experience Template:

If a print out from Federal Procurement Data System (FPDS) eZ search (<https://www.fpds.gov/fpdsng/cms/index.php/en/>) is included then signatures on the attachment J.7J.6 are not required. **However, for initial proposal submission signatures are not required.** If the offeror is notified that they will proceed to Phase II then a signed copy of J.7J.6 must be provided within one week of notification by the PCO. Submission instructors will be provided with the notice. The signed versions submitted must match exactly the versions that are submitted with the initial proposal for consideration. Any alterations beyond the adjustment of contact information and signatures will result in removal from Phase II.

A maximum of 1,800 points may be earned.

### L.5.2.3 Row 10 Federal Multiple Award Experience

The offeror may provide up to three examples of federal multiple award contracts or agreements they were awarded. This can include basic ordering agreements, blanket purchase agreements, GSA multiple award schedules (in accordance with FAR Part 8), and multiple award IDIQs from any federal agency. Only federal government vehicles qualify (no state, local, or foreign government contracts / agreements are acceptable).

All federal multiple award experience must be from the last three years from the date the proposals are due for this solicitation. The examples may come from members of an offeror's CTA / JV, and/or Mentor-Protégé as identified in section L.3.7. If provided, work done by each partner or member of the contractor teaming arrangement will be considered. However, for mentor-protégé arrangements, large business is limited to one example.

For SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors, the following point values may be assigned per example:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$500,000 – \$1,000,000	80 points
\$1,000,001 – \$2,000,000	160 points
\$2,000,001 – \$4,000,000	240 points
\$4,000,001 – \$7,000,000	320 points
Over \$7,000,000	400 points

For OTSB and ELB offerors, the following dollar value and points per example apply:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$1,000,000 – \$3,000,000	80 points
\$3,000,001 – \$7,000,000	160 points
\$7,000,001 – \$15,000,000	240 points
\$15,000,001 – \$31,000,000	320 points
Over \$31,000,000	400 points

Documentation of each example must be included in the appropriate section in the offeror's proposal in accordance with L.5. The documentation must prove to the government the offeror's corporate experience examples are real and legitimate. To achieve this each experience referenced must include a completed copy of attachment [J-7J.6 Self Scoring Sheet Experience Template](#):

If a print out from Federal Procurement Data System (FPDS) eZ search ([https://www.fpds.gov/fpdsng\\_cms/index.php/en/](https://www.fpds.gov/fpdsng_cms/index.php/en/)) is included then signatures on the attachment [J-7J.6](#) are not required. **However, for initial proposal submission signatures are not required.** If the offeror is notified that they will proceed to Phase II then a signed copy of [J-7J.6](#) must be provided within one week of notification by the PCO. Submission instructors will be provided with the notice. The signed versions submitted must match exactly the versions that are submitted with the initial proposal for consideration. Any alterations beyond the adjustment of contact information and signatures will result in removal from Phase II.

A maximum total of 1,200 points may be earned.

#### **L.5.2.4 Row 11 Executive Order 13779**

The offeror may provide up to three examples of projects that directly supported HBCUs in accordance with Executive Order 13779.

Each example is worth 100 points, with a maximum total of 300 points.

The example must be from the last three years from the date the proposals are due for this solicitation. The examples may come from members of an offeror's CTA / JV, and/or Mentor-Protégé as identified in section L.3.7. If provided, work done by each partner or member of the contractor teaming arrangement will be considered. However, for mentor-protégé arrangements, large business is limited to one example.

Documentation of each example must be included in the appropriate section in the offeror's proposal in accordance with L.5. The documentation must prove to the government the offeror's corporate experience examples are real and legitimate. To achieve this each experience referenced must include a completed copy of attachment [J-7J.6](#) Self Scoring Sheet Experience Template:

If a print out from Federal Procurement Data System (FPDS) eZ search ([https://www.fpds.gov/fpdsng\\_cms/index.php/en/](https://www.fpds.gov/fpdsng_cms/index.php/en/)) is included then signatures on the attachment [J-7J.6](#) are not required. **However, for initial proposal submission signatures are not required.** If the offeror is notified that they will proceed to Phase II then a signed copy of [J-7J.6](#) must be provided within one week of notification by the PCO. Submission instructors will be provided with the notice. The signed versions submitted must match exactly the versions that are submitted with the initial proposal for consideration. Any alterations beyond the adjustment of contact information and signatures will result in removal from Phase II.

#### **L.5.2.5 Row 12 CMMI Certification Level 2**

SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors may award themselves 300 points if they possess a level 2 CMMI appraisal or higher.

OTSB and ELB offerors must have a level 2 CMMI, or they will be eliminated from the competition. For OTSB and ELB offerors that have this appraisal or higher, they shall award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate need have this certification, provided the offeror identify which member or affiliate has this certification, and how that member / affiliate would use the certification in the normal course of business for the offeror.

If applicable, a copy of this certification must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.6 Row 13 Earned Value Management System**

If the offeror has an EVMS or cost / schedule control system that is compliant with EIA-748, they shall award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate need an EVMS, provided the offeror identify which member or affiliate has this, and how that member / affiliate would use the EVMS in the normal course of business for the offeror.

If applicable, documentation showing compliance must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.7 Row 14 Acceptable Estimating System**

If the offeror has an acceptable estimating system, they shall award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate must have an acceptable estimating, provided the offeror identify which member or affiliate has this, and how that member / affiliate would use the acceptable estimating system in the normal course of business for the offeror.

Acceptable estimating system means an estimating system:

(1) Is maintained, reliable, and consistently applied; (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices; (3) Is consistent with and integrated with the Contractor's related management systems; and (4) Is subject to applicable financial control systems.

An acceptable estimating system accomplishes the following functions:

- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets;
- (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
- (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the contractor's established procedures.
- (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
- (v) Provide for adequate supervision throughout the estimating and budgeting process.
- (vi) Provide for consistent application of estimating and budgeting techniques.
- (vii) Provide for detection and timely correction of errors.
- (viii) Protect against cost duplication and omissions.
- (ix) Provide for the use of historical experience, including historical vendor pricing data, where appropriate.

- (x) Require use of appropriate analytical methods.
- (xi) Integrate data and information available from other management systems.
- (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
- (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
- (xiv) Provide procedures to update cost estimates and notify the contracting officer in a timely manner throughout the negotiation process.
- (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
- (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
- (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with Federal Acquisition Regulations

Documentation of the offeror's acceptable estimating system must be included in the appropriate section in the offeror's proposal in accordance with L.5. Examples of documentation that prove the offeror has an acceptable estimating system include official audit reports from DCAA, DCMA, other cognizant federal agency, third party CPA, or an official letter from any of these that verifies the acceptability of the estimating system.

#### **L.5.2.8 Row 15 ISO 9001 Certification**

SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors may award themselves 200 points if they possess an ISO 9001 certification.

OTSB and ELB offerors must have an ISO 9001 certification, or they will be eliminated from the competition. For the OTSB and ELB offerors that have this certification, they shall award themselves 200 points.

Only one member of an offeror's CTA / JV or an affiliate must have an ISO 9001 certification, provided the offeror identify which member or affiliate has this, and how that member / affiliate would use this certification in the normal course of business for the offeror.

If applicable, a copy of this certification must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.9 Row 16 ISO 20000 Certification**

SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors may award themselves 200 points if they possess an ISO 20000 certification.

OTSB and ELB offerors must have an ISO 20000 certification, or they will be eliminated from the competition. For the OTSB and ELB offerors that have this certification, they shall award

themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate need have this certification, provided the offeror identify which member or affiliate has this certification, and how that member / affiliate would use the certification in the normal course of business for the offeror.

If applicable, a copy of this certification must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.10 Row 17 ISO 27001 Certification**

If an offeror has an ISO 27001 certification, they may award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate need have this certification, provided the offeror identify which member or affiliate has this certification, and how that member / affiliate would use the certification in the normal course of business for the offeror.

If applicable, a copy of this certification must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.11 Row 18 Approved Purchasing System**

If an offeror has an approved purchasing system, they shall award themselves 200 points.

Only one member of an offeror's CTA / JV or an affiliate must have an approved purchasing system, provided the offeror identify which member or affiliate has this, and how that member / affiliate would use the approved purchasing system in the normal course of business for the offeror.

An approved purchasing system is one that has been reviewed for its efficiency and effectiveness in how the contractor spends government funds and complies with government policy when subcontracting. The purchasing system must have been approved by DCMA or other federal agency.

The government will accept a copy of the contractor's purchasing system review report (CPSR) or other documentation granting purchasing system approval. If applicable, a copy of this must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.12 Row 19 Facility Clearance Level**

SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors may award themselves 200 points if they possess a SECRET level facility clearance.

OTSB and ELB offerors must possess a TOP SECRET facility clearance level in order to receive the full 200 points. If OTSB and ELB offerors only possess a SECRET facility clearance level, they will receive 100 points.

Only one member of an offeror's CTA / JV or an affiliate need have a SECRET (or TOP SECRET) facility clearance provided the offeror identify which member or affiliate has it, and how that member / affiliate would use it in the normal course of business for the offeror.

Offerors are cautioned that any task order where a facility clearance is required to perform primary and vital work, the lead joint venture partner must possess the required facility clearance. Where the security portion of the task order requiring a facility clearance is ancillary

to the principal purpose of that procurement, the partner to the joint venture that will perform that work must possess the required facility clearance.

A maximum total of 200 points may be earned.

If applicable, documentation must be included in the appropriate section in the offeror's proposal in accordance with L.5 that clearly shows the type of facility clearance level they possess.

### **L.5.3 Volume II Section 1 – Go / No-Go Requirements**

The following documentation must be incorporated into volume II of the offeror's proposal.

#### **L.5.3.1 Verification of an Adequate Accounting System**

Contractors must be able to respond to cost reimbursement TORs. Therefore, to be eligible for award, offerors must have an accounting system that has been audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

The government will accept audit reports from DCMA, DCAA, a federal civilian audit agency, or a third party certified public accounting firm. The report must provide a contact name and contact information (i.e., phone number, address, email address) of the auditor that reviewed the offeror's financial information.

A fully signed copy (by DCMA, DCAA, federal civilian agency, or third party CPA authorized official) of an SF-1408 Pre-award Survey of a Prospective Contractor is ~~also~~ acceptable. A signed determination letter from DCMA, approving the offeror's accounting system is also sufficient.

Only one member of an offeror's CTA / JV or an affiliate need have this verification, provided the offeror identify which member or affiliate has it, how that member / affiliate would respond to cost type task orders, and how accounting / cost data would be incorporated and transmitted to the government in a task order response.

Failure to provide the verification of an adequate accounting system will result in elimination from the competition.

#### **L.5.3.2 SF 1407 (REV 1/2014)**

The offeror must complete and submit SF 1407 (REV 1/2014) so that the government can assess the offeror's financial health. Failure to provide this completed form will result in the offeror being eliminated from competition. All members of a CTA / JV must submit this form, with the exception of subcontractors under FAR 9.601(2) arrangements.

Offerors shall complete the following from the SF 1407:

- Page 1 – Prospective Contractor: Name
- Section II – All
- Section III Part A – All
- Section III Part B – All
- Section V # 3 – 5
- Section VI # 6

- The offer must sign Section III Part C 2.b.

No other information or signatures are required.

Members of a CTA may individually submit their own SF 1407 to the government in order to keep their sensitive financial information confidential. When submitting, the offeror must identify the CTA they belong to as well as each member of the CTA.

**L.5.3.3 Small Business Subcontracting Plan (OTSB and ELB offerors only)**

OTSB and ELB offerors must include the information identified in FAR 52.219-9 and 52.219-9 ALT II in its small business subcontracting plan and complete attachment J.74. Offerors shall express their goals in terms of percentages rather than dollar values.

Pursuant to FAR 19.704(a)(2), offerors shall express their goals for using small businesses, veteran owned small business, service disabled veteran owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns as percentages of the total contract value (\$50 billion). Specific dollar values are not wanted.

The following are HHS’ subcontracting goals:

Subcontract goals	33.25%
Small Disadvantaged Business	5%
Service Disabled Veteran Owned Small Business	3%
Women Owned Small Business	5%
HUBZone Small Business	3%

**L.5.4 Volume II Section 2 – Representations and Certifications**

The following representations and certifications from section K must be completed and incorporated into volume II section 2 of the offeror’s proposal. Failure to provide any of these completed representations and certifications will result in the offeror being eliminated from the competition, as these are also considered go / no-go requirements.

52.204-8	Annual Representations and Certifications	MAR 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	OCT 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.209-13	Violation of Arms Control Treaties or Agreements—Certification	JUL 2020
52.219-1	Small Business Program Representations	MAR 2020

52.225-18	Place of Manufacture	AUG 2018
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation.	JUN 2020

In addition to the above, OTSB and ELB offerors must complete the following representations and certifications.

52.230-1	Cost Accounting Standards Notices and Certification	JUN 2020
52.230-7	Proposal Disclosure—Cost Accounting Practice Changes	APR 2005

Failure to provide these will result in elimination from the competition.

### **L.5.5 Volume III – Health IT**

Within the context of C.2.1 Task Area 1, the offeror’s proposal must clearly describe their experience with designing, developing, creating, using, and maintaining information systems for organizations that operate within the healthcare field. The organizations can be governmental or non-governmental. Experience can be no older than three years from the date the proposal is due. Experience may be submitted from any member of a CTA, JV, mentor-protégé, or from affiliates.

### **L.5.6 Volume IV – Management Approach**

#### **L.5.6.1 Volume IV – Management Approach: Subfactor 1 – Program Management**

The offeror shall provide the following:

- Plan that describes their approach for managing the CIO-SP4 contract and task orders they may be awarded.
- The offeror’s methodology for selecting, monitoring, and managing subcontractors

#### **L.5.6.2 Volume IV – Management Approach: Subfactor 2 – Resources**

The offeror’s proposal must clearly describe the following:

- The offeror’s strategy to recruit, train, and retain their IT workforce
- The offeror’s strategy to handle surges in workload in response to contingency / disaster and recovery situations
- The Offeror shall include the resume for the proposed Program Manager (identified as key personnel in accordance with Article G.3.2) and the Offeror’s backup plan of action to address situations during which the Program Manager may not be immediately available. If the Program Manager is not currently an employee of the Offeror, the proposal shall include a letter of commitment for the Program Manager.

### **L.5.6.3 Volume IV – Management Approach: Subfactor 3 – Corporate Commitment**

The offeror's proposal must clearly describe the following:

- Strategy for marketing the CIO-SP4 logo to other federal agencies in accordance with G.3.2.1.
- Strategy for pursuing technological innovations.
- Processes for managing task order proposals and task order administration.

### **L.5.7 Volume V – Past Performance**

The offeror shall provide up to three past performance references who will complete the past performance questionnaire located in J.3 and submit to CIO-SP4.NITAAC@nih.gov. Offerors may provide a maximum of one past performance example from the private sector. All other examples must be from government (federal, state, or local) performance

Questionnaires will be accepted after proposal receipt. However, a copy of the form provided to the past performance reference must be included with the offeror's proposal submission. \_

In lieu of questionnaires, offeror's may provide finalized CPARS records. The written narrative described below must still be provided. Each CPARS record will count towards the maximum of three past performance examples.

For each past performance reference / project, the offeror must provide a brief written narrative describing the following:

1. Summary of the project, including contract type, dollar value, and period of performance.
2. Which task area(s) in the statement of work most closely align with the type of work that was performed.
3. Whether they were a prime or subcontractor.
4. For OTSB and ELB offerors, if the past performance project involved small business subcontracting plans pursuant to FAR Subpart 19.7, the offeror must indicate the extent to which applicable goals for small business participation were obtained. If the project did not involve a small business subcontracting plan, this will not be used in the overall past performance evaluation and rating.

The government will consider and evaluate the past performance questionnaires and narratives of affiliates, members of the offeror's 9.601(1) CTA (if applicable), subcontractors of a 9.601(2) CTA, and all members of the offeror's mentor-protégé arrangement (if applicable). A past performance questionnaire and narrative from an affiliate, one member of a CTA, JV, or mentor-protégé arrangement will count towards the past performance questionnaire / narrative example of the entire group (e.g. for the entire CTA / JV / mentor-protégé arrangement).

This is the process the government will use to acquire and evaluate an offeror's past performance.

1. Offeror's must fill out form the located at J.2 (Past Performance Reference Contact Information) for each past performance reference, or provide finalized CPARS records. –Include these forms in your proposal in accordance with the proposal format in L.5.
2. The government will then evaluate each past performance questionnaire received and its respective past performance narrative.

The offeror must state if they cannot provide any relevant or recent past performance information. If they cannot, a rating of neutral will be assigned to the past performance factor.

Past performance must be relevant and recent. To be relevant, the past performance must be similar in scope and complexity to any of the task areas defined in C.2.1 through C.2.10 (e.g. task areas 1 – 10). To be recent, the past performance must have occurred within the last three years from the date the ~~proposal is due~~solicitation was originally released (May 25, 2021).

Offerors must provide a written response to questionnaires or CPARS ratings that are unacceptable. Failure to do so could result in the offeror being disqualified from the competition. The government will notify the offeror if they receive an unacceptable rating for any questionnaires.

## **L.5.8 Volume 6 – Price**

### **L.5.8.1 Pricing Tables**

The offeror shall complete table 2 – contractor site loaded labor rates and table 3 – government site loaded labor rates located in B.4. The prices therein are for firm fixed price and time and material / labor hour task orders, both commercial and non-commercial. Each year must be completed. All labor categories must be completed. All rates must inclusive of all direct costs, indirect costs, overhead, G&A, profit / fee, and any other costs associated with the rates.

## **SECTION M: EVALUATION FACTORS FOR AWARD**

### **M.1 General**

Proposals will be evaluated in the three phases identified in L.4 as follows:

- Phase 1: The government will validate the offerors' self-scoring sheet
- Phase 2: The government will verify the remaining offerors' go / no-go requirements
- Phase 3: The government will evaluate the remaining offerors' written proposal

The government will employ the source selection process described in FAR 15.101, which defines best value as using any one of a combination of source selection approaches. After the completion of phase 3, the government will use a selection methodology that awards contracts to offerors whose proposals represent the best value to the government at fair and reasonable prices.

#### **M.1.1 Contract Team Arrangements**

As stated in paragraph L.3.7, the Government will consider all members of a FAR 9.601(1) CTA for purposes of evaluation under the contract, provided that the Offeror submits a full and complete copy of the document establishing the CTA relationship containing at least the minimum information required by the solicitation closing date.

### **M.2 Phase 1 Evaluation**

During phase 1, the government will validate the offeror's completed self-scoring sheet. Only the highest rated offerors will advance to phase 2 of the evaluation.

### **M.3. Phase 2 Evaluation**

During phase 2, the government will verify whether the offeror submitted the documentation required in L.5.3 (go / no-go requirements) and L.5.4 (Representations and Certifications) for completeness and accuracy. Failure to meet any of the no-go requirements during this phase will eliminate the offeror from competition.

#### **M.3.1 Verification of an Adequate Accounting System**

The documentation will be evaluated and will receive a rating of either go or no-go. A rating of no-go will result in the offeror being eliminated from the competition.

#### **M.3.2 GSA SF 1407 (REV 1/2014)**

This form will be evaluated and will receive a rating of either go or no-go. A rating of no-go will result in the offeror being eliminated from the competition.

### **M.3.3 Small Business Subcontracting Plan (OTSB and ELB offerors only)**

The documentation will receive a rating of either go or no-go. A rating of no-go will result in the offeror being eliminated from the competition. The subcontracting plan must clearly show the offeror will meet the small business subcontracting goals cited in L.5.3.3. If the documentation does not indicate the offeror will meet these goals, the offeror will receive a rating of no-go.

### **M.3.4 Volume II Section 2 – Representations and Certifications**

(If a No/Go rating is received for any the following, the offeror will be removed from the competition)

#### **M.3.4.1 FAR 52.204-8 Annual Representations and Certifications**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.3 FAR 52.209-7 Information Regarding Responsibility Matters**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.4 FAR 52.209-13 Violation of Arms Control Treaties or Agreements – Certification**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.5 FAR 52.219-1 Small Business Program Representations**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.6 FAR 52.225-18 Place of Manufacture**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.7 FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation.**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

### **M.3.4.8 FAR 52.230-1 Cost Accounting Standards Notices and Certification**

Only OTSB and ELB offerors need to fill out this certification.

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

### **M.3.4.9 FAR 52.230-7 Proposal Disclosure – Cost Accounting Practice Changes**

Only OTSB and ELB offerors need to fill out this certification.

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

## **M.4 Phase 3 Evaluation**

During phase 3, the government will evaluate the offeror’s written proposal against the following factors and subfactors.

**Table 12 – Factors and Subfactors**

<b>Factor 1 – Health IT Capability</b>
<b>Factor 2 – Management Approach</b>
Subfactor 1 – Program Management
Subfactor 2 – Resources
Subfactor 3 – Corporate Commitment
<b>Factor 3 – Past Performance</b>
<b>Factor 4 – Price</b>

The government will use the following table to assign ratings to each subfactor, factor, and then the overall written proposal.

Each subfactor within a factor will receive one of the ratings below. An overarching rating based on those subfactors will then be assigned to their parent factors. When all factors have received their ratings, one single rating will then be assigned to the offeror’s proposal.

An adjectival rating will not be assigned for price. See M.4.5 for how price will be evaluated.

**Table 13 – Ratings**

<b>Rating</b>	<b>Factors 1 and 2: Health IT Capability and Management Approach</b>	<b>Factor 3: Past Performance</b>
<b>Outstanding</b>	Written proposal indicates an exceptional approach and understanding of the requirements. Proposal contains at least a significant strength; some or no strengths; and no weaknesses. Risk of unsuccessful performance is very low.	Past performance met contractual requirements and exceeded many to the government / owner's benefit. The contractual performance of the element or sub-element being assessed may have been accomplished with few or no minor problems for which corrective actions taken by the contractor was highly effective
<b>Good</b>	Written proposal indicates a thorough approach and understanding of the requirements. No significant weaknesses are present, and strengths outweigh any weaknesses. Risk of unsuccessful performance is low.	Past performance met contractual requirements and exceeded some to the government's / owner's benefit. The contractual performance of the element or sub-element being assessed may have been accomplished with some minor problems for which corrective actions taken by the contractor were effective.
<b>Acceptable</b>	Written proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting. Risk of unsuccessful performance is no worse than moderate.	Past performance met minimum contractual requirements. The contractual performance of the element or sub-element may have contained some minor problems for which corrective actions taken by the contractor was satisfactory.
<b>Marginal</b>	Written proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. Written proposal has one or more weaknesses or significant weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.	Past performance did not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflected a serious problem for which the contractor did not identify corrective actions. If the contractor proposed corrective actions, they were only marginally effective or were not fully implemented.
<b>Unacceptable</b>	Written proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.	Past performance did not meet most contractual requirements and recovery did occur in a timely manner. The contractual performance of the element or sub-element contained serious problem(s) for which the contractor's corrective actions were ineffective.

Rating	Factors 1 and 2: Health IT Capability and Management Approach	Factor 3: Past Performance
Neutral	N/A	No favorable or unfavorable rating can be assigned.

Within each factor, all subfactors are of equal importance.

The following is the order of importance of each factor: Health IT capability is more important than management approach. Management approach is more important than price. Price is more important than past performance.

Health IT Capability > Management Approach > Price > Past Performance

#### **M.4.1 Factor 1 – Health IT**

The government will evaluate the offeror’s Health IT with the goal of assessing the probability of successful contract performance.

Within the context of C.2.1 and L.5.5, the government will evaluate the offeror’s experience with designing, developing, creating, using, and maintaining information systems for organizations that operate within the healthcare industry.

#### **M.4.2 Factor 2 – Management Approach**

The government will assess the offeror’s capability to perform task orders under the contract by evaluating their resources, program management, and corporate commitment.

##### **M.4.2.1 Factor 2 Subfactor 1: Program Management.**

Within the context of L.5.6.1, the government will evaluate the effectiveness of the following:

- Offeror’s plan that describes their approach for managing the CIO-SP4 contract and task orders they may be awarded.
- The offeror’s methodology for selecting, monitoring, and managing subcontractors.

##### **M.4.2.2 Factor 2 Subfactor 2: Resources**

Within the context of L.5.6.2, the government will evaluate the effectiveness of the following:

- The offeror’s strategy to recruit, train and retain their IT workforce.
- The offeror’s strategy to handle surges in workload in response to contingency / disaster and recovery situations.

### **M.4.2.3 Factor 2 Subfactor 3 – Corporate Commitment**

Within the context of L.5.6.3, the government will evaluate the effectiveness of the following:

- The offeror's strategy for marketing CIO-SP4 to other federal agencies
- The offeror's strategy for pursuing technological innovations.
- The offeror's processes for managing task order proposals and task order administration.

### **M.4.3 Factor 3 – Past Performance**

The government will evaluate each past performance questionnaire / finalized CPARS records, and respective past performance narrative against the ratings identified in the past performance column of table 13 in M.4.

The government may use data obtained from sources other than the past performance questionnaires to arrive at a past performance rating. These sources include (but are not limited to) CPARS, FAPIIS, SAM, other government information systems, and any other legitimate sources of information.

After assigning a rating to each past performance example questionnaire / past performance narrative pair and reviewing data from other sources, an overall rating for factor 3 will be assigned using the ratings from the past performance column in table 13.

The government will consider and evaluate the past performance experience of members of the offeror's 9.601(1) CTA (if applicable), subcontractors of the prime's 9.601(2) CTA, members of the offeror's JV (if applicable), and all members of the offeror's mentor- protégé arrangement (if applicable).

Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful assessment can be reasonably assigned, the offeror will be assigned a neutral rating. This rating is neither favorable nor unfavorable.

### **M.4.4 Factor 4 – Price Evaluation**

The government will evaluate the labor rates for each labor category in years 1 – 10 in B.1 by comparing the offeror's proposed prices to the proposed prices of all other offerors, and against the Independent Government Cost Estimate.

The government will calculate the average of each labor category from the labor rates proposed by all offerors. Next, the offeror's labor rates will be compared against that average. Labor rates that are significantly higher or lower than the average may be rejected as being too high or too low.

The government also reserves the right to use any of the other price analysis techniques stated in FAR 15.404-1(b)(2) to evaluate the proposed labor rates.

## **M.5 Responsibility Determination**

The government cannot award to an offeror who is not responsible. In accordance with FAR 9.104-1, to be determined responsible, the offeror must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record (see 9.104-3 (b) and subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;
- (d) Have a satisfactory record of integrity and business ethics (for example, see subpart 42.15);
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3(a).)
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108).

The government will use all information submitted in the offeror's proposal as well as any other information the government obtains from its information system and other legitimate sources of information to arrive at this determination.

The government will refer to the SBA for a certificate of competency for those small businesses who are determined as not responsible.

## **M.6 Evaluation Support**

This source selection may employ technical and management consultants / advisors from the below listed organizations to review limited portions of the technical, management, past performance, and price proposals.

- Seventh Sense Consulting LLC.,
- IM Solutions Inc., and
- Allmond & Co, LLC.

These representatives will only be used to advise on specific technical, management, and price matters and will not be used as voting evaluators. However, the government may

consider the advice provided in its evaluation process. If so utilized, personnel from these organizations will be required to execute a non-disclosure statement. Any member of the Program Management Office may serve as an advisor to the source selection process with respect to the program strategy, vision, requirements and goals.

# **Exhibit 2**



National Institutes of Health  
Information Technology Acquisition and Assessment Center  
6011 Executive Boulevard, Suite 501  
Rockville, Maryland 20852

June 24, 2021

TO: PROSPECTIVE OFFERORS

SUBJECT: Chief Information Officer – Solutions and Partners 4 (CIO-SP4)  
Request for Proposal (RFP) 75N98121R00001 Amendment 0004

This amendment addresses the concerns pertaining to Contractor Team Arrangements (CTA). As previously stated, it is not NITAACs intent to remove the ability of offerors to utilize first tier subcontractors that are part of a CTA as defined in FAR 9.601. This amendment removes language in section L.3.7, L.5.2, M.1.1, and M.4.3. that may impede an offeror from utilizing first tier subcontractors. This amendment also removes minor errors from section J.3 Past Performance Questionnaire and J.5 Self Scoring Sheet. The requirement to be listed on the Interested Vendors List (IVL) has also been removed. Offerors are now asked to register at <https://nih.force.com/CIO-SP4/s/>.

Registration must occur 24 hours before the due date of proposals which is 2:00 pm Eastern Standard Time July 08, 2021

The changes referenced in the paragraph above should not be considered a complete list. Offerors are encouraged to carefully review amendment 0004 and the associated documents in their entirety.

Thank you for your support of NITAAC. We look forward to receiving your proposal.



**National Institutes of Health  
Acquisition and Assessment  
Center (NITAAC)**

**Chief Information Officer –  
Solutions and Partners (CIO-SP4)**

**REQUEST FOR PROPOSAL (RFP)**

**75N98121R00001  
Amendment 0004**

**June 24, 2021**



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**Table 1 – List of Acronyms**

<b>Acronym</b>	<b>Definition</b>
API	Application Program Interface
CAS	Cost Accounting Standard
CCR	Central Contractor Registration
CFR	Code of Federal Regulations
CIO	Chief Information Officer
CIO-SP3	Chief Information Officer – Solutions and Partners 3
CIO-SP4	Chief Information Officer – Solutions and Partners 4
CLIN	Contract Line Item Number
CMMC	Cybersecurity Maturity Model Certification
MMI	Capability Maturity Model Integration
CO	Contracting Officer
CONUS	Contiguous United States
COR	Contracting Officer’s Representative
COTR	Contracting Officer’s Technical Representative (also known as COR = Contracting Officer’s Representative)
CPAF	Cost-Plus-Award-Fee
CPAR	Contractor Performance Assessment Report
CPFF	Cost-Plus-Fixed-Fee
CPIF	Cost-Plus-Incentive-Fee
CR	Cost-Reimbursement
CTA	Contractor Team Arrangement
DBA	Defense Base Act
DBMS	Data Base Management System
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DD	Prefix to Department of Defense Forms
DOD	Department of Defense
DSSR	Department of State Standardized Regulations
DUNS	Data Universal Numbering System
e-GOS	Electronic Government Ordering System
EFT	Electronic Funds Transfer

<b>Acronym</b>	<b>Definition</b>
ELB	Emerging Large Business
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FEA	Federal Enterprise Architecture
FFP	Firm-Fixed-Price
FIPS	Federal Information Processing Standards Publication
FISMA	Federal Information Security Management Act
FOI	Freedom of Information
GAO	Government Accountability Office
GFE	Government-Furnished Equipment
GFI	Government-Furnished Information
GIS	Geographic Information System
GWAC	Government-wide Acquisition Contract
HHS	Department of Health and Human Services
HHSAR	HHS Acquisition Regulation
HSPD	Homeland Security Presidential Directive
HTML	Hyper Text Markup Language
HUBZone	Historically Underutilized Business Zones
IA	Information Assurance
IBR	Integrated Baseline Review
ICs	Institutes and Centers (of the NIH)
ID/IQ	Indefinite Delivery/Indefinite Quantity
IEEE	Institute of Electrical and Electronic Engineers
IG	Inspector General
ISO	International Organization for Standardization
ISSO	Information Systems Security Officer
IT	Information Technology
IT-SC&A	Information Technology Security Certification and Accreditation
IT-RA	Information Technology Risk Assessment
IT-SP	Information Technology Security Plan
KMIT	Knowledge Management
LAN	Local-Area Network
MAN	Metropolitan-Area Network
MLS	Multilevel Security
MS	Microsoft
NAICS	North American Industry Classification System
NCAF	NIH Contract Access Fee
NIH	National Institutes of Health

<b>Acronym</b>	<b>Definition</b>
NIST	National Institutes of Standards and Technology
NITAAC	NIH Information Technology Acquisition and Assessment
OCO	Ordering Contracting Officer
OCONU	Outside of the Contiguous United States
ODC	Other Direct Cost
OFCCP	Office of Federal Contract Compliance Programs
O&M	Operations and Maintenance
OMB	Office of Management and Budget
OSE	Open Systems Environment
OSI	Open Systems Interconnection
PC	Personal Computer
PCO	Procuring Contracting Officer
PRM	Performance Reference Model
RFQ	Request for Quote
RFP	Request for Proposal
SAM	System for Award Management
SBA	Small Business Administration
SDB	Small Disadvantaged Business
SDVOSB	Service-Disabled Veteran-Owned Small Business
SF	Standard Form
SNMP	Simple Network Management Protocol
SOW	Statement of Work
TCP	Transport Control Protocol
T&M	Time-and-Materials
TO	Task Order
TOR	Task Order Request
VOSB	Veteran-Owned Small Business
WAN	Wide-Area Network
WOSB	Woman-Owned Small Business

## **PART I – THE SCHEDULE**

The information set forth in Section A – Solicitation / Contract Form contains important information for any offeror interested in responding to this solicitation. Any contract resulting from this solicitation will include accounting, appropriation and general information applicable to the contract award in its Section A – Solicitation/Contract Form.

Sections B through H contain information pertinent to this solicitation and any subsequent contract award. It is not an exact representation of the contract document that will be awarded. The cost, price, clauses, and provisions pertinent to the offeror will be included in the resultant contract.

### **SECTION A: SOLICITATION/CONTRACT FORM**

See Standard Form (SF) 33 attached.

#### **A.1 General**

The CIO-SP4 Government Wide Acquisition Contract (GWAC) is intended to provide information technology (IT) solutions and services as defined in FAR 2.101(b), clarified in the Clinger-Cohen Act of 1996, and as amended further refined in Federal IT Acquisition Reform Act of 2014.

The IT solutions and services covered in this contract include those related to health, biomedical, scientific, administrative, operational, managerial, and information systems requirements. The contract also includes general IT services because medical systems are increasingly integrated within a broader IT architecture. This broader IT architecture may require sound infrastructure systems approaches to their implementation and operation.

The goals of this contract are to provide government agencies a mechanism for quick ordering of IT solutions and services at fair and reasonable prices, to give qualified small businesses a greater opportunity to participate in these requirements, and give government agencies a mechanism to help meet their socio-economic contracting goals.

#### **A.2 Authority**

The Office of Management and Budget (OMB) has designated the National Institutes of Health (NIH) as an executive agent for GWACs 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. Through this GWAC, federal government agencies can award task orders to acquire IT services.

#### **A.3 Task Orders Awarded Against the GWAC**

Any warranted federal government contracting officer, in good standing with the appropriate contracting authority, is authorized to award task orders under this contract. For purposes of

this contract, these individuals are referred to as OCOs. Task orders may be multi-year, multiple year, or include options as defined in FAR Part 17.

To help ensure the ability to provide hardware/software without limitation, CIO-SP4 is considered 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 OCO. Any hardware/software included must be considered critical and related to the services being acquired under the task order.

The Procuring Contract Officer (PCO) reserves the right to review individual task orders to determine if this clause is being applied appropriately.

### **A.3.1 Department of Defense Task Orders**

Department of Defense (DoD) task orders may be subject to additional requirements. For example, contractors may be required to obtain DoD's Cybersecurity Maturity Model Certification (CMMC). Additionally, the Department of Health and Human Services is not certified to perform DoD work pursuant to FAR 17.703 for Fiscal Year 2021. Therefore, DoD agencies must get waivers pursuant to FAR 17.703(e) on a case-by-case basis prior to using this GWAC to compete task orders.

### **A.3.2 Department of Health Human Services Task Orders**

*For HHS Task Order Contracting Officers only:* Every task order requirement below the threshold of \$1.3 Million, is required to be automatically and exclusively set-aside for small businesses. There must be at least two or more (Rule of Two) responsible small business concerns that are competitive in terms of market prices, quality, and delivery for an automatic set-aside to occur.

## **SECTION B: SUPPLIES/SERVICES AND PRICES/COST**

### **B.1 Prices**

This is an indefinite quantity contract as described in FAR 16.504.

1. The prices set forth in this section will cover the entire period of performance of this contract.
2. The government will issue task orders based on the work described in Section C of this contract and the schedules set forth in tables 2 and 3 located in B.4.
3. Tables 2 and 3 contain on-site and off-site hourly labor rates for each year of the contract for work to be performed within the Continental United States (CONUS). These price schedules can be used on firm fixed price, time and materials, and labor hour task orders. They apply to both commercial and non-commercial task orders. These hourly rates are ceiling prices. Contractors may, at their discretion, elect to propose lower hourly rates when responding to a task order request.
4. OCOs are allowed to negotiate loaded hourly labor rates suited to meet their specific task order requirements when factors such as complexity of work, geographic locations, and security clearances deem it necessary. Contractors shall explain in their task order responses any loaded hourly labor rates that exceed the rates in tables 2 and 3, or any newly proposed labor categories. The OCO will determine the reasonableness of the pricing at that time. 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 in accordance with the contractor's cost accounting system, as well as any other supporting information the OCO deems necessary. The OCO, at their discretion may seek discounted loaded rates when soliciting task order proposals from GWAC Contract Holders.
5. For cost reimbursement task orders, the contractor shall provide the OCO complete supporting information identifying all applicable direct and indirect costs in performance of the task order. Contractors with government-approved rates shall 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 cost plus award fee (CPAF) or cost-plus incentive fee (CPIF), the fixed portion of fee and the award or incentive portion will be clearly differentiated.

#### **B.1.1 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 agreed upon during the contract period of performance. If necessary, rates may be renegotiated with contractors. Renegotiation of rates cannot occur more than once every two years.

## **B.2 Unique Professional Skills – Task Order Level**

The labor categories referenced in B.4, 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 range 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.

Certain unique labor categories, as well as consultants, that are not defined in the labor categories referenced in J.1, may be required under specific task orders. 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 of the labor categories set forth in J.1. A contractor may propose a new or different skill level category at the task order level providing detailed justification for the new / different skill level category. The OCO will determine whether circumstances warrant the use of unique professional skills.

## **B.3 Work Outside of the Continental United States (OCONUS)**

Task orders may be awarded for work outside the United States. OCONUS (outside contiguous United States) is defined as a location other than the 48 continental 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, (<https://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, contractors 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 may reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with FAR Part 31.

## **B.4 Labor Rates**

The contractor shall make their labor rates available to NITAAC to be posted on the NITAAC website within 30 days after contract award consistent with the format shown below. The descriptions of each of these labor categories are located in J.1.

**Table 2 – Contractor Site Loaded Labor Rates**

Notes: The following rates do not include the NIH contract access fee (NCAF). Pricing for task order options exceeding the period of performance of the GWAC will be agreed

upon at the task order level but will not exceed the escalation rates published in the then current Bureau of Labor Statistics Employment Cost Index.

Key: Level I is the most junior of any one labor category.  
Level II and III are sequentially more senior.

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 AA01	Administrative Assistant – Level I	HR												
0001 AA02	Administrative Assistant – Level II	HR												
0001 AA03	Administrative Assistant – Level III	HR												
0001 AB01	Artificial Intelligence Analyst – Level I	HR												
0001 AB02	Artificial Intelligence Analyst – Level II	HR												
0001 AB03	Artificial Intelligence Analyst – Level III	HR												
0001 AC01	Artificial Intelligence Engineer – Level I	HR												
0001 AC02	Artificial Intelligence Engineer – Level II	HR												
0001 AC03	Artificial Intelligence Engineer – Level III	HR												
0001 AD01	Artificial Intelligence Programmer – Level I	HR												
0001 AD02	Artificial Intelligence Programmer – Level II	HR												
0001 AD03	Artificial Intelligence Programmer – Level III	HR												
0001 AE01	Application Engineer – Level I	HR												
0001 AE02	Application Engineer – Level II	HR												
0001 AE03	Application Engineer – Level III	HR												
0001 AF01	Application Programmer – Level I	HR												
0001 AF02	Application Programmer – Level II	HR												
0001 AF03	Applications Programmer – Level III	HR												
0001 AG01	Application Systems Analyst – Level I	HR												
0001 AG02	Application Systems Analyst – Level II	HR												
0001 AG03	Application Systems Analyst – Level III	HR												
0001 AH01	Automation Engineer – Level I	HR												
0001 AH02	Automation Engineer – Level II	HR												
0001 AH03	Automation Engineer – Level III	HR												
0001 AJ01	Biostatistician – Level I	HR												
0001 AJ02	Biostatistician – Level II	HR												
0001 AJ03	Biostatistician – Level III	HR												
0001 AK01	Business Analyst – Level I	HR												
0001 AK02	Business Analyst – Level II	HR												
0001 AK03	Business Analyst – Level III	HR												
0001 AL01	Business Process Reengineering Specialist – Level I	HR												
0001 AL02	Business Process Reengineering Specialist – Level II	HR												
0001 AL03	Business Process Reengineering Specialist – Level III	HR												
0001 AM01	Chief Information Security Officer	HR												
0001 AM02	Chief Information Security Officer – Deputy	HR												
0001 AN01	Cloud Architect – Level I	HR												
0001 AN02	Cloud Architect – Level II	HR												
0001 AN03	Cloud Architect – Level III	HR												
0001 AP01	Cloud Engineer – Level I	HR												
0001 AP02	Cloud Engineer – Level II	HR												
0001 AP03	Cloud Engineer – Level III	HR												
0001 APQ1	Cloud Migration Specialist – Level I	HR												
0001 AQ02	Cloud Migration Specialist – Level II	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 AQ03	Cloud Migration Specialist – Level III	HR												
0001 APR1	Communications Specialist – Level I	HR												
0001 AR02	Communications Specialist – Level II	HR												
0001 AR03	Communications Specialist – Level III	HR												
0001 AS01	Computer Scientist – Level I	HR												
0001 AS02	Computer Scientist – Level II	HR												
0001 AS03	Computer Scientist – Level III	HR												
0001 AT01	Computer Systems Analyst – Level I	HR												
0001 AT02	Computer Systems Analyst – Level II	HR												
0001 AT03	Computer Systems Analyst – Level III	HR												
0001 AU01	Configuration Management Specialist – Level I	HR												
0001 AU02	Configuration Management Specialist – Level II	HR												
0001 AU03	Configuration Management Specialist – Level III	HR												
0001 AV01	Consultant – Level I	HR												
0001 AV02	Consultant – Level II	HR												
0001 AV03	Consultant – Level III	HR												
0001 AW01	Cost Analyst – Level I	HR												
0001 AW02	Cost Analyst – Level II	HR												
0001 AW03	Cost Analyst – Level III	HR												
0001 AX01	Cyber Security Specialist – Level I	HR												
0001 AX02	Cyber Security Specialist – Level II	HR												
0001 AX03	Cyber Security Specialist – Level III	HR												
0001 AY01	Data Entry Clerk – Level I	HR												
0001 AY02	Data Entry Clerk – Level II	HR												
0001 AY03	Data Entry Clerk – Level III	HR												
0001 AZ01	Data Scientist – Level I	HR												
0001 AZ02	Data Scientist – Level II	HR												
0001 AZ03	Data Scientist – Level III	HR												
0001 BA01	Data Security Specialist – Level I	HR												
0001 BA02	Data Security Specialist – Level II	HR												
0001 BA03	Data Security Specialist – Level III	HR												
0001 BB01	Data Standardization Specialist – Level I	HR												
0001 BB02	Data Standardization Specialist – Level II	HR												
0001 BB03	Data Standardization Specialist – Level III	HR												
0001 BC01	Database Administrator – Level I	HR												
0001 BC02	Database Administrator – Level II	HR												
0001 BC03	Database Administrator – Level III	HR												
0001 BD01	Database Management Specialist – Level I	HR												
0001 BD02	Database Management Specialist – Level II	HR												
0001 BD03	Database Management Specialist – Level III	HR												
0001 BE01	Database Specialist – Level I	HR												
0001 BE02	Database Specialist – Level II	HR												
0001 BE03	Database Specialist – Level III	HR												
0001 BF01	Data Warehousing Administrator – Level I	HR												
0001 BF02	Data Warehousing Administrator – Level II	HR												
0001 BF03	Data Warehousing Administrator – Level III	HR												
0001 BG01	Data Warehouse Analyst – Level I	HR												
0001 BG02	Data Warehouse Analyst – Level II	HR												
0001 BG03	Data Warehouse Analyst – Level III	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 BH01	Data Warehouse Programmer – Level I	HR												
0001 BH02	Data Warehouse Programmer – Level II	HR												
0001 BH03	Data Warehouse Programmer – Level III	HR												
0001 BJ01	Desktop Support Specialist – Level I	HR												
0001 BJ02	Desktop Support Specialist – Level II	HR												
0001 BJ03	Desktop Support Specialist – Level III	HR												
0001 BK01	Digital Media Specialist/Technician – Level I	HR												
0001 BK02	Digital Media Specialist/Technician – Level II	HR												
0001 BK03	Digital Media Specialist/Technician – Level III	HR												
0001 BL01	Disaster Recovery Specialist – Level I	HR												
0001 BL02	Disaster Recovery Specialist – Level II	HR												
0001 BL03	Disaster Recovery Specialist – Level III	HR												
0001 BM01	Document Support Specialist – Level I	HR												
0001 BM02	Document Support Specialist – Level II	HR												
0001 BM03	Document Support Specialist – Level III	HR												
0001 BN01	Enterprise Resource Planning (ERP) Specialist – Level I	HR												
0001 BN02	Enterprise Resource Planning (ERP) Specialist – Level II	HR												
0001 BN03	Enterprise Resource Planning (ERP) Specialist – Level III	HR												
0001 BP01	Facilitator – Level I	HR												
0001 BP02	Facilitator – Level II	HR												
0001 BP03	Facilitator – Level III	HR												
0001 BPQ1	Financial Analyst – IT – Level I	HR												
0001 BQ02	Financial Analyst – IT – Level II	HR												
0001 BQ03	Financial Analyst – IT – Level III	HR												
0001 BPR1	Functional Analyst – Level I	HR												
0001 BR02	Functional Analyst – Level II	HR												
0001 BR03	Functional Analyst – Level III	HR												
0001 BS01	Geographic Information System (GIS) Specialist – Level I	HR												
0001 BS02	Geographic Information System (GIS) Specialist – Level II	HR												
0001 BS03	Geographic Information System (GIS) Specialist – Level III	HR												
0001 BT01	Graphical User Interface Designer – Level I	HR												
0001 BT02	Graphical User Interface Designer – Level II	HR												
0001 BT03	Graphical User Interface Designer – Level III	HR												
0001 BU01	Graphics Specialist – Level I	HR												
0001 BU02	Graphics Specialist – Level II	HR												
0001 BU03	Graphics Specialist – Level III	HR												
0001 BV01	Governance Specialist – Level I	HR												
0001 BV02	Governance Specialist – Level II	HR												
0001 BV03	Governance Specialist – Level III	HR												
0001 BW01	Hardware Installation Technician – Level I	HR												
0001 BW02	Hardware Installation Technician – Level II	HR												
0001 BW03	Hardware Installation Technician – Level III	HR												
0001 BX01	Help Desk Manager	HR												
0001 BX02	Help Desk Manager – Deputy	HR												
0001 BY01	Help Desk Specialist – Level I	HR												
0001 BY02	Help Desk Specialist – Level II	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 BY03	Help Desk Specialist – Level III	HR												
0001 BZ01	Information Engineer – Level I	HR												
0001 BZ02	Information Engineer – Level II	HR												
0001 BZ03	Information Engineer – Level III	HR												
0001 CA01	Information Security Analyst – Level I	HR												
0001 CA02	Information Security Analyst – Level II	HR												
0001 CA03	Information Security Analyst – Level III	HR												
0001 CB01	IT Policy/Legislative Specialist – Level I	HR												
0001 CB02	IT Policy/Legislative Specialist – Level II	HR												
0001 CB03	IT Policy/Legislative Specialist – Level III	HR												
0001 CC01	Strategic/Capital Planner – Level I	HR												
0001 CC02	Strategic/Capital Planner – Level II	HR												
0001 CC03	Strategic/Capital Planner – Level III	HR												
0001 CD01	Knowledge Management Specialist – Level I	HR												
0001 CD02	Knowledge Management Specialist – Level II	HR												
0001 CD03	Knowledge Management Specialist – Level III	HR												
0001 CE01	Medical Billing/Account Management Specialist – Level I	HR												
0001 CE02	Medical Billing/Account Management Specialist – Level II	HR												
0001 CE03	Medical Billing/Account Management Specialist – Level III	HR												
0001 CF01	Modeling and Simulation Specialist – Level I	HR												
0001 CF02	Modeling and Simulation Specialist – Level II	HR												
0001 CF03	Modeling and Simulation Specialist – Level III	HR												
0001 CG01	Network Administrator – Level I	HR												
0001 CG02	Network Administrator – Level II	HR												
0001 CG03	Network Administrator – Level III	HR												
0001 CH01	IT Support Technician – Level I	HR												
0001 CH02	IT Support Technician – Level II	HR												
0001 CH03	IT Support Technician – Level III	HR												
0001 CJ01	Operations Manager	HR												
0001 CJ02	Operations Manager – Deputy	HR												
0001 CK01	Acquisition/Procurement Specialist – Level I	HR												
0001 CK02	Acquisition/Procurement Specialist – Level II	HR												
0001 CK03	Acquisition/Procurement Specialist – Level III	HR												
0001 CL01	Program Analyst – Level I	HR												
0001 CL02	Program Analyst – Level II	HR												
0001 CL03	Program Analyst – Level III	HR												
0001 CM01	Program Manager – Level I	HR												
0001 CM02	Program Manager – Level II	HR												
0001 CM03	Program Manager – Level III	HR												
0001 CN01	Project Leader – Level I	HR												
0001 CN02	Project Leader – Level II	HR												
0001 CN03	Project Leader – Level III	HR												
0001 CP01	Project Manager – Level I	HR												
0001 CP02	Project Manager – Level II	HR												
0001 CP03	Project Manager – Level III	HR												
0001 CPQ1	Public Health Analyst – Level I	HR												
0001 CQ02	Public Health Analyst – Level II	HR												
0001 CQ03	Public Health Analyst – Level III	HR												
0001 CPR1	Public Relations Specialist – Level I	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 CR02	Public Relations Specialist – Level II	HR												
0001 CR03	Public Relations Specialist – Level III	HR												
0001 CS01	Quality Assurance Analyst – Level I	HR												
0001 CS02	Quality Assurance Analyst – Level II	HR												
0001 CS03	Quality Assurance Analyst – Level III	HR												
0001 CT01	Quality Assurance Manager	HR												
0001 CT02	Quality Assurance Manager – Deputy	HR												
0001 CU01	Quality Assurance Engineer – Level I	HR												
0001 CU02	Quality Assurance Engineer – Level II	HR												
0001 CU03	Quality Assurance Engineer – Level III	HR												
0001 CV01	Quality Assurance Specialist – Level I	HR												
0001 CV02	Quality Assurance Specialist – Level II	HR												
0001 CV03	Quality Assurance Specialist Level III	HR												
0001 CW01	Quality Assurance Tester – Level I	HR												
0001 CW02	Quality Assurance Tester – Level II	HR												
0001 CW03	Quality Assurance Tester – Level III	HR												
0001 CX01	Release Manager	HR												
0001 CX02	Release Manager – Deputy	HR												
0001 CY01	Release Management Analyst – Level I	HR												
0001 CY02	Release Management Analyst – Level II	HR												
0001 CY03	Release Management Analyst – Level III	HR												
0001 CZ01	Risk Management Analyst – Level I	HR												
0001 CZ02	Risk Management Analyst – Level II	HR												
0001 CZ03	Risk Management Analyst – Level III	HR												
0001 DA01	Robotic Process Engineer – Level I	HR												
0001 DA02	Robotic Process Engineer – Level II	HR												
0001 DA03	Robotic Process Engineer – Level III	HR												
0001 DB01	Scientific Data Analyst – Level I	HR												
0001 DB02	Scientific Data Analyst – Level II	HR												
0001 DB03	Scientific Data Analyst – Level III	HR												
0001 DC01	SCRUM Master – Level I	HR												
0001 DC02	SCRUM Master – Level II	HR												
0001 DC03	SCRUM Master – Level III	HR												
0001 DD01	Subject Matter Expert – Level I	HR												
0001 DD02	Subject Matter Expert – Level II	HR												
0001 DD03	Subject Matter Expert – Level III	HR												
0001 DE01	Supply Chain Risk Management – Level I	HR												
0001 DE02	Supply Chain Risk Management – Level II	HR												
0001 DE03	Supply Chain Risk Management – Level III	HR												
0001 DF01	System Administrator – Level I	HR												
0001 DF02	System Administrator – Level II	HR												
0001 DF03	System Administrator – Level III	HR												
0001 DG01	Systems Architect – Level I	HR												
0001 DG02	Systems Architect – Level II	HR												
0001 DG03	Systems Architect – Level III	HR												
0001 DH01	Systems Engineer – Level I	HR												
0001 DH02	Systems Engineer – Level II	HR												
0001 DH03	Systems Engineer – Level III	HR												
0001 DJ01	System Programmer – Level I	HR												
0001 DJ02	System Programmer – Level II	HR												
0001 DJ03	System Programmer – Level III	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 DK01	Technical Writer/Editor – Level I	HR												
0001 DK02	Technical Writer/Editor – Level II	HR												
0001 DK03	Technical Writer/Editor – Level III	HR												
0001 DL01	Telecommunications Engineer – Level I	HR												
0001 DL02	Telecommunications Engineer – Level II	HR												
0001 DL03	Telecommunications Engineer – Level III	HR												
0001 DM01	Telecommunications Specialist – Level I	HR												
0001 DM02	Telecommunications Specialist – Level II	HR												
0001 DM03	Telecommunications Specialist – Level III	HR												
0001 DN01	Test Engineer – Level I	HR												
0001 DN02	Test Engineer – Level II	HR												
0001 DN03	Test Engineer – Level III	HR												
0001 DP01	Training Specialist – Level I	HR												
0001 DP02	Training Specialist – Level II	HR												
0001 DP03	Training Specialist – Level III	HR												
0001 DPQ1	User Experience Specialist – Level I	HR												
0001 DQ02	User Experience Specialist – Level II	HR												
0001 DQ03	User Experience Specialist – Level III	HR												
0001 DPR1	Video Specialist – Level I	HR												
0001 DR02	Video Specialist – Level II	HR												
0001 DR03	Video Specialist – Level III	HR												
0001 DS01	Web Content Administrator – Level I	HR												
0001 DS02	Web Content Administrator – Level II	HR												
0001 DS03	Web Content Administrator – Level III	HR												
0001 DT01	Web Designer – Level I	HR												
0001 DT02	Web Designer – Level II	HR												
0001 DT03	Web Designer – Level III	HR												
0001 DU01	Web Software Developer – Level I	HR												
0001 DU02	Web Software Developer – Level II	HR												
0001 DU03	Web Software Developer – Level III	HR												
0001 DV01	Webmaster – Level I	HR												
0001 DV02	Webmaster – Level II	HR												
0001 DV03	Webmaster – Level III	HR												
0001 DW01	Wide Area Network Administrator – Level I	HR												
0001 DW02	Wide Area Network Administrator – Level II	HR												
0001 DW03	Wide Area Network Administrator – Level III	HR												

**Table 3 – Government Site Loaded Labor Rates**

Notes: The following rates do not include the NCAF. Pricing for task order options exceeding the period of performance of the GWAC will be agreed upon at the task order level but will not exceed the escalation rates published in the then current Bureau of Labor Statistics Employment Cost Index.

Key: Level I is the most junior of any one labor category  
Level II and III are sequentially more senior

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 AA01	Administrative Assistant – Level I	HR												
0001 AA02	Administrative Assistant – Level II	HR												
0001 AA03	Administrative Assistant – Level III	HR												
0001 AB01	Artificial Intelligence Analyst – Level I	HR												
0001 AB02	Artificial Intelligence Analyst – Level II	HR												
0001 AB03	Artificial Intelligence Analyst – Level III	HR												
0001 AC01	Artificial Intelligence Engineer – Level I	HR												
0001 AC02	Artificial Intelligence Engineer – Level II	HR												
0001 AC03	Artificial Intelligence Engineer – Level III	HR												
0001 AD01	Artificial Intelligence Programmer – Level I	HR												
0001 AD02	Artificial Intelligence Programmer – Level II	HR												
0001 AD03	Artificial Intelligence Programmer – Level III	HR												
0001 AE01	Application Engineer – Level I	HR												
0001 AE02	Application Engineer – Level II	HR												
0001 AE03	Application Engineer – Level III	HR												
0001 AF01	Application Programmer – Level I	HR												
0001 AF02	Application Programmer – Level II	HR												
0001 AF03	Applications Programmer – Level III	HR												
0001 AG01	Application Systems Analyst – Level I	HR												
0001 AG02	Application Systems Analyst – Level II	HR												
0001 AG03	Application Systems Analyst – Level III	HR												
0001 AH01	Automation Engineer – Level I	HR												
0001 AH02	Automation Engineer – Level II	HR												
0001 AH03	Automation Engineer – Level III	HR												
0001 AJ01	Biostatistician – Level I	HR												
0001 AJ02	Biostatistician – Level II	HR												
0001 AJ03	Biostatistician – Level III	HR												
0001 AK01	Business Analyst – Level I	HR												
0001 AK02	Business Analyst – Level II	HR												
0001 AK03	Business Analyst – Level III	HR												
0001 AL01	Business Process Reengineering Specialist – Level I	HR												
0001 AL02	Business Process Reengineering Specialist – Level II	HR												
0001 AL03	Business Process Reengineering Specialist – Level III	HR												
0001 AM01	Chief Information Security Officer	HR												
0001 AM02	Chief Information Security Officer – Deputy	HR												
0001 AN01	Cloud Architect – Level I	HR												
0001 AN02	Cloud Architect – Level II	HR												
0001 AN03	Cloud Architect – Level III	HR												
0001 AP01	Cloud Engineer – Level I	HR												
0001 AP02	Cloud Engineer – Level II	HR												
0001 AP03	Cloud Engineer – Level III	HR												
0001 APQ1	Cloud Migration Specialist – Level I	HR												
0001 AQ02	Cloud Migration Specialist – Level II	HR												
0001 AQ03	Cloud Migration Specialist – Level III	HR												
0001 APR1	Communications Specialist – Level I	HR												
0001 AR02	Communications Specialist – Level II	HR												
0001 AR03	Communications Specialist – Level III	HR												
0001 AS01	Computer Scientist – Level I	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 AS02	Computer Scientist – Level II	HR												
0001 AS03	Computer Scientist – Level III	HR												
0001 AT01	Computer Systems Analyst – Level I	HR												
0001 AT02	Computer Systems Analyst – Level II	HR												
0001 AT03	Computer Systems Analyst – Level III	HR												
0001 AU01	Configuration Management Specialist – Level I	HR												
0001 AU02	Configuration Management Specialist – Level II	HR												
0001 AU03	Configuration Management Specialist – Level III	HR												
0001 AV01	Consultant – Level I	HR												
0001 AV02	Consultant – Level II	HR												
0001 AV03	Consultant – Level III	HR												
0001 AW01	Cost Analyst – Level I	HR												
0001 AW02	Cost Analyst – Level II	HR												
0001 AW03	Cost Analyst – Level III	HR												
0001 AX01	Cyber Security Specialist – Level I	HR												
0001 AX02	Cyber Security Specialist – Level II	HR												
0001 AX03	Cyber Security Specialist – Level III	HR												
0001 AY01	Data Entry Clerk – Level I	HR												
0001 AY02	Data Entry Clerk – Level II	HR												
0001 AY03	Data Entry Clerk – Level III	HR												
0001 AZ01	Data Scientist – Level I	HR												
0001 AZ02	Data Scientist – Level II	HR												
0001 AZ03	Data Scientist – Level III	HR												
0001 BA01	Data Security Specialist – Level I	HR												
0001 BA02	Data Security Specialist – Level II	HR												
0001 BA03	Data Security Specialist – Level III	HR												
0001 BB01	Data Standardization Specialist – Level I	HR												
0001 BB02	Data Standardization Specialist – Level II	HR												
0001 BB03	Data Standardization Specialist – Level III	HR												
0001 BC01	Database Administrator – Level I	HR												
0001 BC02	Database Administrator – Level II	HR												
0001 BC03	Database Administrator – Level III	HR												
0001 BD01	Database Management Specialist – Level I	HR												
0001 BD02	Database Management Specialist – Level II	HR												
0001 BD03	Database Management Specialist – Level III	HR												
0001 BE01	Database Specialist – Level I	HR												
0001 BE02	Database Specialist – Level II	HR												
0001 BE03	Database Specialist – Level III	HR												
0001 BF01	Data Warehousing Administrator – Level I	HR												
0001 BF02	Data Warehousing Administrator – Level II	HR												
0001 BF03	Data Warehousing Administrator – Level III	HR												
0001 BG01	Data Warehouse Analyst – Level I	HR												
0001 BG02	Data Warehouse Analyst – Level II	HR												
0001 BG03	Data Warehouse Analyst – Level III	HR												
0001 BH01	Data Warehouse Programmer – Level I	HR												
0001 BH02	Data Warehouse Programmer – Level II	HR												
0001 BH03	Data Warehouse Programmer – Level III	HR												
0001 BJ01	Desktop Support Specialist – Level I	HR												
0001 BJ02	Desktop Support Specialist – Level II	HR												
0001 BJ03	Desktop Support Specialist – Level III	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 BK01	Digital Media Specialist/Technician – Level I	HR												
0001 BK02	Digital Media Specialist/Technician – Level II	HR												
0001 BK03	Digital Media Specialist/Technician – Level III	HR												
0001 BL01	Disaster Recovery Specialist – Level I	HR												
0001 BL02	Disaster Recovery Specialist – Level II	HR												
0001 BL03	Disaster Recovery Specialist – Level III	HR												
0001 BM01	Document Support Specialist – Level I	HR												
0001 BM02	Document Support Specialist – Level II	HR												
0001 BM03	Document Support Specialist – Level III	HR												
0001 BN01	Enterprise Resource Planning (ERP) Specialist – Level I	HR												
0001 BN02	Enterprise Resource Planning (ERP) Specialist – Level II	HR												
0001 BN03	Enterprise Resource Planning (ERP) Specialist – Level III	HR												
0001 BP01	Facilitator – Level I	HR												
0001 BP02	Facilitator – Level II	HR												
0001 BP03	Facilitator – Level III	HR												
0001 BPQ1	Financial Analyst – IT – Level I	HR												
0001 BQ02	Financial Analyst – IT – Level II	HR												
0001 BQ03	Financial Analyst – IT – Level III	HR												
0001 BPR1	Functional Analyst – Level I	HR												
0001 BR02	Functional Analyst – Level II	HR												
0001 BR03	Functional Analyst – Level III	HR												
0001 BS01	Geographic Information System (GIS) Specialist – Level I	HR												
0001 BS02	Geographic Information System (GIS) Specialist – Level II	HR												
0001 BS03	Geographic Information System (GIS) Specialist – Level III	HR												
0001 BT01	Graphical User Interface Designer – Level I	HR												
0001 BT02	Graphical User Interface Designer – Level II	HR												
0001 BT03	Graphical User Interface Designer – Level III	HR												
0001 BU01	Graphics Specialist – Level I	HR												
0001 BU02	Graphics Specialist – Level II	HR												
0001 BU03	Graphics Specialist – Level III	HR												
0001 BV01	Governance Specialist – Level I	HR												
0001 BV02	Governance Specialist – Level II	HR												
0001 BV03	Governance Specialist – Level III	HR												
0001 BW01	Hardware Installation Technician – Level I	HR												
0001 BW02	Hardware Installation Technician – Level II	HR												
0001 BW03	Hardware Installation Technician – Level III	HR												
0001 BX01	Help Desk Manager	HR												
0001 BX02	Help Desk Manager – Deputy	HR												
0001 BY01	Help Desk Specialist – Level I	HR												
0001 BY02	Help Desk Specialist – Level II	HR												
0001 BY03	Help Desk Specialist – Level III	HR												
0001 BZ01	Information Engineer – Level I	HR												
0001 BZ02	Information Engineer – Level II	HR												
0001 BZ03	Information Engineer – Level III	HR												
0001 CA01	Information Security Analyst – Level I	HR												
0001 CA02	Information Security Analyst – Level II	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 CA03	Information Security Analyst – Level III	HR												
0001 CB01	IT Policy/Legislative Specialist – Level I	HR												
0001 CB02	IT Policy/Legislative Specialist – Level II	HR												
0001 CB03	IT Policy/Legislative Specialist – Level III	HR												
0001 CC01	Strategic/Capital Planner – Level I	HR												
0001 CC02	Strategic/Capital Planner – Level II	HR												
0001 CC03	Strategic/Capital Planner – Level III	HR												
0001 CD01	Knowledge Management Specialist – Level I	HR												
0001 CD02	Knowledge Management Specialist – Level II	HR												
0001 CD03	Knowledge Management Specialist – Level III	HR												
0001 CE01	Medical Billing/Account Management Specialist – Level I	HR												
0001 CE02	Medical Billing/Account Management Specialist – Level II	HR												
0001 CE03	Medical Billing/Account Management Specialist – Level III	HR												
0001 CF01	Modeling and Simulation Specialist – Level I	HR												
0001 CF02	Modeling and Simulation Specialist – Level II	HR												
0001 CF03	Modeling and Simulation Specialist – Level III	HR												
0001 CG01	Network Administrator – Level I	HR												
0001 CG02	Network Administrator – Level II	HR												
0001 CG03	Network Administrator – Level III	HR												
0001 CH01	IT Support Technician – Level I	HR												
0001 CH02	IT Support Technician – Level II	HR												
0001 CH03	IT Support Technician – Level III	HR												
0001 CJ01	Operations Manager	HR												
0001 CJ02	Operations Manager – Deputy	HR												
0001 CK01	Acquisition/Procurement Specialist – Level I	HR												
0001 CK02	Acquisition/Procurement Specialist – Level II	HR												
0001 CK03	Acquisition/Procurement Specialist – Level III	HR												
0001 CL01	Program Analyst – Level I	HR												
0001 CL02	Program Analyst – Level II	HR												
0001 CL03	Program Analyst – Level III	HR												
0001 CM01	Program Manager – Level I	HR												
0001 CM02	Program Manager – Level II	HR												
0001 CM03	Program Manager – Level III	HR												
0001 CN01	Project Leader – Level I	HR												
0001 CN02	Project Leader – Level II	HR												
0001 CN03	Project Leader – Level III	HR												
0001 CP01	Project Manager – Level I	HR												
0001 CP02	Project Manager – Level II	HR												
0001 CP03	Project Manager – Level III	HR												
0001 CPQ1	Public Health Analyst – Level I	HR												
0001 CQ02	Public Health Analyst – Level II	HR												
0001 CQ03	Public Health Analyst – Level III	HR												
0001 CPR1	Public Relations Specialist – Level I	HR												
0001 CR02	Public Relations Specialist – Level II	HR												
0001 CR03	Public Relations Specialist – Level III	HR												
0001 CS01	Quality Assurance Analyst – Level I	HR												
0001 CS02	Quality Assurance Analyst – Level II	HR												
0001 CS03	Quality Assurance Analyst – Level III	HR												
0001 CT01	Quality Assurance Manager	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 CT02	Quality Assurance Manager – Deputy	HR												
0001 CU01	Quality Assurance Engineer – Level I	HR												
0001 CU02	Quality Assurance Engineer – Level II	HR												
0001 CU03	Quality Assurance Engineer – Level III	HR												
0001 CV01	Quality Assurance Specialist – Level I	HR												
0001 CV02	Quality Assurance Specialist – Level II	HR												
0001 CV03	Quality Assurance Specialist Level III	HR												
0001 CW01	Quality Assurance Tester – Level I	HR												
0001 CW02	Quality Assurance Tester – Level II	HR												
0001 CW03	Quality Assurance Tester – Level III	HR												
0001 CX01	Release Manager	HR												
0001 CX02	Release Manager – Deputy	HR												
0001 CY01	Release Management Analyst – Level I	HR												
0001 CY02	Release Management Analyst – Level II	HR												
0001 CY03	Release Management Analyst – Level III	HR												
0001 CZ01	Risk Management Analyst – Level I	HR												
0001 CZ02	Risk Management Analyst – Level II	HR												
0001 CZ03	Risk Management Analyst – Level III	HR												
0001 DA01	Robotic Process Engineer – Level I	HR												
0001 DA02	Robotic Process Engineer – Level II	HR												
0001 DA03	Robotic Process Engineer – Level III	HR												
0001 DB01	Scientific Data Analyst – Level I	HR												
0001 DB02	Scientific Data Analyst – Level II	HR												
0001 DB03	Scientific Data Analyst – Level III	HR												
0001 DC01	SCRUM Master – Level I	HR												
0001 DC02	SCRUM Master – Level II	HR												
0001 DC03	SCRUM Master – Level III	HR												
0001 DD01	Subject Matter Expert – Level I	HR												
0001 DD02	Subject Matter Expert – Level II	HR												
0001 DD03	Subject Matter Expert – Level III	HR												
0001 DE01	Supply Chain Risk Management – Level I	HR												
0001 DE02	Supply Chain Risk Management – Level II	HR												
0001 DE03	Supply Chain Risk Management – Level III	HR												
0001 DF01	System Administrator – Level I	HR												
0001 DF02	System Administrator – Level II	HR												
0001 DF03	System Administrator – Level III	HR												
0001 DG01	Systems Architect – Level I	HR												
0001 DG02	Systems Architect – Level II	HR												
0001 DG03	Systems Architect – Level III	HR												
0001 DH01	Systems Engineer – Level I	HR												
0001 DH02	Systems Engineer – Level II	HR												
0001 DH03	Systems Engineer – Level III	HR												
0001 DJ01	System Programmer – Level I	HR												
0001 DJ02	System Programmer – Level II	HR												
0001 DJ03	System Programmer – Level III	HR												
0001 DK01	Technical Writer/Editor – Level I	HR												
0001 DK02	Technical Writer/Editor – Level II	HR												
0001 DK03	Technical Writer/Editor – Level III	HR												
0001 DL01	Telecommunications Engineer – Level I	HR												
0001 DL02	Telecommunications Engineer – Level II	HR												
0001 DL03	Telecommunications Engineer – Level III	HR												

LCAT	Title	I/M	Year											
			1	2	3	4	5	6	7	8	9	10		
0001 DM01	Telecommunications Specialist – Level I	HR												
0001 DM02	Telecommunications Specialist – Level II	HR												
0001 DM03	Telecommunications Specialist – Level III	HR												
0001 DN01	Test Engineer – Level I	HR												
0001 DN02	Test Engineer – Level II	HR												
0001 DN03	Test Engineer – Level III	HR												
0001 DP01	Training Specialist – Level I	HR												
0001 DP02	Training Specialist – Level II	HR												
0001 DP03	Training Specialist – Level III	HR												
0001 DPQ1	User Experience Specialist – Level I	HR												
0001 DQ02	User Experience Specialist – Level II	HR												
0001 DQ03	User Experience Specialist – Level III	HR												
0001 DPR1	Video Specialist – Level I	HR												
0001 DR02	Video Specialist – Level II	HR												
0001 DR03	Video Specialist – Level III	HR												
0001 DS01	Web Content Administrator – Level I	HR												
0001 DS02	Web Content Administrator – Level II	HR												
0001 DS03	Web Content Administrator – Level III	HR												
0001 DT01	Web Designer – Level I	HR												
0001 DT02	Web Designer – Level II	HR												
0001 DT03	Web Designer – Level III	HR												
0001 DU01	Web Software Developer – Level I	HR												
0001 DU02	Web Software Developer – Level II	HR												
0001 DU03	Web Software Developer – Level III	HR												
0001 DV01	Webmaster – Level I	HR												
0001 DV02	Webmaster – Level II	HR												
0001 DV03	Webmaster – Level III	HR												
0001 DW01	Wide Area Network Administrator – Level I	HR												
0001 DW02	Wide Area Network Administrator – Level II	HR												
0001 DW03	Wide Area Network Administrator – Level III	HR												

## **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 Statement of Work**

The task areas in the statement of work are designed to support the IT services described in the Federal Enterprise Architecture (FEA).

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: CIO Support
- Task Area 3: Digital Media
- Task Area 4: Outsourcing
- Task Area 5: IT Operations and Maintenance
- Task Area 6: Integration Services
- Task Area 7: Cyber Security
- Task Area 8: Digital Government and Cloud Services
- Task Area 9: Enterprise Resource Planning
- Task Area 10: Software Development

These task areas are described below. Examples of the types of services that may be included within each task area are provided. These examples are not exhaustive. There may be other IT services which may be associated with the task areas. Prior to a task order solicitation, NITAAC will perform a scope review of the requirement in the event a required service is not specified in any of the task areas.

Additionally, the scope of this contract is intended to cover leading edge, emerging, and future cutting-edge technologies that will evolve over the life of this contract. These technologies may not be listed below but could be supported in the future by the FEA and other governmental or non-governmental reference models or publications. Because technology advances over the period of performance of this contract are inevitable, the scope of this contract takes into consideration that task order requirements are permitted to include future types IT services and solutions as they arise.

Several examples follow:

1. Task Area 1: IT Services for Biomedical Research, Health Sciences and Healthcare, supports federal agencies in coordinating effective capital planning, investing, and implementation of interoperable health IT systems

2. Task Area 2: Chief Information Officer Support can be used to develop and maintain agency enterprise architectures in support of the FEA.
3. Several FEA components provide support for the execution of IT functions including customer relationship management and customer services in the Service Reference Model (SRM). These components can be supported through task areas 2, 4, and 5. Several Risk Management Framework (RMF) components provide support for the execution of IT security functions such as management of organizational risk and assessment and authorization. These components can be supported through task area 7.
4. For inherently IT components of the FEA, CIO-SP4 includes task areas that directly address those components. For example, the FEA includes document management as a digital asset service in the SRM that can be addressed through task area 8.
5. 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 includes the services needed to automate supply chain management.
6. The FEA Technical Reference Model (TRM) includes standards and technology that may be selected and integrated into systems under specific task orders. For example, web servers could be selected and installed as part of Task Area 8. In general, all task areas ultimately awarded under this contract must be compatible with the 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.
7. The contract can be used to award task orders that support the Performance Reference Model (PRM) by collecting agency metrics affected by their individual tasks. 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.
8. 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 outlines some of the general requirements of the contract. Specific details of task assignments, deliverables, documentation, training, and applicable standards will be provided within individual task orders.

The contractor shall furnish everything necessary to provide the services and solutions set forth in this contract and individual task orders.

## **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: CIO Support

- Task Area 3: Digital Media
- Task Area 4: Outsourcing
- Task Area 5: IT Operations and Maintenance
- Task Area 6: Integration Services
- Task Area 7: Cyber Security
- Task Area 8: Digital Government and Cloud Services
- Task Area 9: Enterprise Resource Planning
- Task Area 10: Software Development

These task areas are described below. Examples of the types of services that may be included within each task area are provided. These examples are not exhaustive. There may be other IT services which may be associated with the task areas. Prior to a task order solicitation, NITAAC will perform a scope review of the requirement in the event a required service is not specified in any of the task areas.

Additionally, the scope of this contract is intended to cover leading edge, emerging, and future cutting-edge technologies that will evolve over the life of this contract. These technologies may not be listed below but could be supported in the future by the FEA and other governmental or non-governmental reference models or publications. Because technology advances over the period of performance of this contract are inevitable, the scope of this contract takes into consideration that task order requirements are permitted to include future types IT services and solutions as they arise.

Further, when the OCO submits a solicitation to NITAAC for GWAC competition, the PCO will determine whether the solicitation is in the scope of the CIO-SP4 GWAC. If the PCO determines the task order solicitation to be out of the scope of the GWAC, the PCO will promptly notify the OCO.

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

Task Area 1 is defined as the intersection of IT and healthcare involving the design, development, creation, use, and maintenance of information systems for the healthcare industry and government agencies with healthcare related missions. The objective of this task area is to support biomedical research, health sciences and healthcare by performing studies and analyses, and by providing operational, technical, and maintenance services for the systems and equipment that interface with information systems throughout the federal government.

A comprehensive, but not exhaustive, 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 IT 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. Healthcare Systems Studies
- p. Natural Language Processing Software and Services (Biology/Medicine Focus)
- q. Medical Computer-based Training
- r. Standards Development for Health IT Services

### **C.2.2 Task Area 2 – Chief Information Officer (CIO) Support**

Task Area 2 is defined as analytic and program management support functions involving the leadership (i.e., strategy, introduction and direction) and management (i.e., execution, performance and oversight) of information systems. The objective of this task area is to support Chief Information Officers (CIOs) in implementing laws, regulations and policies, to facilitate evolving CIO practices, and to support program offices.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Support IT Strategic Planning
- b. IT Governance Development and Management
- c. Analytics (Artificial Intelligence and Machine Learning, Data Warehousing, Data Mining and Business Intelligence)

- d. Business Consulting, Business Process Reengineering, and Advisory & Assistance Services
- e. Organizational Management (Change Management, Communications, Balanced Scorecard and A-76 Support)
- f. IT Acquisition Management (Market Research and Analysis and Acquisition Support)
- g. Program/Project Management Support (Agile Project Management, Agile Coaching, Risk Management, Financial Management and Workforce Management)
- h. Program Management Office Support (IT Portfolio Analysis, Capital Planning and Investment Control)
- i. Program Analyses and Implementation (Business Cases Analysis, Cost/Benefit Analysis and Cost Effectiveness Analyses)
- j. Independent Verification and Validation
- k. Enterprise Architecture Support
- l. Program Measurement (Benchmarking, Common Baseline and Gap Analysis)
- m. Blockchain

### **C.2.3 Task Area 3 – Digital Media**

Task Area 3 is defined as the support functions involving the capture and management (i.e., authentication, verification, validation, and disposal) of digital media. The objective of this task area is to provide systems and services that support the creation, collection, preservation, storage, retrieval, distribution, and modification of digital media. Digital media can include, but is not limited to, documents, images, audio, geographical information systems, video, and photographs.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Digital Management Systems (Documents, Images, Audio, Video)
- b. Digital Conversion (Video, Images, Audio, Text – any sensory input)
- c. Digital Content Management
- d. Medical Imaging (Laboratory and test equipment, Picture Archiving and Communication Systems)
- e. Imaging (Document, Geospatial, Geographic Information Systems, Scientific, Environmental, Security)
- f. Digital Analysis (Image Analysis, Audio Analysis, Multimedia Analysis)
- g. Virtual Reality (3D Immersive Visualization)

#### **C.2.4 Task Area 4 – Outsourcing**

Task Area 4 covers the practice of leveraging outside organizations that assume the responsibility of an organization's information systems with little to no managerial input (i.e., not staff augmentation). The objective of this task area is to provide the IT infrastructure and IT services required to assume management and operations of government IT resources and business functions (i.e., managed by performance – KPIs, SLOs, SLAs, etc.).

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Management of IT Services independent of Client management
- b. Leasing of Hardware and Software
- c. Implementation of Standards (e.g., International Organization for Standardization (ISO) 9000, Capability Maturity Model Integration (CMMI), IT Services Management on an IT Organization
- d. Solution Leasing
- e. Transformation Services

#### **C.2.5 Task Area 5 – IT Operations and Maintenance**

Task Area 5 is defined as the practice of hiring outside resources that perform information systems support with direct oversight (e.g., staff augmentation). The objective of this task area is to support the operation and maintenance of IT systems, and to keep IT systems viable with vendor supported releases or off-the-shelf software upgrades. Operations and maintenance on IT systems includes all software and hardware associated with mainframes, client/server, web-based applications, XYZ-as-a-Service, virtual desktop infrastructure, and networking.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Operational Support
- b. IT Service Management
- c. DevOps / DevSecOps
- d. Database Management
- e. Software Maintenance and Upgrades
- f. Telecommunications Maintenance (Data, Voice, Images, including Wireless)
- g. Infrastructure Management Services (IMS) (Configuration Management; Network/Hardware Support; Help Desk/IT Support; Resource Management; Backup and Recovery Management; Installation, Configuration, and Tuning; Electronic Software Licensing Services, including license: deployment, management, tracking, upgrading, etc.; System Management; IT Operation and Maintenance Planning; Data Quality Management; Continual Service Improvement; IT Infrastructure Optimization; Hardware Asset Management; Software Management)

- h. Training

### **C.2.6 Task Area 6 – Integration Services**

Task Area 6 is defined as the coupling of information systems with disparate data, information, and/or systems. 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, workflow systems such as, 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 exhaustive, sampling of work to be performed under this task area is shown below:

- a. Infrastructure Engineering, Development, Implementation and Integration
- b. Enterprise Application Integration
- c. Service Oriented Architecture
- d. Data Migration and Integration
- e. Open Source Integration
- f. Enterprise Data Management
- g. Collaboration Tools
- h. System Design Alternative (SDA) Studies
- i. Systems Engineering
- j. Architecture Validation and Verification
- k. Business Process Management (Discover, Model, Analyze, Measure, Improve and Optimize Business Processes)

### **C.2.7 Task Area 7 – Cybersecurity**

Task Area 7 is defined as the authentication, verification, validation, and protection of data, information systems and resources. The objective of this task area is to support the protection of cyber infrastructure, assurance of agency information, and operations that protect and defend information and information systems. This is accomplished by providing confidentiality, integrity, availability, accountability, restoration, authentication, non-repudiation, protection, detection, monitoring and event react capabilities.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Cyber Security (Cryptographic Techniques, Cyber Incident Management, Identity and Access Management, Information Security Management System (ISMS), IT

- System Security Evaluation, Network Security, Security Automation and Continuous Monitoring (SACM), Supply Chain Risk Management (SCRM), Software Assurance, Security Engineering and Cybersecurity Maturity Model Certification support)
- b. Critical Infrastructure Asset Identification and Configuration Management Databases
  - c. Information Assurance of Critical Infrastructure
  - d. Risk Management Framework Support
  - e. Facility Protection Planning
  - f. Information Systems Security
  - g. Security Operations Center Development and Operations Management
  - h. Application Security
  - i. Vulnerability Management
  - j. Flaw Remediation
  - k. Risk Mitigation Contingency Planning
  - l. Disaster Recovery Planning
  - m. Incident Response Planning and Execution
  - n. System Assessment and Authorization
  - o. Security Training and Awareness Programs
  - p. Security Exercises and Simulation
  - q. Federal Information Security Management Act (FISMA) Implementation Support
  - r. Health Insurance Portability and Accountability Act Implementation Support
  - s. Public Key Infrastructure
  - t. Trusted Internet Connections implementation
  - u. Security Review and Analysis of Automated Information Systems
  - v. Intelligent, Automated Data Collection and Analysis
  - w. IT Forensics and eDiscovery

### **C.2.8 Task Area 8 – Digital Government and Cloud Services**

Task Area 8 is defined as the digital communications between entities. The objective of this task area is to support government services that are provided through digital and / or electronic means, creating a transparent interaction between government and citizens (G2C), government and business enterprises (G2B) and government to government relationships (G2G).

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. 21<sup>st</sup> Century Integrated Digital Experience Act (IDEA) compliance support
- b. Managed IT Services Support (e.g., Software-as-a-Service, Platform-as-a-Service, Cloud Services, etc.)
- c. Web Development and Support
- d. Electronic Commerce and Electronic Data Interchange
- e. Government to Citizen Relationship Management
- f. Knowledge Management (IT-based sharing/storing of an Agency individuals' knowledge)
- g. IT-Enhanced Public Relations
- h. Business-to-Government (B2G) Solutions
- i. Communications Management
- j. Accessibility Services (508 and 504 compliance)
- k. Automated Abstraction, Taxonomies and Ontologies
- l. Social Media and Social Media Management and Analytics
- m. Interactive Marketing
- n. Robotic Process Automation (RPA)

### **C.2.9 Task Area 9 – Enterprise Resource Planning**

Task Area 9 is defined as the planning, implementation and training for enterprise-wide software applications. The objective of this task area is to support the implementation of enterprise management applications and systems in the federal environment. These applications and systems are integrated software applications used to control, monitor and coordinate key business activities across an enterprise. They generally fall into the following categories: finance, human resources, logistics, manufacturing, and projects.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. ERP Package Implementation
- b. Integration of Business Systems
- c. Business Transformation and Business Process Reengineering
- d. Business Systems Modernization
- e. ERP Software Package Selection
- f. ERP IT Infrastructure
- g. ERP Infrastructure Planning, Installation and Tuning
- h. ERP Performance Load Testing

- i. ERP End User Training

**C.2.10 Task Area 10 – Software Development**

Task Area 10 is defined as the planning, requirements gathering, development and implementation for software applications. The objective of this task area is to develop customized software applications, web applications, mobile applications, database applications, and other solutions not available in off-the-shelf software applications.

A comprehensive, but not exhaustive, sampling of work to be performed under this task area is shown below:

- a. Requirements Analysis/Gathering, Design, Coding, Security and Testing
- b. Artificial Intelligence (Software and Services)
- c. Secure Code Management
- d. Production Deployment
- e. Application Prototyping
- f. Multimedia Software for Patient/Staff Education
- g. Program Evaluation Software
- h. Administrative and General Decision Support Software
- i. Web X.0 (2.0, 3.0, ...) Development and Management
- j. Database Development and Management
- k. Clinical Protocol and Quality Assurance Decision Support Software
- l. Testing

**C.3 Reporting Requirements**

The following shows when reports must be received by NITAAC.

<b>Quarter</b>	<b>Months</b>	<b>Must be received by</b>
Quarter 1	1 October – 31 December	15 January
Quarter 2	1 January – 31 March	15 April
Quarter 3	1 April – 30 June	15 July
Quarter 4	1 July – 30 September	15 October

### **C.3.1 Awards and Modifications**

All task order awards and modifications shall be reported in e-GOS within 15 calendar days of receipt by the contractor. The reporting of modifications pertains to both funded modifications and administrative modifications.

### **C.3.2 Quarterly Activity Report**

On a quarterly basis, the quarterly activity report shall provide a summary of the award and modification activity reported by the contractor in e-GOS for the previous quarter. The contractor is responsible for correcting any errors in the information prior to quarterly certification of the information through e-GOS.

### **C.3.3 NIH Contact Access Fee Payment Report**

The NCAF Payment Report is a summary of payment activity by the contractor.

The contractor shall certify NCAF payments through e-GOS on a quarterly basis. During the process of certification, the contractor shall provide the status on any balances that are due and identify and explain any discrepancies found.

### **C.3.4 Contractor Profile Report**

The contractor shall be responsible for maintaining the contractor company profile in e-GOS. On a quarterly basis, the contractor shall certify the accuracy of the information in e-GOS.

### **C.3.5 Internet Presence Report**

Contractors must certify their compliance with C.4.

On a quarterly basis, the contractor shall submit a signed and dated letter on its company letterhead certifying compliance with C.4 for the previous quarter.

The report shall be submitted to the NITAAC Customer Support Center at NITAACsupport@nih.gov.

### **C.3.6 Limitations on Subcontracting Certification**

On an annual basis, the contractor shall submit a certification on or before October 15 of each year stating whether they complied with limitations on subcontracting for their respective socioeconomic category.

The certification shall be submitted on an official company letterhead to the NITAAC customer support center at NITAACsupport@nih.gov. The certification letter shall be signed and dated. It shall include the CIO-SP4 small business contract number, the fiscal year certified, and a statement concerning compliance from one of the following:

1. Small businesses, and 8a participants, must state whether they complied with 52.219-14(c)(1).
2. SDVOSB offerors must state whether they complied with 52.219-27(d)(1).
3. WOSB offerors must state whether they complied with 52.219-30(d)(1).
4. HUBZone offerors must state whether they complied with 52.219-3(d)(1).

The letter shall also include actual dollars and percentages in the following format:

Title	Actual Annual	Actual Cumulative
Total Funded Amount	\$	\$
Total Cost Incurred	\$	\$
Total Subcontracted Amount	\$	\$
Total Subcontracted Percentage	%	%

\*Note: Actual Annual = Previous Fiscal Year Actual Cumulative = Contract Award to Date

### **C.3.7 Accounting System Certification**

Contractors must demonstrate their continued ability to maintain an adequate accounting system for cost reimbursement task orders under this contract.

On an annual basis, the contractor shall submit a signed and dated letter on its company letterhead certifying compliance with FAR 16.301-3(a)(3) for determining costs applicable to task orders under this contract during the previous and next years.

The letter shall include the following statement and be submitted annually to the NITAAC Customer Support Center at NITAACsupport@nih.gov on or before October 15 of each year.

“With this letter, [enter contractor legal name here] certifies that its accounting system was audited and continues to be adequate in accordance with FAR Part 16.301-3(a)(3) for determining costs applicable to task orders under this contract.”

### **C.4 Contractor Internet Presence**

Within 30 days after contract award, the contractor shall have submitted to NITAAC the below list of items to be displayed on the NITAAC website. The items must be kept up to date through the life of the contract to be displayed on a publicly available webpage. The purpose of this information is for potential customers to contact contractors regarding the contractor’s ability to provide world-class professional support services under the contract.

The items are as follows:

1. Signed (awarded) standard form 26.
2. Latest conformed copy of their contract.
3. Their loaded labor rates for each contract year for both government and contractor sites.
4. Prompt payment terms.
5. Contact information for the contractor's PM.

The displayed information must always be current and accurate. The contractor must promptly notify NITAAC customer support of any changes to this information or their website.

### **C.5 Meetings and Conferences**

Contractors are required to participate in monthly contract holder conference calls designed for the exchange of information among contract holders and the NITAAC program. Participation in these conference calls will ensure that contractors are kept abreast of ongoing NITAAC program and contractor community activities.

Contractors are encouraged to participate in community action groups to assist in the development of strategies around market outreach, communication, and other topics relevant to the CIO-SP4 GWAC program.

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. At a minimum, contractor program managers are required to attend these meetings.

## **SECTION D: PACKAGING, MARKING, AND SHIPPING**

### **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**

### **E.1 General**

**Table 4 – Section E FAR Clauses Incorporated by Reference:**

<b>The following clauses may apply to the contract and / or any non-commercial task order.</b>		
52.246-1	Contractor Inspection Requirements	MAR 1994
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
<b>The following clauses may apply to the contract and / or non-commercial firm fixed price task orders.</b>		
52.246-2	Inspection of Supplies – Fixed Price	AUG 1996
52.246-2 ALT I	Inspection of Supplies – Fixed Price – ALT I	JUL 1985
52.246-2 ALT II	Inspection of Supplies – Fixed Price – ALT II	JUL 1985
52.246-4	Inspection of Services – Fixed Price	AUG 1984
52.246-16	Responsibility for Supplies	APR 1984
<b>The following clauses may apply to the contract and / or cost reimbursement task orders.</b>		
52.246-3	Inspection of Supplies—Cost-Reimbursement	MAY 2001
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984
<b>The following clauses may apply to the contract and / or non-commercial time and materials or labor hour task orders.</b>		
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001
52.246-6 ALT I	Inspection—Time-and-Material and Labor-Hour ALT I	APR 1984

### **E.2 Place of Inspection and Acceptance**

The location of inspection and acceptance of all work and deliverables will be specified in individual task orders. The government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance unless otherwise specified in the task order.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 General**

**Table 5 – Section F FAR Clauses Incorporated by Reference**

<b>The following clauses may apply to the contract and / or any non-commercial task order.</b>		
52.211-8	Time of Delivery	JUN 1997
52.211-8 ALT I	Time of Delivery – ALT I	APR 1984
52.211-8 ALT II	Time of Delivery – ALT II	APR 1984
52.211-8 ALT III	Time of Delivery – ALT III	APR 1984
52.211-9	Desired and Required Time of Delivery	JUN 1997
52.211-9 ALT I	Desired and Required Time of Delivery – ALT I	APR 1984
52.211-9 ALT II	Desired and Required Time of Delivery – ALT II	APR 1984
52.211-9 ALT III	Desired and Required Time of Delivery – ALT III	APR 1984
52.247-29	F.o.b. Origin	FEB 2006
52.247-34	F.o.b. Destination	NOV 1991
<b>The following clauses may apply to the contract and / or firm fixed price non-commercial task orders.</b>		
52.211-16	Variation in Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
<b>The following clause may apply to the contract and / or cost reimbursement task orders.</b>		
52.242-15 ALT I	Stop-Work Order ALT I	APR 1984

### **F.2 Periods of Performance**

The periods of performance of this contract are:

Base Period of Performance:

5 years 05/2022 – 05/2027

Optional Period of Performance:

5 years 05/2027 – 05/2032

Task orders awarded at any time during the base or optional period of performance may have a period of performance up to five years (including options).

### **F.3 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 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**

### **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.

### **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](https://www.usa.gov) under <https://www.usa.gov/Agencies/federal.shtml>.

Agencies may authorize Contractors to use this contract as a Government supply source in accordance with FAR 51.101(a) or (b). In issuing such authorizations, Agencies shall follow the requirements of FAR 51.102. Contractors authorized to use the contract shall follow the terms of the contract and include in each order the following:

- 1) A copy of the authorization; and,
- 2) The following statement: "This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of the GWAC, the latter will govern."

### **G.3 Roles**

The administration of this contract will require coordination between the government and the contractor. Below is a description of the roles and responsibilities of individuals who will be the primary points of contact for the government and contractor on matters regarding contract administration. The government may unilaterally modify the roles and responsibilities at any time during the period of performance of the contract.

#### **G.3.1 Government Personnel**

##### **G.3.1.1 Procuring Contracting Officer (PCO)**

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

1. Direct or negotiate any changes to the contract;
2. Modify or extend the period of performance;
3. Change the delivery schedule;
4. Authorize reimbursement of any costs of the contractor incurred during the performance of this contract; and
5. Otherwise change any terms and conditions of this contract.

### **G.3.1.2 NITAAC Contracting Officer's Representative (COR)**

The following contracting officer's representative (COR) will represent the government for the purpose of this contract:

Name: TBD

Address:

Email:

Phone:

The COR is responsible for:

1. Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending changes in requirements to the PCO;
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;
5. Assisting in the resolution of technical problems encountered during performance.

The government may unilaterally change its COR at any time.

### **G.3.1.3 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 with respect to that task order.

### **G.3.1.4 Information Systems Security Officer**

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, and policies. HHS Information Security Program Policy can be found at [http://ocio.nih.gov/security/sec\\_policy.html](http://ocio.nih.gov/security/sec_policy.html).

## **G.3.2 Contractor Personnel – Key Personnel**

The contractor program manager (PM) and contract administrator (CA) are considered key personnel pursuant to HHSAR 352.237-75. They are essential to the work being performed on this contract.

The key personnel shall be an employee of the contractor. Key personnel email address domain names shall align with the contractor legal business name. They shall be the only / official point of contact to NITAAC. NITAAC will reject communication from contractor employees who have not been designated as key personnel on this contract.

Any request for a change in key personnel must be submitted to the NITAAC Customer Support Center (NITAACsupport@nih.gov) on official company letterhead, along with the resume that includes:

1. New individual's full name
2. Office phone number
3. Individual's assigned company email address
4. Explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract.

The government reserves the right to reject any proposed key personnel replacements that are not qualified and / or do not meet the requirements of the contract.

### **G.3.2.1 Contractor Program Manager**

The contractor's corporate management structure shall guarantee senior, high-level, program management of the CIO-SP4 GWAC Program. As such, 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.
2. Promoting the CIO-SP4 GWAC to other federal agencies by participating in trade shows, conferences, and other meetings where the government has a significant presence. NITAAC will periodically send out lists of trade shows and conferences available to participate.
3. Promoting Contractor identity as NITAAC CIO-SP3 Small Business contract holder by using the NITAAC CIO- SP3 Small Business logo in advertising, placing these identifiers in printed and in on-line communications; displaying CIO-SP3 Small Business promotional placards; and, disseminating NITAAC CIO-SP3 Small Business marketing materials.

(Appropriate use of the NITAAC CIO-SP3 Small Business logo in advertisements directed to Federal Government contract use is acceptable, provided that the advertisement does not state or imply that the product or service is endorsed or preferred by the Government).

4. Educating and training contractor staff to ensure that they can effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of the CIO-SP4 GWAC.
5. Providing all reporting information required under the contract accurately and in a timely manner.
6. Attending meeting and conferences, as required; and
7. Serving as the primary focal point within the contractor's organization on all matters pertaining to this contract.

The contractor program manager is listed on the NITAAC website at: TBD.

### **G.3.2.2 Contractor Contract Administrator**

The contractor shall identify an individual selected to fill the role of contractor contract administrator for the GWAC. Their duties include, but are not limited to:

- a. Verifying that the OCO soliciting or awarding a task order solicitation under CIO-SP4 has a CIO-SP4 Delegation of Procurement Authority. Verification can be provided by the CIO-SP4 CO, CIO-SP4 PM, or duly authorized representative.
- b. Ensuring that the contractor's task order awards are contractually in compliance with CIO-SP4.
- c. Ensuring all data within e-GOS is current, accurate, and complete.
- d. Ensuring contract administrative functions are maintained and meeting all reporting requirements.
- e. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously.
- f. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely.
- g. Attending all CIO-SP4 Program Management Review (PMR) meetings and other CIO-SP4 meetings as scheduled.

The contractor contract administrator is listed on the NITAAC website at: TBD

## **G.4 Contractor Performance Assessment Reporting Systems**

### **G.4.1 Annual Evaluation of Contractor Performance**

As described in FAR 42.1503, the government will conduct past performance assessments on the contractor performance. The PCO will conduct past performance assessments for this contract. The OCO is responsible for conducting past performance assessments at the task order level.

### **G.4.2 Electronic Access to Contractor Performance Evaluations**

Contractors are required to register in the appropriate past performance assessment systems (such as CPARS) to review and respond to past performance evaluations as prescribed by the OCO at the task order level.

Contractors 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://www.cpars.gov>.

Only the contractor PM or contractor CA should register and serve as the POC in this system.

## **G.5 Task Order Procedures**

### **G.5.1 Electronic Government Ordering System**

1. NITAAC has developed the secure 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. Contractors and customers are required to use e-GOS in order to participate in the task order process by registering as an e-GOS user and agreeing to system usage rules of behavior. This is a web-based task order processing system that integrates workflow management, electronic document management, and aspects of customer relationship management.
2. The contractor CIO-SP4 email address, a personal email address, or a general email address may not be used to register for an account in e-GOS. Contractor employees shall register in e-GOS using their individually assigned company email address.
3. The contractor PM shall serve as the e-GOS representative as the contractor primary point of contact for resolution of issues that may arise. The contractor PM shall attend mandatory e-GOS training as deemed necessary by the NITAAC.
4. OCOs or their designated agents are to use e-GOS for all task order requests, requests for information, and sources sought notices. This includes TORs that fall under the FAR 16.505(b)(2) fair opportunity exclusion.
5. Contractors shall submit responses to TORs in e-GOS. If a government customer requests the contractor submit their response through e-mail or in hardcopy format, the contractor may do so; however, the contractor shall also submit their response through e-GOS prior to the response deadline.
6. If the contractor decides not to submit a task order response to a TOR, a no-bid response shall be submitted through e-GOS on or before the closing date and time established in the TOR.
7. Future e-GOS enhancements may include the implementation of digital signatures. This may entail a nominal cost to the contractor to purchase and maintain appropriate security certificates. The government will not reimburse the contractor for this expense.

### **G.5.2 Task Order Issuance**

Only the OCO may issue task orders to the contractor and provide specific authorization or direction to perform work. Unless specifically authorized by the OCO, the contractor shall not commence work until a fully executed task order has been awarded and submitted through e-GOS. In the event the OCO permits work in the absence of an order submitted through e-GOS, the OCO must still ensure that a valid task order predates commencement of the work.

If a TOR is issued outside of e-GOS, contractors shall immediately notify NITAAC and submit all TOR documents to the NITAAC Customer Support Center at [NITAACsupport@nih.gov](mailto:NITAACsupport@nih.gov) within three calendar days.

Contractors are expected to perform a cumulative minimum of \$150,000.00 each year throughout the life of the contract. The \$150,000.00 could be from the value of one task order or the values of many task orders when combined. Failure to comply with the minimum performance may serve as grounds for the PCO to ramp off the contractor as described in section H. Alternatively, at its sole discretion, NITAAC may decline to exercise the contract option and allow the contract to expire

### **G.5.3 Requesting Task Order Proposals**

Generally, the TOR will include, but is not limited to the following:

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

### **G.5.4 Fair Opportunity**

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

#### **G.5.4.1 Fair Opportunity Thresholds**

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

1. For orders exceeding the current micro purchase threshold up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
2. For orders exceeding the simplified acquisition threshold up to \$5.5 Million, in accordance with 16.505(b)(1)(iii); and,
3. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

#### **G.5.4.2 Exceptions to Fair Opportunity**

The following are exceptions to fair opportunity:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

2. Only one awardee can provide the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.
5. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
6. In accordance with section 1331 of Public Law 111-240 (15 USC 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in FAR Part 19 apply. Additionally, NITAAC has established Indian Economic Enterprise and Indian Small Business Economic Enterprise tracks that OCOs may use to set aside orders to these groups.

**G.5.4.3 Small Business and Socioeconomic Set-Asides**

The solicitation incorporates FAR 52.219-13 Alternate I which provides the Contracting Officer will set aside orders for the small business concerns identified in 19.000(a)(3) when the conditions of FAR 19.502-2 and the specific program eligibility requirements are met, as applicable. Additionally, other groups are eligible for set-aside orders under this GWAC. They are Indian Economic Enterprises, Indian Small Business Economic Enterprises, and veteran owned small businesses.

The following are the types of set-asides allowed under this GWAC:

Small business
8(a)
Women owned small business
Veteran owned small business
Service-disabled veteran owned small business
HUBZone small business
Indian Economic Enterprises
Indian Small Business Economic Enterprises

e-GOS will automatically provide the OCO sufficient information about qualifying contractors in each socioeconomic group. This is for market research purposes to assist the OCO in

determining whether to solicit the requirement as one of the following set-asides or whether to use full and open competition.

For HHS Task Order Contracting Officers only: Every task order requirement below the threshold of \$1.3 Million, is required to be automatically and exclusively set-aside for small businesses. There must be at least two or more (Rule of Two) responsible small business concerns that are competitive in terms of market prices, quality, and delivery for an automatic set-aside to occur.

Although all contractors within a particular group must be offered an opportunity to participate under a particular task order (as long as they qualify under the selected task areas as defined in section C.), there is no requirement to obtain three proposals as long as all contract holders within a grouping were provided Fair Opportunity to respond to the request in accordance with FAR Part 16 ordering procedures.

### **G.5.5 Contract Type**

#### **G.5.5.1 Firm-Fixed Price Task Orders**

For FFP TORs, the contractor will multiply the quantity of hours of each required labor category against the rate listed in the pricing schedule (tables 2 and 3 under B.4) or as negotiated for the task, and the cumulative extended total of all items ordered will define the total task order value. Travel and other-direct-costs (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. Firm fixed price task orders may be commercial (subject to FAR Part 12) or non-commercial.

#### **G.5.5.2 Cost-Reimbursement Task Orders**

Throughout the life of the contract, contractors are required to maintain an accounting system that is adequate for determining costs applicable to cost-reimbursement type task orders as described in FAR Subpart 16.3. This is an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), any federal civilian audit agency, or a third-party certified public accounting firm has audited and determined adequate for determining costs applicable to this contract.

A cost-reimbursement task order can include use of the contractor's most recent DCAA-approved provisional indirect billing and actual rates for both direct and indirect costs. If a contractor does not have DCAA approved rates, their indirect rates may be used in accordance with FAR 31.203. Any 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 incentive or award portion will be clearly differentiated. Such task orders will be subject to the additional clauses prescribed by FAR 16.307.

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.

### **G.5.5.3 Time-and-Materials Task Orders**

For time and materials / labor hour task orders, the contractor will multiply the quantity of hours required under each labor category against the rate listed in B.4. The contractor may propose lower rates or different rates to reflect specialized labor categories. A T&M or LH task order *may* utilize the clauses cited in FAR Part 12 for commercial task orders, or FAR Part 16 for non-commercial task orders. The hourly rates in this contract include wages, overhead, G&A, and profit in accordance with FAR 16.601(b)(1).

### **G.5.5.4 Incentive Task Orders**

Incentive task orders are allowed under this GWAC. OCO's and contractors must follow the guidance cited in FAR Subpart 16.4.

### **G.5.6 Performance-Based Acquisitions Methods**

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.5.7 Price Reasonableness**

Although the labor rates on this contract have been determined fair and reasonable at the time of award, the OCO is still responsible for a determination of cost or price reasonableness for each task order.

#### **G.5.7.1 Certificate of Cost or Pricing Data**

If none of the exceptions under FAR 15.403-1(b) apply, the OCO may request a certificate of cost or pricing data in accordance with FAR 15.403-4.

#### **G.5.7.2 Other 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 doing so is a part of the Contractor's usual accounting practices and it is 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 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.

**(The following two paragraphs are applicable to cost-reimbursement task orders):**

For cost-reimbursement task orders, the OCO will specify items unallowable as direct costs absent prior written approval of the OCO. The following is a list of items are typically specified as unallowable:

1. Conferences & Meetings

2. Food for Meals, Light Refreshments & Beverages
3. Promotional Items
4. Acquisition, by purchase or lease, of any interest in real property
5. Special rearrangement or alteration of facilities
6. Purchase or lease of any item of general-purpose office furniture or office equipment regardless of dollar value
7. Travel Costs including Foreign Travel
8. Consultant Costs
9. Subcontract Costs
10. Patient Care Costs
11. Accountable Government Property
12. Printing costs
13. Research Funding

If the OCO knows prior to award that costs may be allowed for one or more of the items listed in (b), the OCO will specify such item(s) in the Task Order.

## **G.6 NIH Contract Access Fee and Fee Remittance**

1. The NCAF is a required NIH fee that is fixed at 0.55% for Small Businesses (SB) and 0.65% for Other Than Small Businesses (OTSB) to reimburse the cost of operating and administering the CIO-SP4 contract. This fee shall never to be treated as a negotiable element between the contractor and ordering agency. The NCAF is charged against all task orders and applied to the total obligated (funded) value for Contractor performance. Total award value is all inclusive of labor, fees (including award fees and incentive pools), and ODCs (including travel).

The formula is: Total NCAF = Total Obligated Award Value \* NCAF Percentage.

The total NCAF collected per task order may be capped at a set amount to be determined by NITAAC. For more information on this cap, please see the NITAAC website (<https://nitaac.nih.gov/nitaac/>).

2. The contractor shall include the NCAF as a separate Contract Line Item Number (CLIN) in all task order responses to the government, regardless of pricing arrangements used.
3. The contractor shall be responsible for reimbursing NCAF to NIH. It is the contractor's responsibility to ensure that any task order award or modification contains a properly calculated NCAF. The NCAF must be paid in full by the NCAF payment due date.
4. Contractors shall invoice the government for the full NCAF amount based on obligated amounts, either by funded award or funded modification, on the first invoice after receipt of the funded award or modification document. NCAF is not subject to downward adjustment.
5. NCAF payments will be due to NITAAC within 20 days after receipt of the first invoice after contract obligation.
6. The contractor shall utilize the Department of Treasury's secure government-wide collection portal at <https://www.pay.gov/paygov/> for payment of the NCAF to NITAAC. Contractors shall contact their financial institution to establish an account authorizing automated clearing house (ACH) direct debit payments to Pay.gov.

7. Failure to remit the NCAF in a timely manner will constitute a basic contract debt under FAR Subpart 32.6.
8. NIH reserves the unilateral right to adjust the NCAF should it experience a major change in the cost of operating its GWAC Program.

### **G.7 Invoice Submission**

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

### **G.8 Correspondence**

All data and correspondence submitted to the CIO-SP4 PCO, NITAAC, or the OCO shall reference:

1. CIO-SP4 PCO/NITAAC:
  - a. CIO-SP4 Contract Number
  - b. Contractor Legal Business Name (also listed on the NITAAC website)
  - c. Order Tracking ID Number (e.g. C-#####)
  - d. Order Title
2. OCO:
  - a. CIO-SP4 Contract Number
  - b. Contractor Legal Business Name (also listed on the NITAAC website)
  - c. NITAAC Order ID Number (e.g. C-#####)
  - d. Order Number (as listed on the order standard form)
  - e. Order Title
  - f. Point of Contact at the Government End User Agency

### **G.9 Maximum Program Ceiling and Minimum Contract Guarantee**

Each awarded contract has a ceiling value of \$50 billion.

The minimum guarantee is \$250. Contractors that have not been awarded task orders between time of award of GWAC and 12 months after award may invoice the government for the minimum guarantee.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Security Considerations**

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. The contractor shall follow the security requirements identified in the task order 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, 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. 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). Additionally, DHHS is not certified to perform DoD work pursuant to FAR 17.703 for Fiscal Year 2021. Therefore, DoD agencies must get waivers pursuant to FAR 17.703(e) on a case-by-case basis prior to using this GWAC to compete task orders.

### **H.2 Ramp-on Procedures**

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 will announce this open season by publishing a notice in the contracting opportunities section of beta.sam.gov. The open season will be subject to applicable contemporaneous federal procurement laws and guidance, provide an estimate of the number of new awards that the PCO intends to make, and a new solicitation will be issued during this time. The evaluation criteria of the ramp-on solicitation may differ from the original CIO-SP4 solicitation based on the needs of the government at that time. Any offeror meeting the eligibility requirements identified in that solicitation may submit a proposal. However, the PCO has the discretion to award more or fewer contracts than the number anticipated during the ramp-on.

Any contracts awarded under this article will not exceed the remaining period of performance of the existing CIO-SP4 GWACs. A ceiling value of \$50 billion per contract award will apply. Any offeror 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-SP4 contractor. The Government reserves the right to not proceed with GWAC Ramp On.

During ramp-on, current small business contract holders of one socioeconomic group may submit a request to NITAAC to be considered in additional socioeconomic groups. Those who choose to do so must belong to the socioeconomic group under which they make their request. The government will verify their new socioeconomic status by checking their System for Award Management (SAM) records or by requesting an SBA determination. They must also qualify for any additional task areas the new socioeconomic status may require. Exact instructions for this procedure will be provided during the ramp-on period.

### **H.2.1 Acquiring Additional Task Areas**

During the GWAC performance, Small Businesses of any socioeconomic type may propose for additional task areas they are not currently a part of, provided they meet the parameters set forth in the ramp-on solicitation. The PCO will make final determination as to the method and frequency regarding Contract Holders acquiring additional task areas.

### **H.3 Replacement of Team Members under a FAR 9.601(1) CTA**

Contractors that are awarded a contract based on a FAR 9.601(1) are required to obtain PCO approval prior to replacing, adding, or deleting team members.

Request for replacement of team members shall be made to the NITAAC Customer Support Center at NITAACsupport@nih.gov. The request shall include:

1. The Contractor CIO-SP4 contract number.
2. The existing team member name, Data Universal Numbering System (DUNS) and its qualified task areas under the GWAC.
3. The proposing replacement team member including name and DUNS.
4. A copy of the new CTA agreement.
5. A capability statement for the proposing member demonstrating qualifications that meet or exceed the existing member qualifications under the GWAC.
6. Representations and certifications from section K to be filled out by the new CTA member
7. The new CTA member must complete SF 1407 (REV 1/2014) as well as provide proof of an adequate accounting system similar to what was provided with the original solicitation.

All proposed new CTA members are subject to a responsibility determination in accordance with FAR Subpart 9.1. If a FAR 9.601(1) CTA proposes replacements of existing team members that the PCO determines adversely affects the ability of the CTA to continue to perform under the contract, the CTA's contract may be terminated for cause or default.

## **PART II – CONTRACT CLAUSES**

### **SECTION I: CONTRACT CLAUSES**

#### **I.1 Contract and Task Order Clauses Incorporated by Reference**

If a FAR clause is not listed below, the OCO may add any clause they believe is necessary to a TOR and subsequent task order award. This includes clauses specific to any FAR supplement, such as the DFARS, and any solicitation provisions and representations and certifications.

An OCO may have a contractor recertify their representations and certifications at any time during the issuance of a TOR or prior to task order award. A specific example of this may be a requirement for a contractor to recertify their small business size status in accordance with 52.219-1.

#### **52.252-2 Clauses Incorporated by Reference**

**FEB 1998**

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 as follows:

<https://www.acquisition.gov/far/>

HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html>

**Table 6 – Non-Commercial Clauses Incorporated by Reference**

<b>The following clauses may apply to the contract and any non-commercial task order.</b>		
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020

52.203-14	Display of Hotline Poster(s)	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	DEC 2014
52.204-19	Incorporation by Reference of Representations and Certifications	JUN 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.207-5	Option to Purchase Equipment	FEB 1995
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Over \$35,000)	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.210-1	Market Research	JUN 2020
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records – Negotiation	JUN 2020
52.215-2 ALT I	Audit and Records – Negotiation – ALT I	MAR 2009

52.215-2 ALT II	Audit and Records – Negotiation – ALT II	AUG 2016
52.215-2 ALT III	Audit and Records – Negotiation – ALT III	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Over \$700,000)	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	JUN 2020
52.215-12	Subcontractor Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	JUN 2020
52.215-13 ALT I	Subcontractor Certified Cost or Pricing Data – Modifications – ALT I	AUG 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-14 ALT I	Integrity of Unit Prices – ALT I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	JUN 2020
52.215-21 ALT I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT I	JUN 2019
52.215-21 ALT II	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT II	OCT 1997
52.215-21 ALT III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT III	OCT 1997
52.215-21 ALT IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT IV	OCT 2010
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.215-23 ALT I	Limitations on Pass-Through Charges – ALT I	OCT 2009
52.216-32 ALT I	Task-Order and Deliver-Order Ombudsman – ALT I	SEP 2019
52.217-6	Option for Increased Quantity	MAR 1989
52.217-7	Option for Increased Quantity — Separately Priced Line Item	MAR 1989
52.217-8	Option to Extend Services	NOV 1999

52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award	MAR 2020
52.219-3 ALT I	Notice of HUBZone Set-Aside or Sole Source Award--Alternate I	MAR 2020
52.219-6	Notice of Total Small Business Set-Aside	MAR 2020
52.219-7	Notice of Partial Small Business Set-Aside	MAR 2020
52.219-8	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)	OCT 2018
52.219-9	Small Business Subcontracting Plan	MAR 2020
52.219-9 ALT I	Small Business Subcontracting Plan – ALT I	NOV 2016
52.219-9 ALT II	Small Business Subcontracting Plan – ALT II	NOV 2016
52.219-9 ALT III	Small Business Subcontracting Plan – ALT III	JUN 2020
52.219-9 ALT IV	Small Business Subcontracting Plan – ALT IV	JUN 2020
52.219-10	Incentive Subcontracting Program	OCT 2014
52.219-11	Special 8(a) Contract Conditions	JAN 2017
52.219-12	Special 8(a) Subcontract Conditions	OCT 2019
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-13 ALT 1	Notice of Set-Aside of Orders	MAR 2020
52.219-14	Limitations on Subcontracting	MAR 2020
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.219-17	Section 8(a) Award	OCT 2019
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	MAR 2020
52.219-18 ALT I	Notification of Competition Limited to Eligible 8(a) Concerns – ALT I	JAN 2017
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	MAR 2020
52.219-28	Post-Award Small Business Program Re-representation	JUN 2020
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns	MAR 2020
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	MAR 2020

52.219-31	Notice of Small Business Reserve	MAR 2020
52.219-32	Orders Issued Directly Under Small Business Reserves	MAR 2020
52.219-33	Non-Manufacturer Rule	MAR 2020
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor—Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	JUN 2020
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEPT 2016
52.222-26 ALT I	Equal Opportunity – ALT I	FEB 1999
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-35 ALT I	Equal Opportunity for Veterans	JUN 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-36 ALT I	Equal Opportunity for Workers with Disabilities – ALT I	JUL 2014
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)	AUG 2018
52.222-49	Service Contract Labor Standards—Place of Performance Unknown	MAY 2014
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-50 ALT I	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017

52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention & Right-To-Know Information	MAY 2011
52.223-5 ALT I	Pollution Prevention & Right-To-Know Information – ALT I	MAY 2011
52.223-5 ALT II	Pollution Prevention & Right-To-Know Information – ALT II	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designated Items	MAY 2008
52.223-9 ALT I	Estimate of Percentage of Recovered Material Content for EPA Designated Items – ALT I	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment	JUN 2014
52.223-13 ALT I	Acquisition of EPEAT®-Registered Imaging Equipment – ALT I	OCT 2015
52.223-14	Acquisition of EPEAT®-Registered Televisions	JUN 2014
52.223-14 ALT I	Acquisition of EPEAT®-Registered Televisions – ALT I	JUN 2014
52.223-15	Energy Efficiency In Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	OCT 2015
52.223-16 ALT I	Acquisition of EPEAT®-Registered Personal Computer Products – ALT I	JUN 2014
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.224-3 ALT I	Privacy Training – ALT I	JAN 2017
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	JUN 2020
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUN 2020
52.227-1 ALT II	Authorization and Consent	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	JUN 2020
52.227-3 ALT I	Patent Indemnity	APR 1984
52.227-3 ALT II	Patent Indemnity	APR 1984
52.227-3 ALT III	Patent Indemnity	JUL 1995
52.227-5	Waiver of Indemnity	APR 1984
52.227-9	Refund of Royalties	APR 1984
52.227-10	Filing of Patent Applications—Classified Subject Matter	DEC 2007
52.227-11	Patent Rights—Ownership by the Contractor	MAY 2014
52.227-11 ALT IV	Patent Rights—Ownership by the Contractor	JUN 1989
52.227-14	Rights in Data — General	DEC 2007
52.227-14 ALT I	Rights in Data — General – ALT I	DEC 2007
52.227-14 ALT II	Rights in Data — General – ALT II	DEC 2007
52.227-14 ALT III	Rights in Data — General – ALT III	DEC 2007
52.227-14 ALT IV	Rights in Data — General – ALT V	DEC 2007
52.227-17	Rights in Data—Special Works	DEC 2007
52.227-18	Rights in Data—Existing Works	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment—Major Systems	MAY 2014
52.227-22	Major System — Minimum Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-14	Irrevocable Letter of Credit	NOV 2014

52.228-16	Performance and Payment Bonds — Other Than Construction	NOV 2006
52.228-16 ALT I	Performance and Payment Bonds — Other Than Construction – ALT I	JULY 2000
52.229-1	State and Local Taxes	APR 1984
52.229-12	Tax on Certain Foreign Procurements	JUN 2020
52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure and Consistency of Cost Accounting Practices	JUN 2020
52.232-12	Advance Payments	MAY 2001
52.232-12 ALT I	Advance Payments – ALT I	APR 1984
52.232-12 ALT III	Advance Payments – ALT III	APR 1984
52.232-12 ALT IV	Advance Payments – ALT IV	APR 1984
52.232-12 ALT V	Advance Payments – ALT V	MAY 2001
52.232-16	Progress Payments	JUN 2020
52.232-16 ALT I	Progress Payments – ALT I	MAR 2000
52.232-16 ALT III	Progress Payments – ALT III	APR 2003
52.232-18	Availability of Funds	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-23 ALT I	Assignment of Claims – ALT I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-30	Installment Payments for Commercial Items	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-36	Payment by Third Party	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013

52.233-1	Disputes	MAY 2014
52.233-1 ALT I	Disputes – ALT I	DEC 1991
52.233-3	Protest After Award	AUG1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	OCT 2020
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-26	Reporting Nonconforming Items	DEC 2019
52.251-1	Government Supply Sources	APR 2012
52.252-1	Solicitation Provisions Incorporated by Reference	FEB 1998
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
<b>The following clauses may apply to the contract and non-commercial fixed price task orders.</b>		
52.211-11	Liquidated Damages—Supplies, Services, or Research and Development	SEP 2000
52.216-16	Incentive Price Revision — Firm Target	OCT 1997
52.216-16 ALT I	Incentive Price Revision — Firm Target – ALT I	APR 1984
52.216-17	Incentive Price Revision — Successive Targets	OCT 1997
52.216-17 ALT I	Incentive Price Revision — Successive Targets – ALT I	APR 1984
52.228-5	Insurance — Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	FEB 2013

52.229-6	Taxes—Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-32	Performance-Based Payments	APR 2012
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.243-1 ALT I	Changes—Fixed Price – ALT I	APR 1984
52.243-1 ALT II	Changes—Fixed Price – ALT II	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1 ALT I	Government Property – ALT I	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria	MAY 2001
52.246-19 ALT I	Warranty of Systems and Equipment under Performance Specifications or Design Criteria – ALT I	APR 1984
52.246-19 ALT II	Warranty of Systems and Equipment under Performance Specifications or Design Criteria – ALT II	APR 1984
52.246-19 ALT III	Warranty of Systems and Equipment under Performance Specifications or Design Criteria – ALT III	APR 1984
52.246-20	Warranty of Services	MAY 2001
52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

**The following clauses may be applicable to the contract and / or cost reimbursement task orders.**

52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
52.216-11	Cost Contract — No Fee	APR 1984
52.216-12	Cost-Sharing Contract — No Fee	APR 1984
52.222-2	Payment for Overtime Premiums	JULY 1990
52.228-7	Insurance — Liability to Third Persons	MAR 1996
52.229-8	Taxes — Foreign Cost-Reimbursement Contracts	MAR 1990
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.232-12 ALT II	Advance Payments — Alternate II	MAY 2001
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-25 ALT I	Prompt Payment – Alternate I	FEB 2002
52.233-3 ALT I	Protest after Award – Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.243-2 ALT I	Changes — Cost Reimbursement – ALT I	APR 1984
52.243-2 ALT II	Changes — Cost Reimbursement – ALT II	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-2 ALT I	Subcontracts – ALT I	JUN 2020
52.244-5	Competition in Subcontracting	DEC 1996

52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
<b>The following clauses may be applicable to the contract and non-commercial time and materials or labor hour task orders.</b>		
52.216-7	Allowable Cost and Payment	AUG 2018
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	AUG 2012
52.232-9	Limitation on Withholding of Payments	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.243-3	Changes—Time-and-Materials or Labor-Hours	SEP 2000
52.244-2	Subcontracts	SEP 1996
52.249-6 ALT IV	Termination (Cost-Reimbursement) – ALT IV	SEP 1996
52.249-14	Excusable Delays	APR 1984

**Table 7 – Commercial FAR Clauses Incorporated by Reference**

<b>The following clauses may be applicable to commercial item / service task orders using FAR Part 12.</b>		
52.203-3	Gratuities	APR 1984
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014

52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions — Commercial Items	OCT 2018
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items	OCT 2020
52.212-5 ALT I	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items — ALT I	FEB 2000
52.212-5 ALT II	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items — ALT II	OCT 2020
52.216-32 ALT I	Task-Order and Deliver-Order Ombudsman	SEP 2019
52.217-6	Option for Increased Quantity	MAR 1989
52.217-7	Option for Increased Quantity—Separately Priced Line Item	MAR 1989
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-11	Special 8(a) Contract Conditions	JAN 2017
52.219-12	Special 8(a) Subcontract Conditions	OCT 2019
52.219-17	Section 8(a) Award	OCT 2019
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	MAR 2020
52.219-18 ALT I	Notification of Competition Limited to Eligible 8(a) Concerns – ALT I	JAN 2017
52.227-14	Rights in Data — General	DEC 2007
52.227-14 ALT I	Rights in Data — General – ALT I	DEC 2007
52.227-14 ALT II	Rights in Data — General – ALT II	DEC 2007
52.227-14 ALT III	Rights in Data — General – ALT III	DEC 2007
52.227-14 ALT V	Rights in Data — General – ALT V	DEC 2007
52.227-17	Rights in Data—Special Works	DEC 2007
52.227-18	Rights in Data—Existing Works	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013

52.245-1	Government Property	JAN 2017
52.245-1 ALT I	Government Property – ALT I	APR 2012
52.245-9	Use and Charges	APR 2012
52.252-2	Clauses Incorporated by Reference	FEB 1998
<b>The following clauses may be applicable to commercial item / service time and materials or labor hour task orders using FAR Part 12.</b>		
52.212-4 ALT I	Contract Terms and Conditions—Commercial Items – ALT I	JAN 2017

**Table 8 – HHSAR Clauses Incorporated by Reference**

<b>The following clauses may apply to the contract and / or task orders issued by agencies within the Department of Health and Human Services. This includes commercial and non-commercial task orders.</b>		
352.203-70	Anti-Lobbying	DEC 2015
352.204-70	Prevention and Public Health Fund—Reporting Requirements	DEC 2015
352.208-70	Printing and Duplication. Printing and Duplication	DEC 2015
352.211-3	Paperwork Reduction Act. 352.211-3	DEC 2015
352.219-71	Mentor-Protégé Program Reporting Requirements	DEC 2015
352.224-70	Privacy Act	DEC 2015
352.224-71	Confidential Information. Confidential Information	DEC 2015
352.226-1	Indian Preference	DEC 2015
352.226-2	Indian Preference Program	DEC 2015
352.227-11	Patent Rights — Exceptional Circumstances	SEP 2014
352.227-11 ALT I	Patent Rights — Exceptional Circumstances – ALT I	SEP 2014
352.227-14	Rights in Data — Exceptional Circumstances	SEP 2014
352.227-14 ALT I	Rights in Data — Exceptional Circumstances – ALT I	SEP 2014
352.227-14 ALT II	Rights in Data — Exceptional Circumstances – ALT II	SEP 2014
352.227-14 ALT III	Rights in Data — Exceptional Circumstances – ALT III	SEP 2014
352.227-14 ALT IV	Rights in Data — Exceptional Circumstances – ALT IV	SET 2014
352.227-14 ALT V	Rights in Data — Exceptional Circumstances – ALT V	SEP 2014
352.227-70	Publications and Publicity	DEC 2015
352.237-74	Non-Discrimination in Service Delivery	DEC 2015
352.237-75	Key Personnel	DEC 2015
352.239-74	Electronic and Information Technology Accessibility	DEC 2015

<b>The following HHSAR clauses may be applicable to the contract and / or cost reimbursement task orders</b>		
352.231-70	Salary Rate Limitation	DEC 2015
352.232-70	Incremental Funding	DEC 2015
352.233-71	Litigation and Claims	DEC 2015
<b>The following HHSAR clauses may apply to this contract and / or non-commercial time and materials or labor hour task orders.</b>		
352.231-70	Salary Rate Limitation	DEC 2015
352.233-71	Litigation and Claims	DEC 2015

**I.2 Contract and Task Order Clauses Displayed by Full Text**

The following FAR clauses are displayed by full text and apply to the contract.

**52.216-18 Ordering**

**AUG 2020**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from GWAC award date through 60 months thereafter. If the government exercises the optional period of performance, orders may then be issued from Option award date through 60 months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**52.216-19 Order Limitations**

**OCT 1995**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$1,000,000.00

(2) Any order for a combination of items in excess of \$1,000,000.00; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 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)

**52.216-22 Indefinite Quantity**

**OCT 1995**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 60 months following the expiration of the GWAC ordering period.

(End of clause)

**52.216-32 Task-Order and Delivery-Order Ombudsman**

**SEP 2019**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all HHS task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Dr. Richard Wyatt  
NIH Competition Advocate for Non R&D Contracts  
1 Center Drive, 160, MSC 0151  
Bethesda, MD 20892-0151

Ordering activities other than those from HHS must adhere to 52.216-32 ALT I.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

**52.217-8 Option to Extend Services**

**NOV 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract.**

**MAR 2000**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

(End of clause)

**52.219-3 Notice of HUBZone Set-Aside or Sole Source Award**

**MAR 2020**

(a) Definitions. See 13 CFR 125.1 and 126.103 for definitions of terms used in the clause.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) Limitations on subcontracting. The Contractor shall spend—

(1) For services (except construction), at least 50 percent of the cost of contract performance incurred for personnel on its own employees or employees of other HUBZone small business concerns;

(2) For supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, on the concern or other HUBZone small business concerns;

(3) For general construction—

(i) At least 15 percent of the cost of contract performance incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance incurred for personnel on concerns that are not HUBZone small business concerns; or

(4) For construction by special trade contractors—

(i) At least 25 percent of the cost of contract performance incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone small business contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraph (b)(1) or (2) of this clause—

See reporting requirements of C.3.6 of this contract.

(2) For orders, in accordance with paragraph (b)(3) or (4) of this clause, by the end of the performance period for the order.

(f) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause shall be performed by the aggregate of the HUBZone small business participants.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

#### **52.219-13 Notice of Set-Aside of Orders (Mar 2020)**

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

**Alternate I (Mar 2020).** As prescribed in 19.507(d), substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer will set aside orders for the small business concerns identified in 19.000(a)(3) when the conditions of FAR 19.502-2 and the specific program eligibility requirements are met, as applicable.

(End of clause)

**52.219-14 Limitations on Subcontracting**

**MAR 2020**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
- (3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and
- (4) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for—

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) The Contractor shall comply with the limitations on subcontracting as follows:

- (1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause—

See reporting requirements of C.3.6 of this contract.

- (2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

**52.219-17 Section 8(a) Award**

**OCT 2019**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ([15 U.S.C.637\(a\)](#)).
- (2) Except for novation agreements, SBA delegates to NITAAC the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the PCO immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

**52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside MAR 2020**

(a) Definition. "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

(b) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for service-disabled veteran-owned small business concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns;
- (3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and
- (4) Orders issued directly to service-disabled veteran-owned small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

- (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.
- (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) Limitations on subcontracting. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A service-disabled veteran-owned small business concern shall comply with the limitations on subcontracting as follows:

- (1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

Annually in accordance with C.3.6 of this contract.

- (2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) A joint venture may be considered a service-disabled veteran owned small business concern if-

- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
- (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
- (3) The joint venture meets the requirements of 13 CFR 121.103(h)
- (4) The joint venture meets the requirements of 13 CFR 125.15(b)

(End of clause)

**52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program** **MAR 2020**

(a) Definitions. "Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) Applicability. This clause applies only to-

- (1) Contracts that have been set aside for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;
- (2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;
- (3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); and
- (4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#).

(c) General.

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) Limitations on subcontracting. A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for-

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(4) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(5) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) A WOSB concern eligible under the WOSB Program shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) of this clause—

See reporting requirements of C.3.6 of this contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(f) Joint Venture. A joint venture may be considered a WOSB concern eligible under the WOSB Program if-

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions –

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(End of clause)

The following FAR commercial clause is displayed by full text and may be applicable to any commercial task order.

**52.212-5 Contract Terms and Conditions Required to Implement OCT 2020 Statutes or Executive Orders – Commercial Items**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XXX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XXX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

XXX (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XXX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XXX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

XXX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

XXX (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

XXX (ii) Alternate I (Mar 2020) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.

\_\_\_ (13) [Reserved]

XXX (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644)

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644)

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

XXX (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018 ) (15 U.S.C 637(d)(2) and (3)).

XXX (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

\_\_\_\_ (v) Alternate IV (Jun 2020) of 52.219-9

XXX (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

XXX (ii) Alternate I (Mar 2020) of 52.219-13.

XXX (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

XXX (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

XXX (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

XXX (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

XXX (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

XXX (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

XXX (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

XXX (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

XXX (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

XXX (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

XXX (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XXX (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

- \_\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.
- \_\_\_\_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- \_\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-36.
- XXX (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- XXX (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XXX (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- XXX (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- XXX (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- XXX (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- XXX (ii) Alternate I (Oct 2015) of 52.223-13.
- XXX (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- XXX (41) (ii) Alternate I (Jun2014) of 52.223-14.
- XXX (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

XXX (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

XXX (41) (ii) Alternate I (Jun 2014) of 52.223-16.

XXX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

XXX (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

XXX (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

XXX (47) (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

XXX (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

XXX (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (57) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

XXX (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

XXX (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XXX (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

XXX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XXX (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XXX (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

XXX (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

XXX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the

applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### **I.2.1 Additional Set-Asides**

In addition to the set-asides in the above clauses (small business, 8a, HUBZone, WOSB, SDVOSB) TORs may be solicited via set-asides to, Indian Economic Enterprises (IEE), and Indian Small Business Economic Enterprises (ISBEE). However, OCOs must follow their FAR supplements with regards to VOSB, IEE / ISBEE set-asides.

A veteran owned small business concern means a small business concern that is at least 51% owned, operated, and controlled by a veteran.

Indian IEE means any business activity owned by one or more Indians, Federally Recognized Indian Tribes, or Alaska Native Corporations provided that:

- (1) The combined Indian, Federally Recognized Indian Tribe, or Alaska Native Corporation ownership of the enterprise constitutes not less than 51 percent;
- (2) The Indians, Federally Recognized Indian Tribes, or Alaska Native Corporations must, together, receive at least 51 percent of the earnings from the contract; and
- (3) The management and daily business operations of an enterprise must be controlled by one or more individuals who are Indians. The Indian individual(s) must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. ISBEE means an IEE that is also a small business concern established in accordance with the criteria and size standards of 13 CFR part 121.

A veteran owned small business and / or IEE / ISBEE agrees that in the performance of the contract, in the case of a task order for—

- (1) Services (except construction), at least 51 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 51 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

The veteran owned small business, IEE / ISBEE shall comply with the above limitations on subcontracting by the end of the performance period for each order issued under the contract.

### **I.2.2 Service Contract Act**

The preponderance of the GWAC's labor categories are considered bona fide executive, administrative, and professional labor which are generally exempt from the Service Contract Act (SCA). If any labor is subject to the SCA, the OCO must identify such work under a separate CLIN on the task order and apply wage determinations in accordance with FAR 22.1007 AND far 22.1008. A wage determination applicable to the specific place of performance must be incorporated at the task order level if labor is covered by the Service Contract Act.

### **I.2.3 Government Furnished Property / Government Furnished Information**

Any equipment, property, or facilities furnished by the government or any contractor-acquired property must be specified in the task order. OCOs are responsible for ensuring that task orders are consistent with the policies and procedures of FAR Part 45. If the government furnished equipment (GFE) or government furnished information (GFI) is not provided to the contractor by the specified date, the contractor will immediately notify the OCO.

If a task order will result in the acquisition or use of government property provided by an HHS OCO, the task order will incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at: [HHS Contracting Guide for Contract of GovernmentProperty.docx](#).

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

Non-HHS OCOs are encouraged to follow their local FAR supplement and respective Agency guidelines.

### **I.2.4 Information and / or Physical Security**

The following is applicable to HHS task orders where it has been determined that: (a) Contractor personnel may require access to HHS-controlled facilities and/or information systems, including sensitive data/information, in order to perform the contract/order SOW/PWS; and/or (b) the Homeland Security Presidential Directive's (HSPD-12) more stringent access procedures are expected to apply, because access will be routine and of long-term duration, or is routine and of short-term duration, but greater access controls are deemed necessary.

#### **A. HHS-Controlled Facilities and Information Systems Security**

1. To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) physical access to an HHS-controlled information system; (3) access to sensitive HHS data or information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
2. To gain routine physical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive

(HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigations procedures contained in the following documents:

- A. HHS-OCIO Information Systems Security and Privacy Policy (<http://www.hhs.gov/ocio/securityprivacy/index.html>)
- B. HHS HSPD-12 Policy Document, v. 2.0 (<https://www.dhs.gov/homeland-security-presidential-directive-12>)
- C. Information regarding background checks/badges (<http://idbadge.nih.gov/background/index.asp>)

3. Position Sensitivity Levels:

This contract will entail the following position sensitivity levels:

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

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

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

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

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

[https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster\\_10-15-12.xlsx](https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx)

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

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

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

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

5. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays – see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
6. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).
7. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
8. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
9. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

The following is applicable to HHS task orders issued under this contract that involve the operation or acquisition of an information system.

#### **B. Standard for Security Configurations**

1. The Contractor shall configure its computers that contain HHS data with the applicable Federal Desktop Core Configuration (FDCC) (see

<http://nvd.nist.gov/fdcc/index.cfm>) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

Note: FDCC is applicable to all computing systems using Windows XP™ and Windows Vista™, including desktops and laptops – regardless of function – but not including servers.

2. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply:
  - a. The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings – see <http://scap.nist.gov/validation>. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest FDCC major version and subsequent major versions.
  - b. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
  - c. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
  - d. The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (See: <http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.
  - e. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.
  - f. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

The following is applicable to HHS task orders that involve the acquisition or lease of, or the requirement to use, desktop or laptop computers, mobile devices, or portable media to store or process HHS sensitive information that the COR categorizes as moderate or high under Federal Information Processing Standard (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004.

### **C. Standard for Encryption language**

1. The Contractor shall use Federal Information processing Standard (FIPS) 140-3 compliant encryption (Security) Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated 22 September 2020).
2. The Contractor shall Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative within 15 days of the validation.
3. The Contractor shall use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.
4. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-3 (as amended).
5. The Contractor shall ensure that this standard is incorporated into the Contractor's property management/control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.
6. The Contractor shall ensure that its Subcontractors (all tiers) which perform work under this contract comply with the requirements contained in this clause.

The following is applicable to any HHS task order that involves contractor access to Federal Information or Federal Information Systems.

**D. Security Requirements for Federal Information Technology Resources**

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

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

Work/Performance Work Statement (SOW/PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

- c. HHS-OCIO Information Systems Security and Privacy Policy.
- ii. **IT Risk Assessment (IT-RA)** – due within 30 days after contract award. The IT- RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.
- iii. **FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment)** – due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.
- iv. **IT Security Authorization and Accreditation (IT-SA&A)** – Within 3 months after contract award, the Contractor shall submit written proof to the Contracting Officer that an IT-SA&A was performed for applicable information systems – see paragraph (a) of this clause. The Contractor shall perform the IT-SA&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SA&A and provided it to the Contracting Officer for review, comment, and acceptance.
  1. After resolution of any comments provided by the Government on the draft IT SA&A, the Contracting Officer shall accept the IT-SA&A and incorporate the Contractor's final version into the contract as a compliance requirement.
  2. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that

the IT-SA&A remains valid. Evidence of a valid system accreditation includes written results of:

- a. Annual testing of the system contingency plan; and
  - b. The performance of security control testing and evaluation.
- v. **Personal identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.
- vi. **Contractor and subcontractor employee training.** The Contractor shall ensure that its employees, and those of its Subcontractors, performing under this contract complete HHS–furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COR evidencing that Contractor employees have completed the required training.
- vii. **Government access for IT inspection.** The Contractor shall afford the Government access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.
- viii. **Subcontracts.** The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that –
1. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
  2. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on an HHS or the Contractor's information system.
- ix. **Contractor employment notice.** The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

- x. **Document information.** The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- xi. **Contractor responsibilities upon physical completion of the contract.** The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.
- xii. **Failure to comply.** Failure on the part of the Contractor or its Subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

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

The following it may be applicable to any HHS includes the clause at HHSAR 352.239-72, Security Requirements for Federal Information Technology Resources.

**E. Additional NIH Requirements**

(Include subparagraph 1 below if the task order requires the Contractor to: 1) develop; 2) have the ability to access; or 3) host and/or maintain a Federal Information System).

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

A. Information Type:

- Administrative, Management and Support Information:
- Mission Based Information:

2. Security Categories and Levels:

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

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

**Include subparagraph 2 below if the task order issued under this contract includes the Clause: Security Requirements for Federal Information Technology Resources.**

**1. INFORMATION SECURITY TRAINING**

The contractor shall comply with the below training:

**a. Mandatory Training**

1. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information as defined at HHSAR 304.1300(a)(4), shall complete the NIH Computer Security Awareness Training course at <http://irtsectraining.nih.gov/> before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.
2. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor staff shall be included on this listing. The list shall be provided to the COR and/or Contracting Officer upon request.

**b. Role-based Training**

All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum. Read further guidance about the NIH Role-based Training: <https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/security-awareness-training/index.html> .

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

**c. Rules of Behavior**

The Contractor shall ensure that all employees, including subcontractor employees, comply with the NIH Information Technology General Rules of Behavior ([https://ocio.nih.gov/aboutus/publicinfosecurity/securitytraining/Pages/NIH\\_IT\\_GeneralRulesofBehavior.aspx](https://ocio.nih.gov/aboutus/publicinfosecurity/securitytraining/Pages/NIH_IT_GeneralRulesofBehavior.aspx)), which are contained in the NIH Information Security Awareness Training Course <http://irtsectraining.nih.gov>

**Include subparagraph 3 below if the task order includes the Clause, Security Requirements for Federal Information Technology Resources.**

**2. PERSONNEL SECURITY RESPONSIBILITIES**

The contractor shall comply with the below personnel security responsibilities:

- a. The Contractor shall notify the Contracting Officer and the COR **within five working days** before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.
- b. **New Contractor employees who have or will have access to HHS information systems or data:** The Contractor shall provide the COR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.
- c. **Departing Contractor employees:** The Contractor shall provide the COR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (<https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Em-p-sep-checklist.pdf> ) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COR upon request.
- d. **Commitment to Protect Non-Public Departmental Information and Data.** The Contractor, and any Subcontractors performing under this contract, shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:
  - i. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
  - ii. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
  - iii. Public Law 96-511 (Paperwork Reduction Act)

Each employee, including subcontractors, having access to non-public Department information under this acquisition shall complete the "Commitment to Protect Non-Public Information - Contractor Employee Agreement" located at:

<https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Non-disclosure.pdf> . A copy of each signed and witnessed Non-Disclosure

agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

Include subparagraph 4 below in HHS task orders when Contractor/subcontractor personnel will have access to, or use of personally identifiable information (PII), including instances of remote access to or physical removal of such information beyond agency premises or control.

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

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

*Include subparagraph 5 below in task orders when the Contractor/subcontractor will host NIH web pages or databases.*

**5. VULNERABILITY SCANNING REQUIREMENTS**

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

**I.2.5 Reporting Matters Involving Fraud, Waste, and Abuse**

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

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

### **I.2.6 Organizational Conflict of Interest**

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

If task order performance would create, or would give the appearance of, an actual or potential conflict of interest, the contractor shall:

- a. Immediately notify the OCO of the actual or potential conflict, submit a plan for mitigation and not commence work until specifically notified by the OCO to proceed;
- b. Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;
- c. 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

### **I.2.7 Restriction on Pornography on Computer Networks**

Pursuant to NOT-OD-20-066, the Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography.

### **I.2.8 Non-Personal Services**

Pursuant to FAR 37.104, personal services shall not be performed on any task orders issued under this contract. Contractor employees will not be directly supervised by the government. All individual contractor employee assignments and daily work direction shall be given by their supervisor.

The contractor shall immediately notify the OCO of any communication or action that would create a personal services relationship between the contractor and government.

### **I.2.9 Inherently Governmental Functions**

Pursuant to FAR 7.5, the contractor shall not perform any inherently governmental functions on any task orders issued under this contract. Contractor employees shall not represent themselves as a government employee, agent, or representative. Contractor employees shall not state orally or in writing they are acting on behalf of the government.

When communicating with third parties during the performance of a task order, 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 any task order, the contractor employee shall state that he or she has no authority to change the task order. If the other contractor believes this communication to be a direction to change their task order, they shall notify the OCO for that order and not carry out the direction until a clarification has been issued.

The contractor shall ensure that all its employees working on this contract or any task order are informed of the substance of this article. The substance of this article shall be included in all subcontracts at any tier.

**I.2.10 Use of CIO-SP4 Logo**

Appropriate use of the NITAAC CIO-SP4 logo in advertisements directed to federal government contract use is acceptable, provided that the advertisement does not state or imply that the product or service is endorsed or preferred by the government. Any use must be permitted in writing by the government and shall be in accordance with 352.227-70.

## PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### SECTION J: LIST OF ATTACHMENTS

The following documents are attached and incorporated in this contract:

J.1 Description of Labor Categories .....	91
J.2 Past Performance Reference Contact Information .....	117
J.3 Past Performance Questionnaire .....	<del>118</del> (attached)
J.4 Industry Question Table RFP CIOSP4 .....	(attached)
J.5 Self Scoring Sheet .....	(attached)
J.6 Self Scoring Sheet Experience Template .....	(attached)
<del>J.7 Interested Vendors List Instructions .....</del>	<del>(attached)</del>

## J.1 Description of Labor Categories

The labor category descriptions provided in this attachment represent the government's best estimate of the kinds of personnel required for successful contract performance. These descriptions are neither mandatory nor exclusionary but are provided to assist contractors in mapping their own labor categories to the ones provided under this GWAC.

LCAT	Title	Position Description
0001 AA01	Administrative Assistant – Level I	Provide administrative support specifically dedicated to the requirements of the project team. May be responsible for operating office productivity software, such as MS Office (Word, Excel, Outlook), etc. to produce finished documents; supporting drafting/proofreading of documents; providing production support (e.g., copying, collating, binding, etc.); routine administrative support to a project (e.g., operate telephones, greet visitors, management correspondence, etc.); schedules appointments, travel arrangements, and meeting arrangements; and coordinates activities between program management, customer, and outside parties. Provide administrative support and assistance to multiple complex project and leadership for lower level employees. Minimum Education: High School/GED.
0001 AA02	Administrative Assistant – Level II	In addition to previous level's support, provides a variety of administrative support and assistance to lower level employees. Associate Degree or equivalent.
0001 AA03	Administrative Assistant – Level III	In addition to previous level's support, provides administrative support to multiple complex project and leadership for lower level employees. Bachelor's Degree or equivalent.
0001 AB01	Artificial Intelligence Analyst – Level I	Reviews, analyzes, and evaluates user needs to create systems solutions that support overall business strategies. Documents system requirements, defines scope and objectives, and assists in the creation of system specifications that drive system development and implementation. Can function as a liaison between IT and users and have both business and AI technical expertise. Reports to a manager. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Works on projects/matters of limited complexity in a support role.
0001 AB02	Artificial Intelligence Analyst – Level II	In addition to previous level's support, a Bachelor's degree and 6-years experience.
0001 AB03	Artificial Intelligence Analyst – Level III	In addition to previous level's support, Bachelor's degree and 10-years experience.
0001 AC01	Artificial Intelligence Engineer – Level I	Develop operating software that can be used for robots, artificial intelligence programs or other artificial intelligence applications. Work closely with other professions (e.g., electrical engineers, robotics engineers, machine learning, statistics, etc.) in order to produce systems that utilize artificial intelligence. Capability to adapt or change operating environments based on adding data. Programming systems to look for or seek out specific conditions and respond based on those factors. Clarify their objectives to others in their team and may be responsible for supervising other programmers as part of their duties.
0001 AC02	Artificial Intelligence Engineer – Level II	In addition to previous level's support, a Master's degree .

LCAT	Title	Position Description
0001 AC03	Artificial Intelligence Engineer – Level III	In addition to previous level's support, a Master's degree and 2-years experience; .
0001 AD01	Artificial Intelligence Programmer – Level I	Extending software that can be used for robots, machine learning, artificial intelligence programs or other artificial intelligence applications. Work closely with stakeholders in order to produce systems that utilize artificial intelligence. Capability to adapt or change operating environments based on adding data. Programming systems to look for or seek out specific conditions and respond based on those factors. Clarify their objectives to others in their team and may be responsible for supervising other programmers as part of their duties.
0001 AD02	Artificial Intelligence Programmer – Level II	In addition to previous level's support, 4-years of experience.
0001 AD03	Artificial Intelligence Programmer – Level III	In addition to previous level's support, a Master's degree.
0001 AE01	Application Engineer – Level I	Analyze functional business applications and design specifications for functional activities – both for standalone application and Apps. Translate detailed design into application systems. Test, debug, and refine applications to produce the required product. Prepare required documentation, including both program-level and user-level documentation. Enhance applications to improve performance and add functionality. Provide technical direction to engineers to ensure program deadlines are met.
0001 AE02	Application Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 AE03	Application Engineer – Level III	In addition to previous level's support, a Master's degree.
0001 AF01	Application Programmer – Level I	Assist with the analysis of information requirements. Supports senior team members in the development of code. Aid in the evaluation of problems with workflow, organization, and planning and help in the development of appropriate corrective action.
0001 AF02	Application Programmer – Level II	In addition to previous level's support, 3-years of experience.
0001 AF03	Applications Programmer – Level III	In addition to previous level's support, 6-years of experience.
0001 AG01	Application Systems Analyst – Level I	Provide analysis and design of business systems for different applications such as: financial, accounting, human resources, and other enterprise systems. Handle test scripts and service requirements; work closely with end users on project development and implementation. Analysts should have a working knowledge of relational database environments, structured analysis, data modeling, information engineering, mathematical model building, sampling, and cost accounting to plan the system. Specify the inputs to be accessed by the system, design the processing steps, and format the output to meet the users' needs. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Designs, codes, tests, debugs, and documents those information systems/programs. Prepare cost-benefit and return-on-investment analyses to help management decide whether implementing the proposed system will be financially feasible. Possess excellent verbal and written communications skills.
0001 AG02	Application Systems Analyst – Level II	In addition to previous level's support, a Master's degree.

LCAT	Title	Position Description
0001 AG03	Application Systems Analyst – Level III	In addition to previous level's support, a Master's degree and 2-years experience.
0001 AH01	Automation Engineer – Level I	Works independently or as part of a team to define, design and implement automated process/solutions and features for hardware or software related systems. Is an expert in one or more software languages used in developing automated and is an expert with industry standard testing tools and devices. Can perform test execution or hand off execution of tests to other engineers. Strong planning and documenting of use cases and use of industry standard documentation software.
0001 AH02	Automation Engineer – Level II	In addition to previous level's support, 6-years of experience.
0001 AH03	Automation Engineer – Level III	In addition to previous level's support, a Master's degree and 2-years experience.
0001 AJ01	Biostatistician – Level I	Specialize in the application of statistics and/or computer technology to biological studies applying the use of statistical software packages, such as SAS, BMDP, SPSS, or PL/1.
0001 AJ02	Biostatistician – Level II	In addition to previous level's support, 4-years of experience.
0001 AJ03	Biostatistician – Level III	In addition to previous level's support, 8-years of experience.
0001 AK01	Business Analyst – Level I	Provide expertise in business process and system analysis, design, improvement, and implementation efforts and in translating business process needs into technical requirements. Provide expertise in change management and training support. Provide organizational and strategic planning for a wide variety of technical and functional environments. Provide expertise in, but not limited to, Configuration Management, Strategic Planning, Knowledge Management, Business Analysis and Technical Analysis.
0001 AK02	Business Analyst – Level II	In addition to previous level's support, 4 years of experience.
0001 AK03	Business Analyst – Level III	In addition to previous level's support, 8 years of experience.
0001 AL01	Business Process Reengineering Specialist – Level I	Apply process improvement, reengineering methodologies, and internet-related methodologies and principles to conduct process modernization projects. Assist senior staff with effective transitioning of existing organizations or project teams in accomplishing the organization's goals or project activities and objectives through improved use of internet and other automated processes. Support activity and data modeling, development of modern business methods, identification of best practices, and creating and assessing performance measurements. Provide group facilitation, interviewing, training, and additional forms of knowledge transfer. Provide daily assistance/direction to other contractor business reengineering specialists and web architects. Commensurate education and experience.
0001 AL02	Business Process Reengineering Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AL03	Business Process Reengineering Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 AM01	Chief Information Security Officer	Responsible for determining enterprise information security standards. Develop and implements information security standards and procedures. Provide tactical information security advice and examining the ramifications of new technologies. Ensure that all information systems are functional and secure. In charge of IT risk evaluations, audits, and security incident investigation. 8+ years of managerial experience within

LCAT	Title	Position Description
		one or more of the following disciplines: security operations, cyber risk and cyber intelligence, data loss and fraud prevention, security architecture, identity and access management, program management, Investigations and forensics or governance.
0001 AM02	Chief Information Security Officer – Deputy	Assist the Chief Information Security Officer – Ensuring that all information security management operations are functioning. 6+ years managerial experience in all phases of information security management. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 AN01	Cloud Architect – Level I	Designs and implements enterprise infrastructure and platforms required for cloud computing. Analyzes system requirements and ensures that systems will be securely integrated with current applications. Has a deep understanding of system development in cloud environments, including Software as Service (SaaS), Platform as Service (PaaS), or Infrastructure as a Service (IaaS). Reports to a manager or head of a unit/department. Work is generally independent and collaborative in nature. Requires a bachelor's degree in area of specialty.
0001 AN02	Cloud Architect – Level II	In addition to previous level's support, 4-years of experience.
0001 AN03	Cloud Architect – Level III	In addition to previous level's support, 8-years of experience.
0001 AP01	Cloud Engineer – Level I	Implements and designs server, network, and software configurations for a cloud computing infrastructure and applications with a focus on DevOps principles. Monitors the performance of systems. Familiar with standard concepts, practices, and procedures of cloud technology, including Software as Service (SaaS), Platform as Service (PaaS), or Infrastructure as a Service (IaaS).
0001 AP02	Cloud Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 AP03	Cloud Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 APQ1	Cloud Migration Specialist – Level I	Develops migration strategies for applications, servers, etc. for a cloud computing infrastructure and applications with a focus on DevOps principles. Develops metrics, plans and acceptance criteria for the migration of systems. Familiar with standard concepts, practices, and procedures of cloud technology, including Software as Service (SaaS), Platform as Service (PaaS), or Infrastructure as a Service (IaaS).
0001 AQ02	Cloud Migration Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AQ03	Cloud Migration Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 APR1	Communications Specialist – Level I	Provides support for designing and developing varied communications materials including briefings, graphics, reports, and data visualizations using best practices.
0001 AR02	Communications Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AR03	Communications Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 AS01	Computer Scientist – Level I	Act as a senior consultant in complex or mission critical client requirements. Develop, modify, and apply computer modeling and programming applications to analyze and solve mathematical and scientific problems affecting system and program performance. Participate in all phases of scientific and engineering projects such as research, design, development, testing, modeling, simulating, training, and documentation.
0001 AS02	Computer Scientist – Level II	In addition to previous level's support, 4-years of experience.

LCAT	Title	Position Description
0001 AS03	Computer Scientist – Level III	In addition to previous level's support, 8-years of experience.
0001 AT01	Computer Systems Analyst – Level I	Analyze information requirements. Evaluate analytically and systematically problems of workflow, organization, and planning and assists Senior Computer Systems Analyst and Computer Systems Analyst develop appropriate corrective action. Help develop plans for automated information systems from project inception to conclusion. Define the problem, and develop system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Under the supervision of a Senior Computer Systems Analyst or a Computer Systems Analyst, coordinate closely with programmers to ensure proper implementation of program and system specifications. Develop, in conjunction with functional users, system alternative solutions.
0001 AT02	Computer Systems Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 AT03	Computer Systems Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 AU01	Configuration Management Specialist – Level I	Provide configuration management planning. Describe provisions for configuration identification, change control, configuration status accounting, and configuration audits. Regulate the change process so that only approved and validated changes are incorporated into product documents and related software.
0001 AU02	Configuration Management Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AU03	Configuration Management Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 AV01	Consultant – Level I	Possesses knowledge, some experience, or capabilities in the development of solutions, recommendations, or outcomes across multiple tasks and/or organizations. Supports the development of solutions to address organization's challenges. Supports project objectives and helps assess the impact of industry trends, policy, or standard methodologies. Conducts activities in support of project team's objectives.
0001 AV02	Consultant – Level II	In addition to previous level's support, 4-years of experience.
0001 AV03	Consultant – Level III	In addition to previous level's support, 8-years of experience.
0001 AW01	Cost Analyst – Level I	Perform functional economic analysis to evaluate the costs of alternative ways to accomplish functional objectives, analyze investment costs, benefits, and risks as a net change to the functional baseline cost, and the cost of doing business now and in the future, ensuring that cross-functional, security, and other integration issues are addressed. Commensurate education and training.
0001 AW02	Cost Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 AW03	Cost Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 AX01	Cyber Security Specialist – Level I	Assists with the development and implementation of information assurance (IA), and security standards and procedures. Coordinates, develops, and evaluates security programs for an organization. Performs analysis, design, and development of security features. Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Performs vulnerability/risk analyses of systems and

LCAT	Title	Position Description
		<p>applications during all phases of the system development life cycle. Assists in the coordination and escalation of security incidents based on the tiered Incident Response approach. Has experience with experience in threat analysis, hunting, experience with multiple Security information and event management (SIEM) software and analyst detection workflow. Performs at an entry-level or development level assignments.</p>
0001 AX02	Cyber Security Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 AX03	Cyber Security Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 AY01	Data Entry Clerk – Level I	<p>Perform data entry via on-line data terminal, key-to-tape, key-to-disk, or similar device. Transfers data from electronic and hard-copy files and verify data entered, where applicable. Requires knowledge of computer software application.</p> <p>Operates data entry device, records or verifies a variety of standard and/or complex coded or uncoded business and statistical source data. Familiar with a variety of the field's concepts, practices, and procedures.</p> <p>Minimum Education: High School/GED.</p>
0001 AY02	Data Entry Clerk – Level II	In addition to previous level's support, 4-years of experience.
0001 AY03	Data Entry Clerk – Level III	In addition to previous level's support, 8-years of experience.
0001 AZ01	Data Scientist – Level I	<p>Identifies business trends and problems through complex big data analysis. Interprets results from multiple sources using a variety of techniques, ranging from simple data aggregation via statistical analysis to complex data mining independently. Designs, develops and implements the most valuable business solutions for the organization. Prepares big data, implements data models and develops database to support the business solutions. Requires an advanced degree. Reports to a manager or head of a unit/department. Works autonomously. Goals are generally communicated in solution or project goal terms. May provide a leadership role for the work group through knowledge in the area of specialization. Works on advanced, complex technical projects or business issues requiring state of the art technical or industry knowledge</p> <p>Minimum Education and Experience: Master's Degree or 10+ years of related experience.</p>
0001 AZ02	Data Scientist – Level II	In addition to previous level's support, and 4-years of experience.
0001 AZ03	Data Scientist – Level III	In addition to previous level's support, and 8-years of experience.
0001 BA01	Data Security Specialist – Level I	<p>Provide support to plan, coordinate, and implement the organization's information security. Provide support for facilitating and ensuring agencies identify their current security infrastructure and define future programs, design and implement security profiles (e.g., firewall and other related security issues on LANs/WANs, mobile computer, web interfaces, device security, etc.). A working knowledge of several of the following areas is required: understanding of business security practices and procedures; knowledge of current security tools available; hardware/software, firewalls and their implementation; different communication protocols; encryption techniques/tools; familiarity with commercial products (e.g., Splunk, Fireye, Domain Name Systems, public key encryption technology, Smartcard, Cyberguard, TimeStep), and current Internet and electronic commerce technology.</p>

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0001 BA02	Data Security Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BA03	Data Security Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BB01	Data Standardization Specialist – Level I	Provide technical support in the evaluation of prime object names, data elements, and other objects. Evaluate proposed objects and their attributes. Ensure that proposed object definitions are clear, concise, technically correct, and that they represent singular concepts. Ensure that the values of object attributes and domains are accurate and correct. Ensure proposed objects are consistent with data and process models.
0001 BB02	Data Standardization Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BB03	Data Standardization Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BC01	Database Administrator – Level I	Design, manage and maintain database of high complexity. Analyze database requirements of assigned projects. Analyze and determine information needs and elements, database relationships and attributes, proposed manipulation, data flow and storage requirements, and data output and reporting capabilities. Apply knowledge of database management systems to coordinate maintenance and changes to databases. Test and implement changes or new database designs. Perform database recovery and back-up. Write logical and physical database descriptions, including location, space, access method, and security requirements. Provide direction to programmers and analysts as required to affect changes to database management systems. Provide answers to database questions. Knowledge of and ability to monitor databases, analyze and organize data, and apply new technology designs and programs. Evaluate and optimize database configuration and access. Advise users on access to multiple databases, and resolve database performance and capacity issues; data confliction and inappropriate usage.
0001 BC02	Database Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 BC03	Database Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 BD01	Database Management Specialist – Level I	Manage the development of data base projects. Monitor database usage and statistics. Reallocate resources to maximize benefits. Prepare and deliver presentations on database management system (DBMS) concepts. Provide administrative support specifically dedicated to the requirements of the project team. Perform data entry, queries data research and reports generation activities. Knowledge of relational database environment.
0001 BD02	Database Management Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BD03	Database Management Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BE01	Database Specialist – Level I	Evaluate and recommend available DBMS products to meet user requirements. Define file organization, indexing methods, and security procedures for specific user application. Test and assist in the implementation of changes or new database designs. Commensurate experience and education.

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0001 BE02	Database Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BE03	Database Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BF01	Data Warehousing Administrator – Level I	Responsible for overseeing the development, operations and maintenance of data warehouse environment, including organizational balance and system coherency between front-end desktop/client environment and data warehouse back-end processing functions. Perform and coordinate the data administration technical function for data warehouse development, maintenance and enhancement. Facilitate change control, problem management, and communication among data architects, programmers, analysts, and engineers. Establish and enforce processes to ensure consistent, well managed, and well-integrated data warehouse infrastructure. Must possess a strong understanding of source data, data modeling, and data repository requirements. Knowledge includes process and data modeling, data architectural development methodology, project management, data warehouse and data mart. Bachelor's degree in Computer Science or related field and Microsoft Certified Systems Engineer (MCSE) Data Platform or Business Intelligence, Oracle Database Certification, Institute for the Certification of Computing Professionals (ICCP) Certified Data Management Professional (CDMP), or similar certifications.
0001 BF02	Data Warehousing Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 BF03	Data Warehousing Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 BG01	Data Warehouse Analyst – Level I	Responsible for gathering and assessing business information needs and preparing system requirements. Design, implement and support data warehousing. Implement business rules via stored procedures, middleware, or other technologies. Define user interfaces and functional specifications. Possess working knowledge of Relational Database Management Systems (RDBMS) and data warehouse front-end tools, including the knowledge of data warehouse and data mart concepts. Bachelor's degree in Computer Science or related field and Microsoft Certified Systems Engineer (MCSE) Data Platform or Business Intelligence, Oracle Database Certification, Institute for the Certification of Computing Professionals (ICCP) Certified Data Management Professional (CDMP), or similar certifications.
0001 BG02	Data Warehouse Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 BG03	Data Warehouse Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 BH01	Data Warehouse Programmer – Level I	Provide product support and maintenance of the data warehouse. Perform data warehouse design and construction. Prepare/implement data verification and testing methods for the data warehouse. Bachelor's degree in Computer Science or related field and Microsoft Certified Systems Engineer (MCSE) Data Platform or Business Intelligence, Oracle Database Certification, Institute for the Certification of Computing Professionals (ICCP) Certified Data Management Professional (CDMP), or similar certifications.
0001 BH02	Data Warehouse Programmer – Level II	In addition to previous level's support, 4-years of experience.

LCAT	Title	Position Description
0001 BH03	Data Warehouse Programmer – Level III	In addition to previous level's support, 8-years of experience.
0001 BJ01	Desktop Support Specialist – Level I	Provide area-specific technical support at the program or division level (i.e., project coordination, configuration management, etc.). Assist others through organization help desk software and other remote access desktop programs; Act as initial point of contact for all computer and system related concerns from clients or other employees; resolve technical issues concerning customer's accounts / software infrastructure and support computer software integration diagnosing and troubleshooting common problems. Resolve technical issues related to network interruptions and assist in the Installation and configuration of computer systems and applications. Experience in Desktop Support required. May require certification in industry-specific networks or operating systems. Minimum education requirement, High School/GED.
0001 BJ02	Desktop Support Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BJ03	Desktop Support Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BK01	Digital Media Specialist/Technician – Level I	Digitize media (e.g., images, text, sounds, films, etc.) into databases for preservation and enhancement by imaging software. Use hardware and software to fine-tune original digital media for color and resolution and perform quality assurance. Store digital media on various platforms. Maintain records of workflow, media creation and storage of digital files. Develop procedures for programming and execution of software to manipulate digital images.
0001 BK02	Digital Media Specialist/Technician – Level II	In addition to previous level's support, 4-years of experience.
0001 BK03	Digital Media Specialist/Technician – Level III	In addition to previous level's support, 8-years of experience.
0001 BL01	Disaster Recovery Specialist – Level I	Previous experience in business recovery or disaster recovery planning required. General knowledge of business processes, management structures, and technology programs/platforms are preferred. Strong verbal and written communications skills are desirable. Provide support in the development of a government agencies emergency management and business recovery plans; perform functions pertaining to the agencies business risk assessments; review and develop business recovery strategies; draft procedures for identifying failures and invoking contingency plans; create response procedures and identifying communications channels; communicate with various response teams during testing and actual execution of recovery procedures. Support the design, development, installation, implementation and administration of backup solutions. Make recommendations to the user community and the operations group on system enhancements.
0001 BL02	Disaster Recovery Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BL03	Disaster Recovery Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BM01	Document Support Specialist – Level I	Edit, compose, and prepare memoranda of a technical and/or managerial nature. Maintain logs relating to work in progress, meetings, etc. Prepare specialized communications, maintain logs on

LCAT	Title	Position Description
		communications sent and received, arrange and log special shipments of records. Documentation will often involve flow diagrams, configuration drawings, functional systems flow diagrams, graphics, etc. Knowledge of the use of word processing software and the use of advanced software features such as style sheets and macros.
0001 BM02	Document Support Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BM03	Document Support Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BN01	Enterprise Resource Planning (ERP) Specialist – Level I	Acts independently or with a team to determine program needs and system requirements as they pertain to ERP Systems and their solutions within an organization. Provides instruction, assistance, and support services to ERP System end-users. Applies knowledge of human resources, finance, budget, procurement, payroll, time and labor, benefits, and policies and procedures to resolve concerns or questions reported by ERP system end-users. Acts as a liaison between application end-users and technical support. Assists in the creation and updating of ERP system policies and procedures, business rules, end user desk aids, and training materials. Assists in the facilitation of training sessions and participates in user group meetings. Works with technical support to restore, correct and/or recover data, and to develop and design custom reports. Provides management with reports as needed. Tests new system functionality, reports, and queries in test databases. Reviews system records and provides information to the ERP System Functional Analysts on issues or concerns identified. Utilizes knowledge of ERP Systems to assist in identifying processes and constructing process flows. Assists in troubleshooting system problems. Provides input into improving system reliability, availability and performance.
0001 BN02	Enterprise Resource Planning (ERP) Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BN03	Enterprise Resource Planning (ERP) Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BP01	Facilitator – Level I	Assist group members of teams formed in developing information system specifications and functionality to communicate their ideas, information, and opinions more effectively. Manage the team meetings and workshops. Keep the team focused on the subject at hand to achieve objectives. Assures discussions are brought to conclusion.
0001 BP02	Facilitator – Level II	In addition to previous level's support, 4-years of experience.
0001 BP03	Facilitator – Level III	In addition to previous level's support, 8-years of experience.
0001 BPQ1	Financial Analyst – IT – Level I	Determine the feasibility of automating government financial business practices. Support definition of government financial business practices and incorporate processes into an automated solution. Assist in applying sound accounting and data processing principles. Integrate government financial business practices. Identify potential problems and solutions through analysis and recommends solutions. Work with functional specialists, vendors, and customers to effectively automate requirements. Apply applications, while adhering to established accounting principles and practices.
0001 BQ02	Financial Analyst – IT – Level II	In addition to previous level's support, 4-years of experience.

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0001 BQ03	Financial Analyst – IT – Level III	In addition to previous level's support, 8-years of experience.
0001 BPR1	Functional Analyst – Level I	Analyze user needs to determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task.
0001 BR02	Functional Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 BR03	Functional Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 BS01	Geographic Information System (GIS) Specialist – Level I	Develop, maintain and update Geographic Information System (GIS) databases; capture and analyze spatial and geographic data; obtain data from city, state, federal and private sources; receive and review maps, land parcel records and engineering documents. Identify pertinent GIS information and convert data into proper GIS formats. Ensure accuracy and completeness; enter data into databases; and update essential GIS layers and databases. Create a variety of maps and GIS related documents.
0001 BS02	Geographic Information System (GIS) Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BS03	Geographic Information System (GIS) Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BT01	Graphical User Interface Designer – Level I	Provide specialized expertise in the design and layout of graphical user interfaces, particularly, screen layouts and functionality for web applications. Conduct studies, testing and evaluation of screen prototypes for functionality, ease of use, efficiency, and accuracy.
0001 BT02	Graphical User Interface Designer – Level II	In addition to previous level's support, 4-years of experience.
0001 BT03	Graphical User Interface Designer – Level III	In addition to previous level's support, 8-years of experience.
0001 BU01	Graphics Specialist – Level I	Conceptualize, design, and develop a wide variety of information materials (technical, promotional, informational), such as forms, labels, brochures, meeting and conference handouts, slides, posters, and other presentation aids in both digital and physical media. Design other visuals such as logos, mastheads, and illustrations for articles in technical manuals, health journals, and other publications using advanced desktop publishing, page layout, and/or typesetting software to design and develop high quality textual and graphic compositions that communicate complex technical information.
0001 BU02	Graphics Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BU03	Graphics Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BV01	Governance Specialist – Level I	Responsible for the development and running of Governance bodies (e.g., IT, CPIC, etc.), including, but not limited to, capturing minutes/actions, drafting and reviewing reports, formal and informal status briefings, developing governance programs, preparing status reports, and providing technical assistance on complex governance issues.
0001 BV02	Governance Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BV03	Governance Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BW01	Hardware Installation Technician – Level I	Conduct site surveys; assess and document current site network configuration and user requirements. Install various hardware meeting

LCAT	Title	Position Description
		design while addressing any physical site limitations. Analyze existing requirements and prepare specifications for hardware acquisitions. Prepare engineering plans and site installation Technical Design Packages. Develop hardware installation schedules. Prepare documentation for configuration changes at each site. Prepare site installation and test reports. Configure hardware (e.g., computers, communications devices, peripheral equipment, etc.). Install hardware. Train site personnel in proper use of hardware. Procure/manufacture specialized interconnecting cables, as required. Coordinate post installation operations and maintenance support.
0001 BW02	Hardware Installation Technician – Level II	In addition to previous level's support, 4-years of experience.
0001 BW03	Hardware Installation Technician – Level III	In addition to previous level's support, 8-years of experience.
0001 BX01	Help Desk Manager	Provide daily supervision and direction to staff who are responsible for AI, AI-assisted, chat, phone and/or in-person support to users in the areas of communications, collaboration tools, and applications. Serve as the first point of contact for troubleshooting Help Desk performance. Manage via performance metrics, gather and present usage statistics and information. 6+ year of experience.
0001 BX02	Help Desk Manager – Deputy	Assist the Help Desk Manager – Ensuring that all help desk systems are functioning. 4+ years managerial experience in all phases of help desk operations. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 BY01	Help Desk Specialist – Level I	Provide AI, AI-assisted, chat, phone, email, web, and/or in-person support to users in the areas of communications, collaboration tools, and applications. Serve as the initial point of contact for Program Services (e.g., IT, Provisions, HR, etc.). Minimum educational requirement is a High School/GED.
0001 BY02	Help Desk Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 BY03	Help Desk Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 BZ01	Information Engineer – Level I	Apply business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Apply, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Establish standards for information systems procedures. Develop and apply organization-wide information models for use in designing and building integrated, shared software and database management systems and data warehouses. Construct sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives.
0001 BZ02	Information Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 BZ03	Information Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 CA01	Information Security Analyst – Level I	Analyze and define security requirements. Assists in the design, development, and implementation of solutions. Gathers and organizes technical information about an organization's mission goals and needs,

LCAT	Title	Position Description
		existing security products, and ongoing programs. Assists in the performance of risk analyses which includes risk assessment.
0001 CA02	Information Security Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CA03	Information Security Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CB01	IT Policy/Legislative Specialist – Level I	Assist in interpreting and implementing public policy initiatives (e.g., IT, Budget, etc.). Typical support includes assistance with long-term strategy development, tracking legislation, and making policy recommendations.
0001 CB02	IT Policy/Legislative Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CB03	IT Policy/Legislative Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CC01	Strategic/Capital Planner – Level I	Provide strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project (e.g., IT, renovation, move, etc.). Provide the overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future. Assist in developing mission and vision statements, subsequent goal delineation, provide guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizes those initiatives. Assist in preparation of key strategic planning documentation, including Office of Management and Budget (OMB) Form 300.
0001 CC02	Strategic/Capital Planner – Level II	In addition to previous level's support, 4-years of experience.
0001 CC03	Strategic/Capital Planner – Level III	In addition to previous level's support, 8-years of experience.
0001 CD01	Knowledge Management Specialist – Level I	Assist in the design, development, and implementation of Knowledge Management (KM) strategies. Apply expertise in KM tools and deploy information management and content management strategies and experience. Comprehend and recognize key barriers to KM behavioral change and develop effective change management programs. Analyze business processes, interview stakeholders, and evaluate strategic and IT plans to develop KM programs. Develop KM governance structures and processes for implementing KM programs and systems and provide consulting thought leadership on current best practices in KM, portal design, and intellectual capital and content management.
0001 CD02	Knowledge Management Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CD03	Knowledge Management Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CE01	Medical Billing/Account Management Specialist – Level I	Provide technical analysis and verify the accuracy of invoices to ensure that full and accurate services and features are as requested. Input and validate service orders. Analyze vendor invoices, customer inventories of service and equipment, and service orders to assure rates are correct and in compliance with quoted prices and dates of service. Reconcile invoice and inventory records, ensuring accuracy of International Statistical Classification of Diseases and Related Health Problems (ICD) codes, if necessary, and advise the customer of discrepancies that could affect payment of invoices. Operate and update various data bases relative to task order and inventory maintenance.

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0001 CE02	Medical Billing/Account Management Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CE03	Medical Billing/Account Management Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CF01	Modeling and Simulation Specialist – Level I	Specify, design, develop, implement, and support projects that focus on dynamic or static modeling and simulation. Provide expertise in the application of modeling and simulation to design, engineering analysis, and control applications.
0001 CF02	Modeling and Simulation Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CF03	Modeling and Simulation Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CG01	Network Administrator – Level I	Support the installation, implementation, troubleshooting, and maintenance of agency wide-area networks (WANs) and local-area networks (LANs). Assist in designing and managing the WAN/LAN infrastructure and any processes related to the WAN/LAN. Provide Production Support of the Network, including day-to-day operations, monitoring and problem resolution client Networks. Provide second level problem identification, diagnosis and resolution of problems. Support the dispatch of circuit and hardware vendors involved in the resolution process. Support the escalation and communication of status to agency management and internal customers. A working knowledge is desirable in various software systems and architectures, communications protocols: and network hardware devices.
0001 CG02	Network Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 CG03	Network Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 CH01	IT Support Technician – Level I	Provide support to monitor, install and perform maintenance on personal computers, laptop computers, software, and networks. Provide support in responding to system user requests for assistance. Provide support for on-the-spot diagnostic evaluations, implementation of corrections, and training users in proper operation of systems and programs. Provide support to: install and provide basic support for approved PC software; perform upgrades to all computer platforms, train office staff on computers, maintain logs and inventory of equipment repairs, assist in administering all computer platforms as directed and assist in resolving any operations problems. Support network administration with server maintenance and administration. Require general knowledge of enterprise management products (e.g., Desktop, application, network, etc.) including, but not limited to, Microsoft, Macintosh, ServiceNow, CISCO, UNIX, etc.
0001 CH02	IT Support Technician – Level II	In addition to previous level's support, 4-years of experience.
0001 CH03	IT Support Technician – Level III	In addition to previous level's support, 8-years of experience.
0001 CJ01	Operations Manager	Manage computer operations. Ensure production schedules are met. Ensures computer system resources are used effectively. Coordinate the resolution of production-related problems. Ensure proper relationships are established between customers, teaming partners, and vendors to facilitate the delivery of information technology services.

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		Provide users with computer output. Supervise staff operations. 8+ years of experience.
0001 CJ02	Operations Manager – Deputy	Assist the Operations Manager – Ensuring that all operations are functioning. 6+ years managerial experience in all phases of operations management. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 CK01	Acquisition/Procurement Specialist – Level I	Provide analysis, design, development, testing, and implementation of computer software in support of a range of functional and technical requirements to provide support for procurement software development tasks. Provide expertise in procurement processing to develop automated systems.
0001 CK02	Acquisition/Procurement Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CK03	Acquisition/Procurement Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CL01	Program Analyst – Level I	Provide analytical consultative services required to administer programs throughout all phases of business requirements analysis, software design, system and performance testing, and implementation. Analyze and review budget, schedule, and other program resources. Identify resource shortfalls and make corrective recommendations. Participate in analysis sessions to provide program requirements. Review the business and system, software and system integration requirements to ensure the requirements meet the program needs. Consider alternatives and develop recommendations. Identify, communicate and resolve risks. Identify and resolve issues to eliminate or mitigate the occurrence of consequences that may impact the success of the project. Research and analyze resource material. Monitor system tests; reviews test results; identify project issues.
0001 CL02	Program Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CL03	Program Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CM01	Program Manager – Level I	Serve as the program manager typically responsible for organizing, directing, and managing all aspects of contract operational support functions involving multiple complex and inter-related project tasks that often require managing teams of contractor personnel at multiple locations. Provide overall direction of program activities. Manage and maintain contractor interface with the senior levels of the customer's organization. Consult with customer and contractor personnel to formulate and review task plans and deliverables, ensuring conformance with program and project task schedules and costs and contractual obligations. Establish and maintain technical and financial reports to show progress of projects to management and customers, organize and assign responsibilities to subordinates, oversee and be responsible for the successful completion of all assigned tasks.
0001 CM02	Program Manager – Level II	In addition to previous level's support, 4-years of experience.
0001 CM03	Program Manager – Level III	In addition to previous level's support, 8-years of experience.
0001 CN01	Project Leader – Level I	Consult in a specific functional area of project. Support the development of work plans to fulfill Government requirements. Support formulation of milestone schedules or other documented plans.
0001 CN02	Project Leader – Level II	In addition to previous level's support, 4-years of experience.
0001 CN03	Project Leader – Level III	In addition to previous level's support, 8-years of experience.
0001 CP01	Project Manager – Level I	Project Management Institute (PMI) certified or equivalent professionals, overseeing all aspects of the project, leading a team on large projects or

LCAT	Title	Position Description
		a significant segment of large and complex projects. Analyze new and complex project-related problems and create innovative solutions that normally involve the schedule, technology, methodology, tools, solution components, and financial management of the project. Provide applications systems analysis and long and short-range plans for application selection, systems development, systems maintenance, and production activities for necessary support resources.
0001 CP02	Project Manager – Level II	In addition to previous level's support, 4-years of experience.
0001 CP03	Project Manager – Level III	In addition to previous level's support, 8-years of experience.
0001 CPQ1	Public Health Analyst – Level I	Oversee and develop data management systems, including computer programs to monitor data quality (e.g., SAS, MS ACCESS, MS Excel, etc.). Analyze data for reports, presentations and publications; assist in the review of study data for data quality; organize study files, including data and correspondence files using common word processing software; perform scientific, medical and research literature searches and prepare slides for scientific presentations.
0001 CQ02	Public Health Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CQ03	Public Health Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CPR1	Public Relations Specialist – Level I	Develops of Public Relations (PR) strategies/campaigns at local, regional, national and international levels; reputation management; and/or social media programs. Facilitates the development/clarification of Client goals/mission, industry, audiences, objectives and challenges, news media outlets, and other message distribution channels. Drives the development of key messages, media relations outreach, social media initiatives, speech and presentation development, and community outreach programs. Maintains message consistency through all communication mediums.
0001 CR02	Public Relations Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CR03	Public Relations Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 CS01	Quality Assurance Analyst – Level I	Provide technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are adhered to, and for progress in accordance with schedules. Coordinate with the Project Manager and/or Quality Assurance Manager to ensure that problems are solved to the user's satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepare milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.
0001 CS02	Quality Assurance Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CS03	Quality Assurance Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CT01	Quality Assurance Manager	Establish and maintain a process for evaluating software and associated documentation. Determine the resources required for quality control. Maintain the level of quality throughout the software life cycle. Conduct formal and informal reviews at pre-determined points throughout the

LCAT	Title	Position Description
		development life cycle. Provide daily supervision and direction to support staff. 8+ years of experience.
0001 CT02	Quality Assurance Manager – Deputy	Assist the Quality Assurance Manager – Ensuring that all quality assurance operations are functioning. 6+ years managerial experience in all phases of quality assurance management. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 CU01	Quality Assurance Engineer – Level I	Provides leadership setting up QA or CM activities throughout lifecycle of projects. Conducts audits and reviews/analyzes data and documentation. Develops and implements procedures and test plans for assuring quality. Provides configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits. Regulates the change process so that only approved and validated changes are incorporated into product and related product documents.
0001 CU02	Quality Assurance Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 CU03	Quality Assurance Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 CV01	Quality Assurance Specialist – Level I	Develop and implement quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develop and define major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources for an actual task order. Establish and maintain a process for evaluating hardware, software, and associated documentation and/or assist in the evaluation. Conduct and/or participate in formal and informal reviews at pre-determined points throughout the development life cycle.
0001 CV02	Quality Assurance Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 CV03	Quality Assurance Specialist Level III	In addition to previous level's support, 8-years of experience.
0001 CW01	Quality Assurance Tester – Level I	Evaluates delivered code and reviews functional and technical specifications on the front end of the development process. Analyzes and defines existing business processes and interdependencies as well as test output, identifying discrepancies and clearly documents defects.
0001 CW02	Quality Assurance Tester – Level II	In addition to previous level's support, 4-years of experience.
0001 CW03	Quality Assurance Tester – Level III	In addition to previous level's support, 8-years of experience.
0001 CX01	Release Manager	Responsible for the management of the release lifecycle, focusing on coordinating various aspects of production and projects into one integrated solution. Responsible for ensuring that resources, timelines, and the overall quality of the process are all considered and accounted in any release plan. 8+ years of experience.
0001 CX02	Release Manager – Deputy	Assist the Release Manager – Ensuring that all release management operations are functioning. 6+ years managerial experience in all phases of release management. Experience directing employees and proficient in verbal and written communications skills. Ability to analyze, prioritize, organize, and solve problems.
0001 CY01	Release Management Analyst – Level I	Assists in the communication and coordination of an application/system 'release' with Test Managers, Development Managers, IT Operations,

LCAT	Title	Position Description
		Program/Project Management Office, etc. Reports risks and schedule impacts to the IT and Business Management.
0001 CY02	Release Management Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CY03	Release Management Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 CZ01	Risk Management Analyst – Level I	Conducts logical analysis of management problems and management information requirements. Collects and evaluates data to identify potential risks to the company. Identifies risk areas and creates narratives, graphics, and oral/written status reports. Conducts what-if analysis.
0001 CZ02	Risk Management Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 CZ03	Risk Management Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 DA01	Robotic Process Engineer – Level I	Improves business processes and supports critical business strategies through the use of automation. Manages the development, implementation, and maintenance robotic process automation within business applications/systems. Develops measurement to track process automation results. Works with a number of robotic process automation tools (e.g., Automation Anywhere, UiPath RPA, Blue Prism, Pega Platform, Laserfiche, WinAutomation, Automate Robotic Process Automation, ElectroNeek, Nintex RPA, Datamatics TruBot, etc.).
0001 DA02	Robotic Process Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 DA03	Robotic Process Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 DB01	Scientific Data Analyst – Level I	Provide high level expertise in applicable disciplines (e.g., public health, IT, scientific focus area, etc.) to collect, abstract, code, analyze, or interpret scientific data contained within information systems and databases related to the applicable discipline.
0001 DB02	Scientific Data Analyst – Level II	In addition to previous level's support, 4-years of experience.
0001 DB03	Scientific Data Analyst – Level III	In addition to previous level's support, 8-years of experience.
0001 DC01	SCRUM Master – Level I	Facilitate or guide a software development product owner, team, and organization on how to use Agile/Scrum concepts, values, practices, and principles focusing on improving team effectiveness. The Scrum Master leads discussions and decision making and assists in mediation of conflict resolution. Demonstrate expertise in eliciting and documenting business requirements from project stakeholders. Create Requirement Documents (RD) and based on the project need, develop Test Plans (TPs) and Test Cases.
0001 DC02	SCRUM Master – Level II	In addition to previous level's support, 4-years of experience.
0001 DC03	SCRUM Master – Level III	In addition to previous level's support, 8-years of experience.
0001 DD01	Subject Matter Expert – Level I	Provide technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation and implementation advice on moderately complex problems that require an appropriate level of knowledge of the subject matter for effective implementation. Apply principles, methods, and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical

LCAT	Title	Position Description
		problems in engineering and other scientific applications to arrive at automated solutions. Assist other senior consultants with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts.
0001 DD02	Subject Matter Expert – Level II	In addition to previous level's support, 10-years of experience.
0001 DD03	Subject Matter Expert – Level III	In addition to previous level's support, 20-years of experience.
0001 DE01	Supply Chain Risk Management – Level I	Provides support in analysis, planning, development, and life cycle support of various business projects/tasks. Manage inventory, excess, obsolescence, and supply chain risk in this highly cyclical business. Assist project/task engineering personnel in design and development of business support systems, including acquisition planning; support documentation; Manpower, Personnel and Training (MP&T); supply support; Packaging, Handling, Shipping, and Transportation (PHS&T); and project life cycle support. Identifies, evaluates and propose improvements to business systems, develop/revise support guidelines and instructions, and develop management reports addressing Supply Chain risk.
0001 DE02	Supply Chain Risk Management – Level II	In addition to previous level's support, 4-years of experience.
0001 DE03	Supply Chain Risk Management – Level III	In addition to previous level's support, 8-years of experience.
0001 DF01	System Administrator – Level I	Perform/manage the daily activities of configuration and operation of systems which may be mainframe, mini, or client/server based. Assist with the optimizing of system operation and resource utilization and perform system capacity analysis and planning. Plan, monitor, and provide assistance to users in accessing and using business systems.
0001 DF02	System Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 DF03	System Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 DG01	Systems Architect – Level I	Establish system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and ISO reference models, and profiles of standards – such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model – as they apply to the implementation and specification of information management solution of the application platform, across the Application Program Interface (API), and the external environment/software application. Ensure that the common operating environment is compliant with the Agency enterprise architecture and applicable reference models. Evaluate analytically and systematically problems of workflows, organization, and planning and develop appropriate corrective action. Manage staff/teams as necessary.
0001 DG02	Systems Architect – Level II	In addition to previous level's support, 4-years of experience.
0001 DG03	Systems Architect – Level III	In addition to previous level's support, 8-years of experience.

LCAT	Title	Position Description
0001 DH01	Systems Engineer – Level I	Perform additions and changes to communications, collaboration tools, and applications; include investigation, analysis, recommendation, configuration, installation, and testing of new hardware and software to meet communications, collaboration tools, and applications requirements. Provide direct support in the day-to-day operations on communications, collaboration tools, and applications (e.g., network hardware, operating systems, etc.), including the evaluation of supporting system utilization, monitoring response time and primary support for detection and correction of operational problems using knowledge of hardware and software installation and maintenance in the services environment.
0001 DH02	Systems Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 DH03	Systems Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 DJ01	System Programmer – Level I	Create and/or maintain operating systems, communications software, data base packages, compilers, assemblers, and utility programs. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications.
0001 DJ02	System Programmer – Level II	In addition to previous level's support, 4-years of experience.
0001 DJ03	System Programmer – Level III	In addition to previous level's support, 8-years of experience.
0001 DK01	Technical Writer/Editor – Level I	Assist in writing and/or edit technical documents, including business proposals, reports, user manuals, briefings and presentations, functional descriptions, system specifications, guidelines, special reports, and other project deliverables to meet contract requirements. Develop outlines and drafts for review and approval by technical specialists and project management ensuring that final documents meet applicable contract requirements and regulations. Research and gather technical and background information for inclusion in project documentation and deliverables. Consult relevant information sources, including library resources, technical and financial documents, and client and project personnel, to obtain background information, and verify pertinent guidelines and regulations governing project deliverables.
0001 DK02	Technical Writer/Editor – Level II	In addition to previous level's support, 4-years of experience.
0001 DK03	Technical Writer/Editor – Level III	In addition to previous level's support, 8-years of experience.
0001 DL01	Telecommunications Engineer – Level I	Provide support in the translation of business requirements into telecommunications requirements, designs and orders. Provide in-depth engineering analysis of telecommunications alternatives for Government agencies in support of their strategic modernization efforts. Provide telecommunications enhancement designs for medium and large-scale telecommunication infrastructures. Provide interface support to telecommunications end users, telecommunications operations personnel, and telecommunications strategic program management. Support telecommunications infrastructure using technology, and telecommunications engineering best practices; Transport Control Protocol / Internet Protocol (TCP/IP), routing protocols, Local Area Network (LAN) switching, Internet and Intranet systems, and Simple Network Management Protocol (SNMP) based network management systems. Lead design efforts that require in-depth technical knowledge of both wide area and local area communications. Analyze network performance with tools such as Sniffers; network management tools; the

LCAT	Title	Position Description
		conduct of capacity planning and performance engineering; modeling and simulation using industry tools. Perform comparative analysis of systems and designs based on merit and cost (in terms of capital and ongoing operations); and/or engineering economics (engineering-related cost benefit analysis). Coordinate post installation operations and maintenance support.
0001 DL02	Telecommunications Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 DL03	Telecommunications Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 DM01	Telecommunications Specialist – Level I	Formulate and develop communications requirements and design standards. Perform complex studies to determine networking capacities and reliability and make recommendations to augment and/or enhance existing communications networks. Provide technical problem diagnoses and resolution support for all associated subsystems, including line monitoring, modem loop-back tests, Local Area Network (LAN) performance monitoring and terminal failure determination. Provide hardware and software installation and configuration support.
0001 DM02	Telecommunications Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 DM03	Telecommunications Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 DN01	Test Engineer – Level I	Evaluate, recommend, and implement automated test tools and strategies. Design, implement, and conduct test and evaluation procedures to ensure system requirements are met. Develop, maintain, and upgrade automated test scripts and architectures for application products. Write, implement, and report status for system test cases for testing. Analyze test cases and provide regular progress reports. Serve as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications. Direct and/or participate in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.
0001 DN02	Test Engineer – Level II	In addition to previous level's support, 4-years of experience.
0001 DN03	Test Engineer – Level III	In addition to previous level's support, 8-years of experience.
0001 DP01	Training Specialist – Level I	Conduct the research necessary to develop and revise training courses. Develop and revise courses and prepare appropriate training catalogs. Prepare student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Train personnel by conducting formal classroom courses, workshops and seminars. Prepare reports and monitor training tasks in support of the goals of the Contractor Program Manager and the government sponsor(s) using standard training standards and software and hardware programs such as modeling and simulation and prototyping efforts. Provide input to the Project Leadership on which decisions for training validation and or modifications of specified items or systems can be corrected.
0001 DP02	Training Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 DP03	Training Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 DPQ1	User Experience Specialist – Level I	Applies the User Experience (UX) methodology to process and software design to eliminate drag. Analyzes the information present, understands the rationale behind the requirements and proposes interface designs based on user needs. This role is responsible for researching,

LCAT	Title	Position Description
		conceptualizing, designing and making applications more usable and user friendly.
0001 DQ02	User Experience Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 DQ03	User Experience Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 DPR1	Video Specialist – Level I	Provides specialized expertise in the audio and video capture and display of information.
0001 DR02	Video Specialist – Level II	In addition to previous level's support, 4-years of experience.
0001 DR03	Video Specialist – Level III	In addition to previous level's support, 8-years of experience.
0001 DS01	Web Content Administrator – Level I	Provide support for developing and providing Agency Web-site content that will motivate and satisfy government and civilian users' needs so that they will regularly access the site and utilize it as a major source for information, decision making and benefits delivery. Provide support for maintaining civil service handbook and policies/procedures on the agency Web; assisting in developing agency newsletter and civilian benefits communications; recommending new and innovative web uses as well as training and educating employees on the use and benefits of using the Web. Provide support in the location and pursuit of content and surveying internal customers to gather feedback for site improvement and enhancements. A working knowledge of several of the following are required: English (or Spanish), Journalism, graphic design or a related field, Web-site management, web servers, intranet site structures, and Web-related software (ex. MS FrontPage, Dream Weaver, Access, Hypertext Markup Language (HTML), and Web 2.0 software such as wikis, portals, and Microsoft SharePoint).
0001 DS02	Web Content Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 DS03	Web Content Administrator – Level III	In addition to previous level's support, 8-years of experience.
0001 DT01	Web Designer – Level I	Provide support in upgrading, maintaining and creating content for Agency website under the guidance of Web Project Manager. Provide day-to-day site design and creation. Experience in web design and development using Hypertext Markup Language (HTML) and Java is required. Provide on-the-job training for the development, maintenance, and updating of Web pages. Must have good communication skills and the ability to work with all levels of management and technical personnel. Must possess a working knowledge of browsers – including mobile, editors, graphic design software (e.g., PhotoShop, Illustrator). Experience with animation software and image optimization is desirable.
0001 DT02	Web Designer – Level II	In addition to previous level's support, 4-years of experience.
0001 DT03	Web Designer – Level III	In addition to previous level's support, 8-years of experience.
0001 DU01	Web Software Developer – Level I	Provide support to develop Web based applications including online customer service to transform government agencies to be able to deliver their services online. Provide support in developing the site concept, interface design, and architecture of the website. Provide support for the implementation of interfaces to applications. Working knowledge and experience coding in Java is required. Knowledge of several of the following areas is desirable: HTML, Java, Swift, Scala, JScript, JavaScript, VBScript, Elm, Rust, PERL, PYTHON, RUBY, CGI, SQL, PHP, Active Server Pages, Oracle, Active Data Objects, ActiveX, Plug-Ins, Visual Basic, C#, Visual C++, GIF, JPEG, MPEG, video/audio streaming, etc.

LCAT	Title	Position Description
0001 DU02	Web Software Developer – Level II	In addition to previous level's support, 4-years of experience.
0001 DU03	Web Software Developer – Level III	In addition to previous level's support, 8-years of experience.
0001 DV01	Webmaster – Level I	Gather requirements for Web sites using graphics software applications, techniques, and tools. Update Web sites using graphics software applications, techniques, and tools using knowledge of web-based technologies and of Extensible Markup Language (XML), Hypertext Markup Language (HTML), Photoshop, Illustrator, and/or other design-related applications. Support design group efforts to enhance look and feel of organization online offerings, mobile accessibility, etc. Upgrade Web site to support organization strategies and goals relative to internal/external communications.
0001 DV02	Webmaster – Level II	In addition to previous level's support, 4-years of experience.
0001 DV03	Webmaster – Level III	In addition to previous level's support, 8-years of experience.
0001 DW01	Wide Area Network Administrator – Level I	Maintain efficient functional systems, networks and communication connectivity for all users, keeping current on new developments for all assigned areas, including continually performing feasibility studies on how new products/technology would fit into existing system / Wide Area Network (WAN) / Local Area Network (LAN) infrastructures and developing implementation plans for the changes/upgrades. Analyze, plan (including long-range planning), test, implement and trouble shoot systems, wide area network and communications network systems.
0001 DW02	Wide Area Network Administrator – Level II	In addition to previous level's support, 4-years of experience.
0001 DW03	Wide Area Network Administrator – Level III	In addition to previous level's support, 8-years of experience.

## J.2 Past Performance Reference Contact Information

Contract Number: \_\_\_\_\_

Contract Value (including options): \$ \_\_\_\_\_

Period of Performance (including option periods)(within the last 3 years): \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Department (State Agency and/or Company as applicable)/Component: \_\_\_\_\_

Name of Person Completing Survey: \_\_\_\_\_

Role in this Contract (*circle one*):

Contracting Officer

Contract Specialist

Project Officer

Other (please describe):

Organizational Unit within the Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Alternate Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

General description of products/services required under the contract:

Please check one or more of the following that correspond to the scope of work performed:

- 1. IT Services for Biomedical Research or Healthcare
- 2. Chief Information Officer Support
- 3. ~~Imaging~~ Digital Media
- 4. Outsourcing
- 5. IT Operations and Maintenance
- 6. Integration Services
- 7. ~~Critical Infrastructure Protection and Information Assurance~~ Cybersecurity
- 8. Digital Government and Cloud Services
- 9. Enterprise Resource Planning
- 10. Software Development

**J.3 Past Performance Questionnaire**  
**(see attached)**

**Note:** This questionnaire must be filled out and signed by the past performance reference. The past performance reference must then be signed and emailed to ~~CIOSP4.NITAAC@nih.gov.~~

\_\_\_\_\_  
*(Name)* \_\_\_\_\_ *(Signature)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Email)*

\_\_\_\_\_  
*(Phone number)*

**This survey pertains to (project title):** \_\_\_\_\_

**Department (State Agency and/or Company as applicable)/Component:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Name of Person Completing Survey:** \_\_\_\_\_

**Signature of Person Completing Survey:** \_\_\_\_\_

**Your role in this Contract (circle one):**

**Contracting Officer** \_\_\_\_\_ **Contract Specialist** \_\_\_\_\_ **Project Officer**

**Other (please describe):** \_\_\_\_\_

**Contract Value (including options): \$** \_\_\_\_\_

**Period of Performance (including option periods):** \_\_\_\_\_

**Type of Contract:** \_\_\_\_\_

**General description of products/services required under the contract:**

**Please check one or more of the following that correspond to the scope of work performed:**

- 1. IT Services for Biomedical Research or Healthcare
- 2. Chief Information Officer Support
- 3. Imaging
- 4. Outsourcing
- 5. IT Operations and Maintenance
- 6. Integration Services

- 7. Critical Infrastructure Protection and Information Assurance
- 8. Digital Government
- 9. Enterprise Resource Planning
- 10. Software Development

### Rating Guidelines

Outstanding	Past performance met and exceeded many of the contractual requirements to the customer's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few or no minor problems for which corrective actions taken by the contractor were highly effective
Good	Past performance met and exceeded some of the contractual requirements to the customer's benefit. The contractual performance of the element or sub-element being assessed was with few or no minor problems for which corrective actions taken by the contractor were effective.
Acceptable	Past performance met minimum contractual requirements. The contractual performance of the element or sub-element may have contained some minor problems for which corrective actions taken by the contractor were effective.
Marginal	Past performance did not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflected a serious problem for which the contractor did not identify corrective actions. If the contractor proposed corrective actions, they were only marginally effective or were not fully implemented.
Unsatisfactory	Past performance did not meet most contractual requirements and recovery did not occur in a timely manner. The contractual performance of the element or sub-element contained serious problem(s) for which the contractor's corrective actions were ineffective.
Not Applicable (neutral)	No information or did not apply to your contract.

Except for a rating of not applicable, any rating better or worse than acceptable must be accompanied by a narrative describing how that rating was achieved in relation to the above rating guidelines. A narrative for a rating of acceptable is not required.

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### QUALITY OF SERVICE

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Outstanding  Good  Acceptable  Marginal  Unacceptable  Not Applicable

**Key Considerations:**

- Compliance with contract requirements
- Risk identification and mitigation
- Quality assurance

- Accuracy of reports
- Performance metrics
- Effectiveness of personnel
- Technical excellence / accomplishments

Narrative for a score other than acceptable (except not applicable):

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### SCHEDULE

Outstanding  Good  Acceptable  Marginal  Unacceptable  Not Applicable

**Key Considerations:**

- Met interim milestones
- Reliability
- Responsive to technical direction
- Completed on time including wrap-up and contract administration
- Met delivery schedules

Narrative for a score other than acceptable (except not applicable):

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### COST / PRICE CONTROL

Outstanding  Good  Acceptable  Marginal  Unacceptable  Not Applicable

**Key Considerations:**

- Record of forecasting and controlling target prices
- Current, accurate and complete billings
- Relationship of negotiated prices to actuals

➤ ~~Price efficiencies~~

~~Narrative for a score other than acceptable (except not applicable):~~

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### **Customer Satisfaction**

~~Outstanding  Good  Acceptable  Marginal  Unacceptable  Not Applicable~~

**Key Considerations:**

- ~~Effective management, including management of key personnel~~
- ~~Reasonable/cooperative behavior~~
- ~~Responsive to contract requirements~~
- ~~Notification of problems~~
- ~~Flexibility~~
- ~~Proactive vs reactive~~
- ~~Contractor Committed to Customer Service~~

~~Narrative for a score other than acceptable (except not applicable):~~

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### **SUBCONTRACTING MANAGEMENT (as applicable)**

~~Outstanding  Good  Acceptable  Marginal  Unacceptable  Not Applicable~~

**Key Considerations:**

- ~~Ability of contractor to manage subcontractor(s)~~
- ~~Ability to seamlessly integrate the subcontractors into contractor team~~

~~Narrative for a score other than acceptable (except not applicable):~~

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## PART IV – REPRESENTATIONS AND INSTRUCTIONS

### SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

The following provisions are displayed by full text:

#### **52.204-8 Annual Representations and Certifications**

**MAR 2020**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541512**.

(2) The small business size standard is **\$30 million**.

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

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

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

(i)  Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

(B) The provision with its Alternate I appli

es to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXX (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

     (vii) 52.227-6, Royalty Information.

         (A)Basic.

         (B)Alternate I.

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

(d)The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment OCT 2020**

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

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

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

(b) *Prohibition.*

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**52.209-7 Information Regarding Responsibility Matters**

**OCT 2018**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

**52.209-13 Violation of Arms Control Treaties or Agreements – Certification**

**JUL 2020**

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification.* [Offeror shall check either (1) or (2).]

\_\_ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified

annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.219-1 Small Business Program Representations

MAR 2020

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is- 541512.

(2) The small business size standard is \$30 million.

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

(c) Representations.

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.225-18 Place of Manufacture**

**AUG 2018**

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

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(End of provision)

**52.229-11 Tax on Certain Foreign Procurements — Notice and Representation**

**JUN 2020**

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means

- (1) A citizen or resident of the United States;
  - (2) A domestic partnership;
  - (3) A domestic corporation;
  - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
  - (5) Any trust if—
    - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
    - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that
- (1) It  is  is not a foreign person; and
  - (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
  - (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

**52.230-1 Cost Accounting Standards Notices and Certification JUN 2020**  
**(Other than Small Businesses and Emerging Large**  
**Businesses only)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1)  *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address  
of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2)  *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of  
Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3)  *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4)  *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*Caution:* Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

*Caution:* An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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(End of provision)

**52.230-7 Proposal Disclosure-Cost Accounting Practice Changes APR 2005  
(Other Than Small Businesses and Emerging Large  
Businesses only)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

## **SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 Solicitation Provisions Incorporated by Reference**

#### **FAR 52.252-1                      Solicitation Provisions Incorporated by Reference                      FEB 1998**

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

Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>.

**Table 9 – FAR Provisions Incorporated by Reference**

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	OCT 2016
52.215-1	Instructions to Offerors – Competitive Acquisition	JAN 2017
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010
52.215-20 ALT I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – ALT I	OCT 2010
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	OCT 2009
52.216-29	T&M/LH Proposal Requirements—Non-commercial Item Acquisition with Adequate Price Competition	FEB 2007
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance	OCT 2020

**Table 10 – HHSAR Provisions Incorporated by Reference**

352.239-73	Electronic Information and Technology Accessibility Notice	DEC 2015
352.219-70	Mentor-Protégé Program	DEC 2015

## **L.2 Solicitation Provisions Displayed by Full Text**

The following clauses are displayed by full text:

### **FAR 52.216-1**

#### **Type of Contract**

**APR 1984**

The Government contemplates awards of indefinite quantity indefinite delivery contracts resulting from this solicitation. Individual task orders may be fixed price, time and materials, cost reimbursement, or a hybrid of any of these contract types. They may be commercial or non-commercial.

(End of provision)

### **FAR 52.216-27**

#### **Single or Multiple Awards**

**OCT 1995**

The Government will award multiple task order contracts for the same or similar supplies or services under this solicitation. The following is an estimate as to the number and type of awards the government anticipates. The government may deviate from these numbers.

Other Than Small Business	About 75 to 125 awards
Emerging Large Business	About 20 to 40 awards
Small Business	About 100 to 125 awards
Woman Owned Small Business	About 20 to 40 awards
Veteran Owned Small Business	About 20 to 40 awards
Service Disabled Veteran Owned Small Business	About 20 to 40 awards
HUBZone	About 20 to 40 awards
8A	About 20 to 40 awards
Indian Economic Enterprise	About 5 to 10 awards
Indian Small Business Economic Enterprise	About 5 to 10 awards

Pursuant to FAR 19.1503(a), offerors must be sure their WOSB status is in accordance with 13 CFR Part 127.

If the apparent successful offeror has submitted a complete application that is pending certification at the time of initial offer, or certified, by the U.S. Small Business Administration (SBA), the offeror will be eligible for proposal or bid submission, per 13 CFR 127.504. Offerors that need assistance in submitting a complete application to beta.Certify.sba.gov are advised to contact the SBA Office of Government Contracting at [wosb@sba.gov](mailto:wosb@sba.gov)

(End of provision)

**FAR 52.233-2 Service of Protest**

**SEPT 2006**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the government Accountability Office (GAO), shall be served to the PCO by obtaining written and dated acknowledgment of receipt from:

**National Institutes of Health  
Information Technology Acquisition and Assessment Center (NITAAC) –  
[CIOSP4.NITAAC@nih.gov](mailto:CIOSP4.NITAAC@nih.gov)  
6011 Executive Blvd, Suite 503  
Rockville, MD 20852  
Attention: Rose Schultz, Procuring Contracting Officer**

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

(End Provision)

**L.3 Instructions to Offerors**

Pursuant to FAR 52.215-1(f)(1), The government intends to award contracts resulting from this solicitation to the responsible offerors whose proposals represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

Pursuant to FAR 52.215-1(f)(4), the government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The government reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

**L.3.1 Supplemental Information to 52.215-1:**

The following information supplements 52.215-1:

(c) Offerors shall submit their proposals via the NIH Secure Email and File Transfer Service. NIH will send an invitation to each offeror which will enable the offeror to upload their proposal. ~~Offerors must be added to the "Interested Vendors List" through [www.sam.gov](http://www.sam.gov). See attachment J.7 for instructions. Proposals submitted outside of the NIH Secure Email and File Transfer Service will not be accepted. To initiate the proposal submission process through SEFT, the offeror (and/or subcontractors submitting information directly to the government) must register at <https://nih.force.com/CIOSP4/s>. Registration must occur 24 hours before the due date of proposals.~~

(c)(3) The government must receive an offeror's proposal by 2 pm EST -July 08, 2021.

(c)(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time and may submit modifications in response to an amendment any time

before award.

The offeror must contact NITAAC via the NIH Secure Email and File Transfer Service and state they are submitting a modification to their proposal. If the offeror submits a modification, an entirely new complete copy of the proposal that incorporates the modification must be received by the government.

(d) Offeror expiration date. Proposals must be valid for a period of one year (365 days) from the proposal due date.

### **L.3.2 Competition Notice**

During this solicitation, socioeconomic categories are not competing against each other to receive awards. Only businesses within their respective socioeconomic category are competing against the other businesses within that category.

Emerging large business (ELB) is a category considered for IDIQ awards only. For purposes of task order awards, ELB is considered OTSB.

For example, a small business is not competing against an other than small business (OTSB). An OTSB is not competing against an ELB. An 8a business is not competing against a WOSB. Each socioeconomic category will its own set of evaluation criterion, particularly during Phase 1 Self Score Sheet.

Other Than Small Businesses	compete only against	Other Than Small Businesses
Emerging Large Businesses	compete only against	Emerging Large Businesses
Small Businesses	compete only against	Small Businesses
Woman Owned Small Businesses	compete only against	Woman Owned Small Business
Veteran Owned Small Businesses	compete only against	Veteran Owned Small Businesses
Service Disabled Veteran Owned Small Businesses	compete only against	Service Disabled Veteran Owned Small Businesses
HUBZone Small Businesses	compete only against	HUBZone Small Businesses
8a small businesses	compete only against	8a small businesses
Indian Economic Enterprises	compete only against	Indian Economic Enterprises
Indian Small Business Economic Enterprises	compete only against	Indian Small Business Economic Enterprises

### **L.3.3 Release of Information**

All offerors will be notified after each evaluation phase and at the time of award whether they are eliminated from the competition, or whether they will receive an award.

The government will not reimburse offerors for the costs of preparation and submission of a proposal.

### **L.3.4 Rejection of Multiple or Alternate Offers**

Only one proposal will be accepted from a single prime contractor. Multiple or alternate offers from the same prime contractor will be rejected. All though only one proposal is acceptable, an offeror is allowed to select multiple socio-economic categories.

This does not preclude an offeror from being a member of a CTA, JV, or in a mentor-protégé agreement while also submitting their own standalone proposal as a prime contractor. In this case, an offeror may submit as a prime contractor and also as part of the CTA, JV, or mentor-protégé arrangement.

### **L.3.5 News Releases**

The contractor shall not make any news release pertaining to this solicitation without prior approval from the PCO.

### **L.3.6 Clarifications Requested by the Government**

Any response to a clarification requested by the government shall be made by submitting a revised proposal as directed by the PCO.

Files that are uploaded must clearly identify any changes. This can be accomplished by using a different color for the revisions or through track changes in Microsoft Word. Documents must include a version number (example: Ver 1) and the date the change was made.

### **L.3.7 Instructions for CTAs, JVs, and Mentor-Protégé Agreements**

Potential offerors may form a CTA or a mentor-protégé arrangement that has been approved by the Small Business Administration.

#### **L.3.7.1 Contractor Team Arrangements**

The government will accept offers from the two types of CTAs defined in FAR 9.601.

9.601(1): Two or more companies form a partnership or joint venture to act as a potential prime contractor. This type of CTA will receive one contract award (for all members of the CTA).

9.601(2): A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified government contract or acquisition program.

~~An offeror may enter into Prime/Subcontractor arrangements as defined under FAR 9.601(2);~~

~~however, in this type of arrangement, only the prime will be considered in the evaluation for award of the GWAC except as specified under M.4.3 Contract Team Arrangements (CTAs).~~

### **L.3.7.2 Instructions regarding FAR 9.601(1) CTAs**

The offeror must provide the following information in their proposal. Failure to provide this information will result in the rejection of the offeror's proposal.

1. Purpose of the CTA
2. Identify the Parties
  - Identify the entities which make up the CTA relationship
  - The primary point of contact for each of the members of the team
  - The managing partner
  - Statement addressing the obligation of all parties to the CTA
  - Statement of how performance of the contract and resulting task orders would continue despite a withdrawal of any member.
  - Location of accounting and other administrative records for the duration of contract
  - Legal names of the CTA members
  - CTA corporate / physical address
  - CTA web address
  - DUNS number of the proposed CTA

3. Designation of a Team Lead

The CTA document shall identify the team lead and clearly explain the specific duties/responsibilities of the team lead to the other members of the team and to the government. The team lead must be the primary point of contact with the government while the proposal is under consideration. This means that the government will require permission from each non-lead member of the team for the government to discuss confidential / privileged information about the non-lead members of the CTA with the designated team lead.

This release shall include consent of the proposed CTA members to disclose their past performance information to the CTA lead.

4. Specific Duties/Responsibilities

The CTA document shall clearly describe the responsibilities of each member of the team as they relate to each other. It shall identify any guaranteed percentages of potential work allocated to the team members.

5. Management of Resources

The CTA document shall describe how the resources and experiences of each member will be used for contract performance. It shall also describe how each team

member will work together to accomplish their responsibilities identified in #4 above.

#### 6. Pricing and Cost

The CTA document shall explain how the team members have divided responsibilities for purposes of proposing price/costs. For example, if one member of the team is responsible for proposed price/costs for a particular labor category, while another entity in the CTA is proposing price/costs for a different labor category, the CTA documents shall identify which of the respective team members is responsible for proposing which specific price/cost information.

#### 7. Invoicing and Payment

The CTA document shall explain how the team members have addressed issues relating to invoicing and distribution of payments. For example, the CTA document shall identify which member of the team is responsible for invoicing the government and distributing payment. Under such circumstances, the CTA document shall clearly indicate that all team members agree to this method of payment. The CTA document shall also acknowledge that any dispute involving the distribution of payment will be resolved by the team members themselves, without any involvement by the government.

#### 8. Replacement of Team Members

The CTA document shall address the circumstances and procedures for replacement of team members, including the team lead.

#### 9. Duration of the CTA

The CTA document shall address the duration of the CTA, including when it becomes effective, when it expires, and the basis for termination.

#### 10. Representations and Certifications

All members of the CTA shall submit separate representations and certifications as required under Section K.

#### 11. Small Business CTAs

To be considered a small business, the other members of the CTA must all be small businesses, some other socioeconomic category of a small business, or an other than small business that has an SBA-approved mentor-protégé agreement with the eligible socio-economic business whose status the CTA is relying upon to compete for award. A FAR 9.601(1) CTA that is not a joint venture must demonstrate that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor / team lead.

#### 12. HUBZone, VOSB, SDVOSB, WOSB, and 8a CTAs

To be considered a HUBZone, VOSB, SDVOSB, WOSB, or 8a CTA, the prime contract / team lead must be a HUBZone, VOSB, SDVOSB, WOSB, or 8a business. The other members of the CTA must all be small businesses or some other

socioeconomic category of small business.

The CTA must state how the arrangement will guarantee that a minimum of 50 percent of the work under the contract will be performed by the prime contractor.

Additional restrictions may be applicable in FAR clauses 52.219-3, 52.219-14, 52.219-27, 52.219-29, or 52.219-30.

### **L.3.7.3 Instructions regarding FAR 9.601(2) CTAs**

Offerors forming CTAs as defined under FAR 9.601(2) are not required to submit any additional documentation regarding the proposed prime / subcontractor contractual relationship or the qualifications of the proposed subcontractors.

### **L.3.7.4 Instructions regarding mentor-protégé arrangements**

The offer must include a copy of their SBA approved mentor-protégé agreement. Failure to include a copy of this document will result in rejection of the offeror and elimination from the competition.

### **L.3.7.5 Additional Information Required from 8a Offerors**

Offerors proposing as 8a shall furnish evidence of qualification under the 8a program. In addition, to facilitate communications, the Offeror shall provide the following information regarding the offeror's cognizant servicing SBA field office:

1. Servicing SBA Field Office
2. Address
3. Cognizant SBA Business Opportunity Specialist's Name
4. Phone and Email Address

## **L.4 SEQUENCE OF EVENTS**

The government will use a three phased approach to evaluate offerors.

**Phase I:** The government will review the self-scoring sheets of all offerors and notify the offerors with the highest scores that will proceed to phase II of the evaluation.

**Phase II:** The government will review the offerors' documentation and compare it against the go / no-go requirements found in L.5.3 and M.3. Offerors that receive a go for all go / no-go requirements will proceed to phase III of the evaluation.

**Phase III:** The government will evaluate the offerors' Health IT capability management, past performance, and price proposals. An adjectival rating will be assigned to each offeror, and the most highly rated offerors will receive awards.

The following table summarizes the anticipated sequence of events, from solicitation release through solicitation due date. The government may deviate from this sequence.

**Table 10 – Sequence of Events**

STEP	EVENT	Date/Time (ET)
1.	Release RFP	5/25/2021
2.	Deadline for questions from offerors	6/01/2021 – 12 Noon
3.	Government posts answers to some questions from offerors	6/11/2021 – COB
4.	Proposals due	7/08/2021 – 2pm

**\* All questions must be submitted in the format provided in Attachment J.4. Questions submitted outside of the Attachment J.4 format will not be considered. Questions shall be submitted as an attachment to the [CIO-SP4.NITAAC@nih.gov](mailto:CIO-SP4.NITAAC@nih.gov) email box on or before the mentioned due date. Questions submitted after the due date will not be considered.**

### **L.5 PROPOSAL FORMAT**

Offerors shall not provide elaborate brochures or other presentations beyond what is sufficient to present a complete and effective proposal.

Proposal files must follow the following format/page set up parameters:

1. Page Size:
  - Width: 8.5 inches
  - Height: 11.0 inches
2. Paragraph Spacing: Single spaced. Each paragraph shall be separated by at least one blank line.
3. Margins: Top, Bottom, Left and Right 1-inch margins for all pages
  - Header and Footers may be placed in the margin but shall not contain proposal content
  - Gutter – 0 inches
  - From Edge – Header, Footer – 0.5 inches
4. Font Size and Style – Minimum:
  - 12-point Times New Roman font for Text
  - 10-point font in the Arial family for Tables
  - 10-point font in the Arial family for Graphics
5. Tables and graphics may be landscape; all other text must be portrait.
6. Proposals shall be less than **4GB-100MB** in size when submitted through the NIH Secure Email and File Transfer Service. **We request that you attach all required documents in a zip file.**

If the offeror uses a different format (font size, margin, etc.), the government reserves the right

to adjust the proposal to fit the parameters of the format required by the RFP. If this results in the proposal exceeding the page limitations in any one area, the government will not consider those excess pages.

Anything not specifically excluded from any page limit are counted against the total number of pages for each section. Any cover page, table of contents, or table of figures included within a proposal section is included within any applicable page limitation of the respective section.

The offeror's proposal shall be organized in accordance with the following table.

**Table 11 – Proposal Format**

VOLUME	PHASE	TITLE	PAGE LIMIT
I	I	Section 1 – Administrative Information  Section 2 – Self-scoring Sheet  Section 3 – Self-scoring Sheet Documentation	None

<p>II – Go / No-Go Requirements</p>	<p>II</p>	<p>Section 1 – Go / No-Go Requirements</p> <ul style="list-style-type: none"> <li>• Verification of adequate accounting system</li> <li>• SF 1407 (REV 1/2014)</li> <li>• Small business subcontracting plan (OTSBs and ELBs only)</li> </ul> <p>Section 2 – Completed Reps and Certs from Section K</p> <ul style="list-style-type: none"> <li>• 52.204-8,</li> <li>• 52.204-24,</li> <li>• 52.209-7,</li> <li>• 52.209-12,</li> <li>• 52.209-13,</li> <li>• 52.219-1,</li> <li>• 52.225-18, and</li> <li>• 52.229-11.</li> </ul>	<p>None</p>
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VOLUME	PHASE	TITLE	PAGE LIMIT
		In addition to the above, OTSBs and ELBs must complete the following representations and certifications. <ul style="list-style-type: none"> <li>• 52.230-1and</li> <li>• 52.230-7.</li> </ul>	
III – Health IT Capability	III	Health IT	Maximum of 3 pages.
IV – Management Approach	III	Subfactor 1 – Program Management  Subfactor 2 – Resources  (Resumes shall be submitted in a separate file. Resume file has no page limit)  Subfactor 3 – Corporate Commitment	Subfactor 1: Maximum of 4 pages  Subfactor 2: Maximum of 3  Subfactor 3: Maximum of 2 pages
V – Past Performance	III	Section 1 – Past Performance References  Section 2 – Past Performance Narratives  Section 3 – Responses to any unacceptable ratings for CPARS (if applicable)	1 page per past performance narrative. Maximum of three pages total.  1 page per CPARS response (if applicable). No maximum overall limit for CPARS responses.
VI – Price	III	Section 1 – Pricing Tables (completed tables 2 and 3)	No page limit for any section.

In accordance with FAR 52.215-1(e) Restriction on disclosure and use of data, offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

*This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and*

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

### **L.5.1 Volume I Section 1 – Administrative Information**

FAR 52.215-1(c)(2) is tailored as follows. In volume I section 1, the offeror must provide:

- i. The solicitation number;
- ii. The name, address, email address, website URL, and telephone number of the offeror
- iii. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- iv. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- v. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- vi. Name, email address, and phone number of the program manager that will be appointed for those duties stated in G.3.2.1 of this solicitation.
- vii. Name, email address, and phone number of the contract administrator that will be appointed for those duties stated in G.3.2.2. of this solicitation.
- viii. The task areas the offeror is proposing
- ix. The size status of the offeror. Small business (and all types of small business / IEE and ISBEE socioeconomic groups) may rely on their SAM certifications in 52.219-1 and do not need to provide additional documentation to prove their size status unless requested by the government. This excludes documentation such as 8a documentation required in L.3.7.

If the offeror is proposing as an emerging large business, they must provide documentation that shows their average yearly revenue for the last five years was

between \$30M and \$500M per year. An example of this documentation is an income statement. Any business with average yearly revenue greater than \$500M per year for the last five years is considered another than small business.

- x. Any CTA, JV, mentor-protégé, or 8a documentation, such as that required in L.3.7.
- xi. If the offeror has or envisions a potential OCI in performing the work, the offeror shall identify this in the proposal and, if appropriate, provide a mitigation strategy. Offerors found to have an apparent or actual conflict of interest for which no acceptable mitigation strategy is possible will be removed from further consideration.

### **L.5.2 Volume I Section 2 – Self-scoring Sheet**

The offeror must fill out column E of rows 5 through 17 of the self-scoring sheet.

The total amount of points an offeror receives is shown in cell E19. This is the score the government will use to determine whether the offeror advances to phase II or is eliminated from the competition. Only the offerors who score the highest will advance to the next phase.

The offeror does not have to enter any data for rows 21 through 63. These rows show the evaluation scheme of this solicitation for informational purposes only.

#### **L.5.2.1 Row 8 Corporate Experience:**

For each task area the offeror is proposing, the offeror must provide corporate experience examples relevant to those task areas. Offerors must provide a minimum of three corporate experience examples. Up to 30 examples may be provided, with no more than three examples per task area.

At least one corporate experience example must be provided that shows experience with the criteria set forth in task area 1 – C.2.1. This one corporate experience example cannot be reused for other task areas. Any other examples can be reused over and over again, provided the examples are relevant to the respective task areas the offeror is citing. The offeror shall indicate when an example is being used for more than one task area.

To be relevant, the corporate experience examples will be evaluated against the information provided in C.2.1 through C.2.10 (the descriptions of task areas 1 – 10) and must be similar to those task areas.

All corporate experience examples must be from the last three years prior to the date the proposals are due for this solicitation. The examples may come from members of an offeror's CTA / JV, and/or Mentor-Protégé as identified in section L.3.7. If provided, work done by each partner or member of the contractor teaming arrangement will be considered. However, for mentor-protégé arrangements, large business is limited to one example for each task area. ~~If the examples come from any member other than the offeror submitting a proposal, a clear relationship must be established between the offeror, their team members (as identified in section L.3.7), and the resources each expended in accomplishing the project. Each offeror's example shall convey the offeror's specific role in their experience example.~~

The dollar value of the corporate experience example is the total value of the contract including options. The same examples may be used for corporate experience, leading edge technology relevant experience, and federal multiple award experience.

Small business	Task area 1 and 7 additional task areas
8(a)	Task area 1 and 4 additional task areas
Women owned small business	Task area 1 and 4 additional task areas
Veteran owned small business	Task area 1 and 4 additional task areas
Service disabled veteran owned small business	Task area 1 and 4 additional task areas
HUBZone small business	Task area 1 and 4 additional task areas
IEE	Task area 1 and 4 additional task areas
ISBEE	Task area 1 and 4 additional task areas
Other Than Small Business / Emerging Large Business	All ten task areas

For SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors the following point values may be assigned per example:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$500,000 – \$1,000,000	30 points
\$1,000,001 – \$2,000,000	60 points
\$2,000,001 – \$4,000,000	90 points
\$4,000,001 – \$7,000,000	120 points
Over \$7,000,000	150 points

For OTSB and ELB offerors, the following dollar value and points per example apply:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$1,000,000 – \$3,000,000	30 points
\$3,000,001 – \$7,000,000	60 points

\$7,000,001 – \$15,000,000	90 points
\$15,000,001 – \$31,000,000	120 points
Over \$31,000,000	150 points

Documentation of each example must be included in the appropriate section in the offeror’s proposal in accordance with L.5. The documentation must prove to the government the offeror’s corporate experience examples are real and legitimate. To achieve this each experience referenced must include a completed copy of attachment J.7 Self Scoring Sheet Experience Template:

If a print out from Federal Procurement Data System (FPDS) eZ search (<https://www.fpds.gov/fpdsng/cms/index.php/en/>) is included then signatures on the attachment J.7 are not required. **However, for initial proposal submission signatures are not required.** If the offeror is notified that they will proceed to Phase II then a signed copy of J.7 must be provided within one week of notification by the PCO. Submission instructors will be provided with the notice. The signed versions submitted must match exactly the versions that are submitted with the initial proposal for consideration. Any alterations beyond the adjustment of contact information and signatures will result in removal from Phase II.

A maximum of 4,500 points may be earned.

**L.5.2.2 Row 9 Leading Edge Technology Experience:**

The offeror may provide up to three examples of leading edge technology experience.

To be considered leading edge technology experience, the example of the project must be from one of the categories below and fall within the dollar values in the table in this section.

All leading edge technology examples must be from the last three years from the date the proposals are due for this solicitation. The examples may come from members of an offeror’s CTA / JV, and/or Mentor-Protégé as identified in section L.3.7. If provided, work done by each partner or member of the contractor teaming arrangement will be considered. However, for mentor-protégé arrangements, large business is limited to one example. ~~If the examples come from any member other than the offeror submitting a proposal, a clear relationship must be established between the offeror, their team members (as identified in section L.3.7), and the resources each expended in accomplishing the project. Each offeror’s example shall convey the offeror’s specific role in their experience example.~~

- a. Cyber Security
- b. Agile Project Management and / or Agile Coaching
- c. Machine Learning
- d. Artificial intelligence
- e. Cloud

- f. Virtual Desktop Infrastructure
- g. Blockchain
- h. Robotic Process Automation
- i. Future cutting edge technologies

For SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors the following point values may be assigned per example:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$500,000 – \$1,000,000	120 points
\$1,000,001 – \$2,000,000	240 points
\$2,000,001 – \$4,000,000	320points
Dollar Value of Federal Contract / Agreement	Points Per Example
\$4,000,001 – \$7,000,000	480 points
Over \$7,000,000	600 points

For OTSB and ELB offerors, the following dollar value and points per example apply:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$1,000,000 – \$3,000,000	120 points
\$3,000,001 – \$7,000,000	240 points
\$7,000,001 – \$15,000,000	320 points
\$15,000,001 – \$31,000,000	480 points
Over \$31,000,000	600 points

Documentation of each example must be included in the appropriate section in the offeror's proposal in accordance with L.5. The documentation must prove to the government the offeror's corporate experience examples are real and legitimate. To achieve this each experience referenced must include a completed copy of attachment J.7 Self Scoring Sheet Experience Template:

If a print out from Federal Procurement Data System (FPDS) eZ search (<https://www.fpds.gov/fpdsng/cms/index.php/en/>) is included then signatures on the

attachment J.7 are not required. **However, for initial proposal submission signatures are not required.** If the offeror is notified that they will proceed to Phase II then a signed copy of J.7 must be provided within one week of notification by the PCO. Submission instructions will be provided with the notice. The signed versions submitted must match exactly the versions that are submitted with the initial proposal for consideration. Any alterations beyond the adjustment of contact information and signatures will result in removal from Phase II.

A maximum of 1,800 points may be earned.

#### **L.5.2.3 Row 10 Federal Multiple Award Experience**

The offeror may provide up to three examples of federal multiple award contracts or agreements they were awarded. This can include basic ordering agreements, blanket purchase agreements, GSA multiple award schedules (in accordance with FAR Part 8), and multiple award IDIQs from any federal agency. Only federal government vehicles qualify (no state, local, or foreign government contracts / agreements are acceptable).

All federal multiple award experience must be from the last three years from the date the proposals are due for this solicitation. The examples may come from members of an offeror's CTA / JV, and/or Mentor-Protégé as identified in section L.3.7. If provided, work done by each partner or member of the contractor teaming arrangement will be considered. However, for mentor-protégé arrangements, large business is limited to one example. ~~If the examples come from any member other than the offeror submitting a proposal, a clear relationship must be established between the offeror, their team members (as identified in section L.3.7), and the resources each expended in accomplishing the project. Each offeror's example shall convey the offeror's specific role in their experience example.~~

For SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors, the following point values may be assigned per example:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$500,000 – \$1,000,000	80 points
\$1,000,001 – \$2,000,000	160 points
\$2,000,001 – \$4,000,000	240 points
\$4,000,001 – \$7,000,000	320 points
Over \$7,000,000	400 points

For OTSB and ELB offerors, the following dollar value and points per example apply:

Dollar Value of Federal Contract / Agreement	Points Per Example
\$1,000,000 – \$3,000,000	80 points
\$3,000,001 – \$7,000,000	160 points
\$7,000,001 – \$15,000,000	240 points
\$15,000,001 – \$31,000,000	320 points
Over \$31,000,000	400 points

Documentation of each example must be included in the appropriate section in the offeror's proposal in accordance with L.5. The documentation must prove to the government the offeror's corporate experience examples are real and legitimate. To achieve this each experience referenced must include a completed copy of attachment J.7 Self Scoring Sheet Experience Template:

If a print out from Federal Procurement Data System (FPDS) eZ search (<https://www.fpds.gov/fpdsng/cms/index.php/en/>) is included then signatures on the attachment J.7 are not required. **However, for initial proposal submission signatures are not required.** If the offeror is notified that they will proceed to Phase II then a signed copy of J.7 must be provided within one week of notification by the PCO. Submission instructors will be provided with the notice. The signed versions submitted must match exactly the versions that are submitted with the initial proposal for consideration. Any alterations beyond the adjustment of contact information and signatures will result in removal from Phase II.

A maximum total of 1,200 points may be earned.

#### L.5.2.4 Row 11 Executive Order 13779

The offeror may provide up to three examples of projects that directly supported HBCUs in

accordance with Executive Order 13779.

Each example is worth 100 points, with a maximum total of 300 points.

The example must be from the last three years from the date the proposals are due for this solicitation. The examples may come from members of an offeror's CTA / JV, and/or Mentor-Protégé as identified in section L.3.7. If provided, work done by each partner or member of the contractor teaming arrangement will be considered. However, for mentor-protégé arrangements, large business is limited to one example. ~~If the examples come from any member other than the offeror submitting a proposal, a clear relationship must be established between the offeror, their team members (as identified in section L.3.7), and the resources each expended in accomplishing the project. Each offeror's example shall convey the offeror's specific role in their experience example.~~

Documentation of each example must be included in the appropriate section in the offeror's proposal in accordance with L.5. The documentation must prove to the government the offeror's corporate experience examples are real and legitimate. To achieve this each experience referenced must include a completed copy of attachment J.7 Self Scoring Sheet Experience Template:

If a print out from Federal Procurement Data System (FPDS) eZ search ([https://www.fpds.gov/fpdsng\\_cms/index.php/en/](https://www.fpds.gov/fpdsng_cms/index.php/en/)) is included then signatures on the attachment J.7 are not required. **However, for initial proposal submission signatures are not required.** If the offeror is notified that they will proceed to Phase II then a signed copy of J.7 must be provided within one week of notification by the PCO. Submission instructors will be provided with the notice. The signed versions submitted must match exactly the versions that are submitted with the initial proposal for consideration. Any alterations beyond the adjustment of contact information and signatures will result in removal from Phase II.

#### **L.5.2.5 Row 12 CMMI Certification Level 2**

SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors may award themselves 300 points if they possess a level 2 CMMI appraisal or higher.

OTSB and ELB offerors must have a level 2 CMMI, or they will be eliminated from the competition. For OTSB and ELB offerors that have this appraisal or higher, they shall award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate need have this certification, provided the offeror identify which member or affiliate has this certification, and how that member / affiliate would use the certification in the normal course of business for the offeror.

If applicable, a copy of this certification must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.6 Row 13 Earned Value Management System**

If the offeror has an EVMS or cost / schedule control system that is compliant with EIA-748, they shall award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate need an EVMS, provided the offeror identify which member or affiliate has this, and how that member / affiliate would use the EVMS in the normal course of business for the offeror.

If applicable, documentation showing compliance must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.7 Row 14 Acceptable Estimating System**

If the offeror has an acceptable estimating system, they shall award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate must have an acceptable estimating, provided the offeror identify which member or affiliate has this, and how that member / affiliate would use the acceptable estimating system in the normal course of business for the offeror.

Acceptable estimating system means an estimating system:

(1) Is maintained, reliable, and consistently applied; (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices; (3) Is consistent with and integrated with the Contractor's related management systems; and (4) Is subject to applicable financial control systems.

An acceptable estimating system accomplishes the following functions:

- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets;
- (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
- (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the contractor's established procedures.
- (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
- (v) Provide for adequate supervision throughout the estimating and budgeting process.
- (vi) Provide for consistent application of estimating and budgeting techniques.
- (vii) Provide for detection and timely correction of errors.
- (viii) Protect against cost duplication and omissions.
- (ix) Provide for the use of historical experience, including historical vendor pricing data, where appropriate.
- (x) Require use of appropriate analytical methods.
- (xi) Integrate data and information available from other management systems.
- (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
- (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.

(xiv) Provide procedures to update cost estimates and notify the contracting officer in a timely manner throughout the negotiation process.

(xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.

(xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

(xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with Federal Acquisition Regulations

Documentation of the offeror's acceptable estimating system must be included in the appropriate section in the offeror's proposal in accordance with L.5. Examples of documentation that prove the offeror has an acceptable estimating system include official audit reports from DCAA, DCMA, other cognizant federal agency, third party CPA, or an official letter from any of these that verifies the acceptability of the estimating system.

#### **L.5.2.8 Row 15 ISO 9001 Certification**

SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors may award themselves 200 points if they possess an ISO 9001 certification.

OTSB and ELB offerors must have an ISO 9001 certification, or they will be eliminated from the competition. For the OTSB and ELB offerors that have this certification, they shall award themselves 200 points.

Only one member of an offeror's CTA / JV or an affiliate must have and ISO 9001 certification, provided the offeror identify which member or affiliate has this, and how that member / affiliate would use this certification in the normal course of business for the offeror.

If applicable, a copy of this certification must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.9 Row 16 ISO 20000 Certification**

SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors may award themselves 200 points if they possess an ISO 20000 certification.

OTSB and ELB offerors must have an ISO 20000 certification, or they will be eliminated from the competition. For the OTSB and ELB offerors that have this certification, they shall award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate need have this certification, provided the offeror identify which member or affiliate has this certification, and how that member / affiliate would use the certification in the normal course of business for the offeror.

If applicable, a copy of this certification must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.10 Row 17 ISO 27001 Certification**

If an offeror has an ISO 27001 certification, they may award themselves 300 points.

Only one member of an offeror's CTA / JV or an affiliate need have this certification, provided the offeror identify which member or affiliate has this certification, and how that member / affiliate would use the certification in the normal course of business for the offeror.

If applicable, a copy of this certification must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.11 Row 18 Approved Purchasing System**

If an offeror has an approved purchasing system, they shall award themselves 200 points.

Only one member of an offeror's CTA / JV or an affiliate must have an approved purchasing system, provided the offeror identify which member or affiliate has this, and how that member / affiliate would use the approved purchasing system in the normal course of business for the offeror.

An approved purchasing system is one that has been reviewed for its efficiency and effectiveness in how the contractor spends government funds and complies with government policy when subcontracting. The purchasing system must have been approved by DCMA or other federal agency.

The government will accept a copy of the contractor's purchasing system review report (CPSR) or other documentation granting purchasing system approval. If applicable, a copy of this must be included in the appropriate section in the offeror's proposal in accordance with L.5.

#### **L.5.2.12 Row 19 Facility Clearance Level**

SB, 8a, WOSB, VOSB, SDVOSB, HUBZone, IEE, and ISBEE offerors may award themselves may award themselves 200 points if they possess a SECRET level facility clearance.

OTSB and ELB offerors must possess a TOP SECRET facility clearance level in order to receive the full 200 points. If OTSB and ELB offerors only possess a SECRET facility clearance level, they will receive 100 points.

Only one member of an offeror's CTA / JV or an affiliate need have a SECRET (or TOP SECRET) facility clearance provided the offeror identify which member or affiliate has it, and how that member / affiliate would use it in the normal course of business for the offeror.

Offerors are cautioned that any task order where a facility clearance is required to perform primary and vital work, the lead joint venture partner must possess the required facility clearance. Where the security portion of the task order requiring a facility clearance is ancillary to the principal purpose of that procurement, the partner to the joint venture that will perform that work must possess the required facility clearance.

A maximum total of 200 points may be earned.

If applicable, documentation must be included in the appropriate section in the offeror's proposal in accordance with L.5 that clearly shows the type of facility clearance level they possess.

### **L.5.3 Volume II Section 1 – Go / No-Go Requirements**

The following documentation must be incorporated into volume II of the offeror's proposal.

#### **L.5.3.1 Verification of an Adequate Accounting System**

Contractors must be able to respond to cost reimbursement TORs. Therefore, to be eligible for award, offerors must have an accounting system that has been audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

The government will accept audit reports from DCMA, DCAA, a federal civilian audit agency, or a third party certified public accounting firm. The report must provide a contact name and contact information (i.e., phone number, address, email address) of the auditor that reviewed the offeror's financial information.

A fully signed copy (by DCMA, DCAA, federal civilian agency, or third party CPA authorized official) of an SF-1408 Pre-award Survey of a Prospective Contractor is also acceptable.

Only one member of an offeror's CTA / JV or an affiliate need have this verification, provided the offeror identify which member or affiliate has it, how that member / affiliate would respond to cost

type task orders, and how accounting / cost data would be incorporated and transmitted to the government in a task order response.

Failure to provide the verification of an adequate accounting system will result in elimination from the competition.

**L.5.3.2 SF 1407 (REV 1/2014)**

The offeror must complete and submit SF 1407 (REV 1/2014) so that the government can assess the offeror’s financial health. Failure to provide this completed form will result in the offeror being eliminated from competition. All members of a CTA / JV must submit this form, with the exception of subcontractors under FAR 9.601(2) arrangements.

Offerors shall complete the following from the SF 1407:

- Page 1 – Prospective Contractor: Name
- Section II – All
- Section III Part A – All
- Section III Part B – All
- Section V # 3 – 5
- Section VI # 6
- The offer must sign Section III Part C 2.b.

No other information or signatures are required.

**L.5.3.3 Small Business Subcontracting Plan (OTSB and ELB offerors only)**

OTSB and ELB offerors must include the information identified in FAR 52.219-9 and 52.219-9 ALT II in its small business subcontracting plan and complete attachment J.4. Offerors shall express their goals in terms of percentages rather than dollar values.

Pursuant to FAR 19.704(a)(2), offerors shall express their goals for using small businesses, veteran owned small business, service disabled veteran owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns as percentages of the total contract value (\$50 billion). Specific dollar values are not wanted.

The following are HHS’ subcontracting goals:

Subcontract goals	33.25%
Small Disadvantaged Business	5%
Service Disabled Veteran Owned Small Business	3%
Women Owned Small Business	5%
HUBZone Small Business	3%

### **L.5.4 Volume II Section 2 – Representations and Certifications**

The following representations and certifications from section K must be completed and incorporated into volume II section 2 of the offeror's proposal. Failure to provide any of these completed representations and certifications will result in the offeror being eliminated from the competition, as these are also considered go / no-go requirements.

52.204-8	Annual Representations and Certifications	MAR 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	OCT 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.209-13	Violation of Arms Control Treaties or Agreements—Certification	JUL 2020
52.219-1	Small Business Program Representations	MAR 2020
52.225-18	Place of Manufacture	AUG 2018
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation.	JUN 2020

In addition to the above, OTSB and ELB offerors must complete the following representations and certifications.

52.230-1	Cost Accounting Standards Notices and Certification	JUN 2020
52.230-7	Proposal Disclosure—Cost Accounting Practice Changes	APR 2005

Failure to provide these will result in elimination from the competition.

### **L.5.5 Volume III – Health IT**

Within the context of C.2.1 Task Area 1, the offeror's proposal must clearly describe their experience with designing, developing, creating, using, and maintaining information systems for organizations that operate within the healthcare field. The organizations can be governmental or non-governmental. Experience can be no older than three years from the date the proposal is due. Experience may be submitted from any member of a CTA, JV, mentor-protégé, or from affiliates.

### **L.5.6 Volume IV – Management Approach**

#### **L.5.6.1 Volume IV – Management Approach: Subfactor 1 – Program Management**

The offeror shall provide the following:

- Plan that describes their approach for managing the CIO-SP4 contract and task orders they may be awarded.
- The offeror's methodology for selecting, monitoring, and managing subcontractors

#### **L.5.6.2 Volume IV – Management Approach: Subfactor 2 – Resources**

The offeror's proposal must clearly describe the following:

- The offeror's strategy to recruit, train, and retain their IT workforce
- The offeror's strategy to handle surges in workload in response to contingency / disaster and recovery situations
- The Offeror shall include the resume for the proposed Program Manager (identified as key personnel in accordance with Article G.3.2) and the Offeror's backup plan of action to address situations during which the Program Manager may not be immediately available. If the Program Manager is not currently an employee of the Offeror, the proposal shall include a letter of commitment for the Program Manager.

#### **L.5.6.3 Volume IV – Management Approach: Subfactor 3 – Corporate Commitment**

The offeror's proposal must clearly describe the following:

- Strategy for marketing the CIO-SP4 logo to other federal agencies in accordance with G.3.2.1.
- Strategy for pursuing technological innovations.
- Processes for managing task order proposals and task order administration.

#### **L.5.7 Volume V – Past Performance**

The offeror shall provide up to three past performance references who will complete the past performance questionnaire located in J.3 and submit to CIO-SP4.NITAAC@nih.gov. Offerors may provide a maximum of one past performance example from the private sector. All other examples must be from government (federal, state, or local) performance

Questionnaires will be accepted after proposal receipt. However, a copy of the form provided to the past performance reference must be included with the offeror's proposal submission.

For each past performance reference / project, the offeror must provide a brief written narrative describing the following:

1. Summary of the project, including contract type, dollar value, and period of performance.
2. Which task area(s) in the statement of work most closely align with the type of work that was performed.

3. Whether they were a prime or subcontractor.
4. For OTSB and ELB offerors, if the past performance project involved small business subcontracting plans pursuant to FAR Subpart 19.7, the offeror must indicate the extent to which applicable goals for small business participation were obtained. If the project did not involve a small business subcontracting plan, this will not be used in the overall past performance evaluation and rating.

The government will consider and evaluate the past performance questionnaires and narratives of affiliates, members of the offeror's 9.601(1) CTA (if applicable), subcontractors of a 9.601(2) CTA, and all members of the offeror's mentor-protégé arrangement (if applicable). A past performance questionnaire and narrative from an affiliate, one member of a CTA, JV, or mentor-protégé arrangement will count towards the past performance questionnaire / narrative example of the entire group (e.g. for the entire CTA / JV / mentor-protégé arrangement).

This is the process the government will use to acquire and evaluate an offeror's past performance.

1. Offeror's must fill out form the located at J.2 (Past Performance Reference Contact Information) for each past performance reference. Include these forms in your proposal in accordance with the proposal format in L.5.
2. The government will then evaluate each past performance questionnaire received and its respective past performance narrative.

The offeror must state if they cannot provide any relevant or recent past performance information. If they cannot, a rating of neutral will be assigned to the past performance factor.

Past performance must be relevant and recent. To be relevant, the past performance must be similar in scope and complexity to any of the task areas defined in C.2.1 through C.2.10 (e.g. task areas 1 – 10). To be recent, the past performance must have occurred within the last three years from the date the proposal is due.

Offerors must provide a written response to questionnaires or CPARS ratings that are unacceptable. Failure to do so could result in the offeror being disqualified from the competition. The government will notify the offeror if they receive an unacceptable rating for any questionnaires.

### **L.5.8 Volume 6 – Price**

#### **L.5.8.1 Pricing Tables**

The offeror shall complete table 2 – contractor site loaded labor rates and table 3 – government site loaded labor rates located in B.4. The prices therein are for firm fixed price and time and material / labor hour task orders, both commercial and non-commercial. Each year must be completed. All labor categories must be completed. All rates must inclusive of all direct costs, indirect costs, overhead, G&A, profit / fee, and any other costs associated with the rates.

## **SECTION M: EVALUATION FACTORS FOR AWARD**

### **M.1 General**

Proposals will be evaluated in the three phases identified in L.4 as follows:

- Phase 1: The government will validate the offerors' self-scoring sheet
- Phase 2: The government will verify the remaining offerors' go / no-go requirements
- Phase 3: The government will evaluate the remaining offerors' written proposal

The government will employ the source selection process described in FAR 15.101, which defines best value as using any one of a combination of source selection approaches. After the completion of phase 3, the government will use a selection methodology that awards contracts to offerors whose proposals represent the best value to the government at fair and reasonable prices.

#### **M.1.1 Contract Team Arrangements**

As stated in paragraph L.3.7, the Government will consider all members of a FAR 9.601(1) CTA for purposes of evaluation under the contract, provided that the Offeror submits a full and complete copy of the document establishing the CTA relationship containing at least the minimum information required by the solicitation closing date.

~~The Government will not consider the members of a "Contract Team Arrangement" defined under FAR 9.601(2) for evaluation purposes for the contract except in the limited context of evaluating an Offeror's proposal under paragraph L.5.6.2, Resources."~~

### **M.2 Phase 1 Evaluation**

During phase 1, the government will validate the offeror's completed self-scoring sheet. Only the highest rated offerors will advance to phase 2 of the evaluation.

### **M.3. Phase 2 Evaluation**

During phase 2, the government will verify whether the offeror submitted the documentation required in L.5.3 (go / no-go requirements) and L.5.4 (Representations and Certifications) for completeness and accuracy. Failure to meet any of the no-go requirements during this phase will eliminate the offeror from competition.

#### **M.3.1 Verification of an Adequate Accounting System**

The documentation will be evaluated and will receive a rating of either go or no-go. A rating of no-go will result in the offeror being eliminated from the competition.

### **M.3.2 GSA SF 1407 (REV 1/2014)**

This form will be evaluated and will receive a rating of either go or no-go. A rating of no-go will result in the offeror being eliminated from the competition.

### **M.3.3 Small Business Subcontracting Plan (OTSB and ELB offerors only)**

The documentation will receive a rating of either go or no-go. A rating of no-go will result in the offeror being eliminated from the competition. The subcontracting plan must clearly show the offeror will meet the small business subcontracting goals cited in L.5.3.3. If the documentation does not indicate the offeror will meet these goals, the offeror will receive a rating of no-go.

### **M.3.4 Volume II Section 2 – Representations and Certifications**

(If a No/Go rating is received for any the following, the offeror will be removed from the competition)

#### **M.3.4.1 FAR 52.204-8 Annual Representations and Certifications**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.3 FAR 52.209-7 Information Regarding Responsibility Matters**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.4 FAR 52.209-13 Violation of Arms Control Treaties or Agreements – Certification**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.5 FAR 52.219-1 Small Business Program Representations**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.6 FAR 52.225-18 Place of Manufacture**

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

#### **M.3.4.7 FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation.**

The offeror will receive a rating of go if this is completed and in their proposal in accordance

with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

**M.3.4.8 FAR 52.230-1 Cost Accounting Standards Notices and Certification**

Only OTSB and ELB offerors need to fill out this certification.

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

**M.3.4.9 FAR 52.230-7 Proposal Disclosure – Cost Accounting Practice Changes**

Only OTSB and ELB offerors need to fill out this certification.

The offeror will receive a rating of go if this is completed and in their proposal in accordance with L.5. The offeror will receive a rating of no-go if this provision is not completed and / or not a part of their proposal.

**M.4 Phase 3 Evaluation**

During phase 3, the government will evaluate the offeror’s written proposal against the following factors and subfactors.

**Table 12 – Factors and Subfactors**

<b>Factor 1 – Health IT Capability</b>
<b>Factor 2 – Management Approach</b>
Subfactor 1 – Program Management
Subfactor 2 – Resources
Subfactor 3 – Corporate Commitment
<b>Factor 3 – Past Performance</b>
<b>Factor 4 – Price</b>

The government will use the following table to assign ratings to each subfactor, factor, and then the overall written proposal.

Each subfactor within a factor will receive one of the ratings below. An overarching rating based on those subfactors will then be assigned to their parent factors. When all factors have received their ratings, one single rating will then be assigned to the offeror’s proposal.

An adjectival rating will not be assigned for price. See M.4.5 for how price will be evaluated.

**Table 13 – Ratings**

<b>Rating</b>	<b>Factors 1 and 2: Health IT Capability and Management Approach</b>	<b>Factor 3: Past Performance</b>
<b>Outstanding</b>	Written proposal indicates an exceptional approach and understanding of the requirements. Proposal contains at least a significant strength; some or no strengths; and no weaknesses. Risk of unsuccessful performance is very low.	Past performance met contractual requirements and exceeded many to the government / owner's benefit. The contractual performance of the element or sub-element being assessed may have been accomplished with few or no minor problems for which corrective actions taken by the contractor was highly effective
<b>Good</b>	Written proposal indicates a thorough approach and understanding of the requirements. No significant weaknesses are present, and strengths outweigh any weaknesses. Risk of unsuccessful performance is low.	Past performance met contractual requirements and exceeded some to the government's / owner's benefit. The contractual performance of the element or sub-element being assessed may have been accomplished with some minor problems for which corrective actions taken by the contractor were effective.
<b>Acceptable</b>	Written proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting. Risk of unsuccessful performance is no worse than moderate.	Past performance met minimum contractual requirements. The contractual performance of the element or sub-element may have contained some minor problems for which corrective actions taken by the contractor was satisfactory.
<b>Marginal</b>	Written proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. Written proposal has one or more weaknesses or significant weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.	Past performance did not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflected a serious problem for which the contractor did not identify corrective actions. If the contractor proposed corrective actions, they were only marginally effective or were not fully implemented.
<b>Unacceptable</b>	Written proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.	Past performance did not meet most contractual requirements and recovery did occur in a timely manner. The contractual performance of the element or sub-element contained serious problem(s) for which the contractor's corrective actions were ineffective.

Rating	Factors 1 and 2: Health IT Capability and Management Approach	Factor 3: Past Performance
Neutral	N/A	No favorable or unfavorable rating can be assigned.

Within each factor, all subfactors are of equal importance.

The following is the order of importance of each factor: Health IT capability is more important than management approach. Management approach is more important than price. Price is more important than past performance.

Health IT Capability > Management Approach > Price > Past Performance

#### **M.4.1 Factor 1 – Health IT**

The government will evaluate the offeror’s Health IT with the goal of assessing the probability of successful contract performance.

Within the context of C.2.1 and L.5.5, the government will evaluate the offeror’s experience with designing, developing, creating, using, and maintaining information systems for organizations that operate within the healthcare industry.

#### **M.4.2 Factor 2 – Management Approach**

The government will assess the offeror’s capability to perform task orders under the contract by evaluating their resources, program management, and corporate commitment.

##### **M.4.2.1 Factor 2 Subfactor 1: Program Management.**

Within the context of L.5.6.1, the government will evaluate the effectiveness of the following:

- Offeror’s plan that describes their approach for managing the CIO-SP4 contract and task orders they may be awarded.
- The offeror’s methodology for selecting, monitoring, and managing subcontractors.

##### **M.4.2.2 Factor 2 Subfactor 2: Resources**

Within the context of L.5.6.2, the government will evaluate the effectiveness of the following:

- The offeror’s strategy to recruit, train and retain their IT workforce.
- The offeror’s strategy to handle surges in workload in response to contingency / disaster and recovery situations.

#### **M.4.2.3 Factor 2 Subfactor 3 – Corporate Commitment**

Within the context of L.5.6.3, the government will evaluate the effectiveness of the following:

- The offeror's strategy for marketing CIO-SP4 to other federal agencies
- The offeror's strategy for pursuing technological innovations

#### **M.4.3 Factor 3 – Past Performance**

The government will evaluate each past performance questionnaire and respective past performance narrative against the ratings identified in the past performance column of table 13 in M.4.

The government may use data obtained from sources other than the past performance questionnaires to arrive at a past performance rating. These sources include (but are not limited to) CPARS, FAPIIS, SAM, other government information systems, and any other legitimate sources of information.

After assigning a rating to each past performance questionnaire / past performance narrative pair and reviewing data from other sources, an overall rating for factor 3 will be assigned using the ratings from the past performance column in table 13.

The government will consider and evaluate the past performance experience of members of the offeror's 9.601(1) CTA (if applicable), subcontractors of the prime's 9.601(2) CTA, members of the offeror's JV (if applicable), and all members of the offeror's mentor- protégé arrangement (if applicable).

Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful assessment can be reasonably assigned, the offeror will be assigned a neutral rating. This rating is neither favorable nor unfavorable.

#### **M.4.4 Factor 4 – Price Evaluation**

The government will evaluate the labor rates for each labor category in years 1 – 10 in B.1 by comparing the offeror's proposed prices to the proposed prices of all other offerors, and against the Independent Government Cost Estimate.

The government will calculate the average of each labor category from the labor rates proposed by all offerors. Next, the offeror's labor rates will be compared against that average. Labor rates that are significantly higher or lower than the average may be rejected as being too high or too low.

The government also reserves the right to use any of the other price analysis techniques stated in FAR 15.404-1(b)(2) to evaluate the proposed labor rates.

## **M.5 Responsibility Determination**

The government cannot award to an offeror who is not responsible. In accordance with FAR 9.104-1, to be determined responsible, the offeror must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record (see 9.104-3 (b) and subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;
- (d) Have a satisfactory record of integrity and business ethics (for example, see subpart 42.15);
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3(a).)
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108).

The government will use all information submitted in the offeror's proposal as well as any other information the government obtains from its information system and other legitimate sources of information to arrive at this determination.

The government will refer to the SBA for a certificate of competency for those small businesses who are determined as not responsible.

## **M.6 Evaluation Support**

This source selection may employ technical and management consultants / advisors from the below listed organizations to review limited portions of the technical, management, past performance, and price proposals.

- Seventh Sense Consulting LLC.,
- IM Solutions Inc., and
- Allmond & Co, LLC.

These representatives will only be used to advise on specific technical, management, and price matters and will not be used as voting evaluators. However, the government may

consider the advice provided in its evaluation process. If so utilized, personnel from these organizations will be required to execute a non-disclosure statement. Any member of the Program Management Office may serve as an advisor to the source selection process with respect to the program strategy, vision, requirements and goals.

## INSTRUCTIONS

Enter information only in the cells highlighted in YELLOW on the *Self Scoring Sheet* and *Summary of Points* tabs.

### Self Scoring Sheet:

**Cell B1:** Offeror Name

**Cell B2:** DUNS (must be 9 digits)

**Cells E8 to E19:** Calculate your total points (each value cannot exceed the Total Possible Points from Column D)

### Summary of Points:

**Cells C3 to L3:** Select either "Yes" or "No" from the dropdowns

<b>Offeror Name:</b>	
<b>DUNS:</b>	

Phase I				
L.5.1	Administrative Information	N/A		
L.5.2, M.2	Self Scoring Sheet	See below		
			Total Possible Points	Total
L.5.2.1, C.2.1 - C.2.10	Corporate Experience - see section L.5.2.1 of the solicitation document for exact instructions.	SB, 8A, WOSB, VOSB, SDVOSB, HUBZone, IEE, ISBEE:  \$500K - \$1M      30 points \$1M - \$2M        60 points \$2M - \$4M        90 points \$4M - \$7M        120 points \$7M+               150 points  OTSB / ELB:  \$1M - \$3M        30 points \$3M - \$7M        60 points \$7M - \$15M       90 points \$15M - \$31M     120 points \$31M+             150 points	4,500	
L.5.2.2	Leading Edge Technology Experience - see section L.5.2.2. of the solicitation document for exact instructions	SB, 8A, WOSB, VOSB, SDVOSB, HUBZone, IEE, ISBEE:  \$500K - \$1M      120 points \$1M - \$2M        240 points \$2M - \$4M        320 points \$4M - \$7M        480 points \$7M+               600 points  OTSB / ELB:  \$1M - \$3M        120 points \$3M - \$7M        240 points \$7M - \$15M       320 points \$15M - \$31M     480 points \$31M+             600 points	1,800	
L.5.2.3	Federal Multiple Award Experience - see section L.5.2.3. of the solicitation document for exact instructions	SB, 8A, WOSB, VOSB, SDVOSB, HUBZone, IEE, ISBEE:  \$500K - \$1M      80 points \$1M - \$2M        160 points \$2M - \$4M        240 points \$4M - \$7M        320 points \$7M+               400 points  OTSB / ELB:  \$1M - \$3M        80 points \$3M - \$7M        160 points \$7M - \$15M       240 points \$15M - \$31M     320 points \$31M+             400 points	1,200	
L.5.2.4	Executive Order 13779 - see section L.5.2.5. of the solicitation document for exact instructions	100 per example. Maximum of three examples.	300	

L.5.2.5	CMMI Appraisal Level 2	SB, 8A, WOSB, VOSB, SDVOSB, HUBZone, ISEE, and ISBEE will receive the full amount of points if they have this appraisal.  This is required for OTSB's / ELB's. If the OTSB / ELB has this appraisal, they should award themselves the full amount of points located in column D. If the OTSB does not have this, they will be eliminated from the competition.	300	
L.5.2.6	Earned Value Management Systems (EVMS)	An offeror will receive the full amount of points in column D if they have an earned value management system.	300	
L.5.2.7	Acceptable Estimating System	An offeror will receive the full amount of points in column D if they have an acceptable estimating system.	300	
L.5.2.8	ISO 9001 Certification	SB, 8A, WOSB, VOSB, SDVOSB, HUBZone, ISEE, and ISBEE will receive the full amount of points if they have this certification.  This is required for OTSB's / ELB's. If the OTSB / ELB has this certification, they should award themselves the full amount of points located in column D. If the OTSB does not have this, they will be eliminated from the competition.	300	
L.5.2.9	ISO 20000 Certification	SB, 8A, WOSB, EDWOSB, VOSB, SDVOSB, HUBZone, ISEE, and ISBEE will receive the full amount of points if they have this certification.  This is required for OTSB's / ELB's. If the OTSB / ELB has this certification, they should award themselves the full amount of points located in column D. If the OTSB does not have this, they will be eliminated from the competition.	300	
L.5.2.10	ISO 27000 Certification	An offeror will receive the full amount of points in column E if they have an ISO / IEC 27000 certification.	300	
L.5.2.11	Approved Purchasing System	An offeror will receive the full amount of points in column D if they have an approved purchasing system.	200	
L.5.2.12	Facility Clearance Level	SB, 8A, WOSB, VOSB, SDVOSB, HUBZone, ISEE, and ISBEE only need to have SECRET clearance to receive the full amount of points in column D. No further points will be given to small businesses with above SECRET clearance.  OTSB's / ELB's must have TOP SECRET clearance in order to receive the full amount of points in column D. If an OTSB / ELB only has SECRET, they will receive 100 points.	200	
<b>TOTAL:</b>			<b>10,000</b>	<b>0</b>
<b>Phase II</b>				
L.5.3.1, M.3.1	Verification of an adequate accounting system	No points assigned	Go / No-Go	Go / No-Go
L.5.3.2, M.3.2	SF-1407		Go / No-Go	Go / No-Go
L.5.3.3, M.3.3	Small Business Subcontracting Plan (OTSB / ELB)		Go / No-Go	Go / No-Go
L.5.4, M.3.4.1	52.204-8 Annual Representations and Certifications		Go / No-Go	Go / No-Go

L.5.4, M.3.4.2	52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	No points assigned	Go / No-Go	Go / No-Go
L.5.4, M.3.4.3	52.209-7 Information Regarding Responsibility Matters		Go / No-Go	Go / No-Go
L.5.4, M.3.4.4	52.209-12 Certification Regarding Tax Matters		Go / No-Go	Go / No-Go
L.5.4, M.3.4.5	52.209-13 Violation of Arms Control Treaties or Agreements—Certification		Go / No-Go	Go / No-Go
L.5.4, M.3.4.6	52.219-1 Small Business Program Representations		Go / No-Go	Go / No-Go
L.5.4, M.3.4.7	52.225-18 Place of Manufacture		Go / No-Go	Go / No-Go
L.5.4, M.3.4.8	52.229-11 Tax on Certain Foreign Procurements—Notice and Representation		Go / No-Go	Go / No-Go
L.5.4, M.3.4.9	52.230-1 Cost Accounting Standards Notices and Certification—Alternate I (OTSB's only)		Go / No-Go	Go / No-Go
L.5.4, M.3.4.10	52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (OTSB's only)		Go / No-Go	Go / No-Go
<b>Phase III</b>				
L.5.5, M.4.1	<b>Factor 1: Health IT Capability</b>	No points assigned	Adjectival	Adjectival
L.5.6, M.4.2	<b>Factor 2: Management Approach</b>	No points assigned	Adjectival	Adjectival
L.5.6.1, M.4.2.1	Factor 2 Subfactor 1: Resources		Adjectival	Adjectival
L.5.6.2, M.4.2.2	Factor 2 Subfactor 2: Program Management		Adjectival	Adjectival
L.5.6.3, M.4.2.3	Factor 2 Subfactor 3: Corporate Commitment		Adjectival	Adjectival
L.5.7, M.4.3	<b>Factor 3: Past Performance</b>	No points assigned	Adjectival	Adjectival
L.5.8, M.4.4	<b>Factor 4: Price</b>	No points assigned	N/A	
L.5.8.1, M.4.4	Price Evaluation			



# **Exhibit 3**

