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Federal Supply Schedule (FSS) Blanket Purchase Agreement (BPA)

The vendor agrees to the following Blanket Purchase Agreement (BPA) to service the entire National Institutes of Health (see C-6 for NIH Locations). The vendor will review and return Section A to the BPA Branch, the Division of Simplified Acquisition Policy and Services (DSAPS) at 6100 Executive Boulevard Suite 6B05, Rockville, Maryland 20892.

(Name of Vendor)

(BPA No.) (GSA Contract No.)

(Signature of Authorized Individual)

(Date)

(Printed Name and Title of Authorized Individual)

The vendor represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this BPA: (list names, titles, and telephone numbers of the authorized negotiators).

NAME (please print)	TITLE	TELEPHONE	EMAIL ADDRESS

Please indicate, by checking the applicable box, whether your firm will accept purchases by means of the Government purchase card procedure. **Prices and discounts negotiated under this Agreement shall also apply to orders placed with the Government purchase card.**

- Government purchase card orders **are** acceptable.
- Government purchase card orders **are not** acceptable.

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REQUIRED VENDOR INFORMATION

Name of Company

Vendor Mailing Address

City, State, Zip Code

Data Universal Numbering System (DUNS) Number

Vendor Tax Identification Number (TIN)

Telephone No.

FAX Telephone No.

Parent BPA Contact Person / BPA Call Contact Person

Contact Person's Email Address / BPA Call Contact Person's Email Address

Company's Website

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DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

The vendor shall list their DUNS number on the line provided on page A-2. If the vendor does not have a DUNS number, they must contact Dun and Bradstreet to obtain one at no charge. A vendor within the United States may call 1-866-705-5711 or go to the website at <http://fedgov.dnb.com/webform>.

SYSTEM FOR AWARD MANAGEMENT REGISTRATION

FAR Clause 52.212-4(t) requires **ALL** Government vendors and contractors to register in the System for Award Management (SAM). More information can be found at FAR Clause 52.212-4(t).

Vendors must register before they can receive award or extension of a BPA or BPA Call.

Vendors must update or renew their registration annually to maintain an active status in order to allow payments to continue from the federal government. To register, go to the beta SAM website at <https://beta.sam.gov/>. For assistance, call the Federal Service Desk at 1-866-606-8220 or <https://www.fsd.gov>.

Submit a copy of your company's SAM registration with the completed BPA package.

ANNUAL REPRESENTATIONS AND CERTIFICATIONS

The vendor must complete the Representations and Certifications on-line through <https://beta.sam.gov/>.

After reviewing the its representations and certifications, the vendor verifies by submission of the its BPA Package that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this BPA (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 [vendor to insert changes, identifying change by clause number, title, date].

Submit your company's valid Representations and Certifications with the completed BPA package.

Any changes provided by the vendor are applicable to this BPA only, and do not result in an update to the representations and certifications posted within SAM.

BPA TERMS AND CONDITIONS

When applicable, the terms and conditions of the blanket purchase agreement are incorporated in all BPA Calls awarded against the agreement.

FAR Deviation Clause

Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors

September 30, 2021

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

Subpart 52.2—Text of Provisions and Clauses

[52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL

CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

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Notice to Offerors of Requirement for Compliance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals. (HHSAR Clause 352.270-5a Incorporated by Reference)

Complete this paragraph if your company offers or has the capability to offer NIH the services of customized services/products involving animals at the specific request of NIH.

- (a) Do you maintain or provide animal services for government owned animals, or provide customized services/products involving animals at the specific request of NIH?

- (b) Do you have an approved Animal Welfare Assurance on file with the NIH Office of Laboratory Animal Welfare (OLAW)? _____
- (c) If yes, provide the assurance number. _____
- (d) If no, provide an explanation or other relevant information. _____
- (e) Do you subcontract for customized services/products involving animals at the specific request of NIH? _____
- (f) Does your subcontractor have an approved Animal Welfare Assurance on file with OLAW?
(g) _____
- (h) If yes, provide the assurance number. _____
- (i) If no, an explanation or other relevant information. _____
- (j) Provide Subcontractor's name and address: _____
(Incl. point of contact, phone number, and _____
Email address) _____

- (a) If you do not currently maintain or provide animal services for government owned animals or if you do not currently provide customized services or products involving government or non-government owned animals, does your catalog offer these services for potential purchase by NIH? _____
- (b) For animals maintained for the government or used in providing animal products/services at NIH's request, are you or your subcontractor registered with the U.S. Department of Agriculture? _____
- (c) If yes, provide the registration number. _____
- (d) If no, provide explanation or other relevant information. _____

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COMMODITY PRICING INSTRUCTIONS FOR SUPPLIES, EQUIPMENT, AND SERVICES

The vendor shall submit a catalog/price list with the Summary Table listed on page A-6. The catalog/price list must be maintained for the period of the Agreement. Any increase in commercial pricing must be submitted to the BPA Office for approval before taking effect.

Fill out the Summary Table on page A-6 by:

1. Indicating the discount/price being quoted by the company. Discounts can be quoted in two manners:
 - a. **Percentage Discount (additional discount against FSS Schedule rates/prices)** – an across-the-board percentage discount to be subtracted from the FSS Schedule price when applied to all items in that commodity class, and/or
 - b. **Quantity Discount** – price is based solely on amount purchased and may vary
2. Using the commodity definitions on pages C-1 to C-5 to identify the specific commodity(ies) that the company is quoting.
3. For supplies, equipment and services offered on a Federal Supply Schedule, indicate the GSA/VA contract number and contract period. **All FSS vendors must submit a complete copy of the appropriate schedule and Government Price List to this office.**
4. If this agreement cites a GSA/VA Federal Supply Schedule (FSS) number in block 20 of SF1449 or block 14 of SF 30, the FSS Vendor agrees to enter into a FSS BPA with NIH. FAR 8.405.4 permits the agency to negotiate lower discounted prices than otherwise customarily cited on the FSS.
 - (a) The vendor **shall not provide any items/services** that are not included in its FSS Contract.
 - (b) The period covered by such agreements **shall not exceed the period** of the FSS contract.
 - (c) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the FSS contract. (NOTE: The maximum order limitation of the FSS contract applies solely to individual orders placed against the BPAs and has no bearing on the cumulative or total value of these orders.)
 - (d) Delivery tickets and/or invoices shall identify the FSS contract and the item number(s). In the event of a conflict between the provisions of this Agreement and the FSS contract, the latter shall prevail.

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**SUMMARY TABLE
SUPPLIES AND EQUIPMENT**

*COMMODITY (IDENTIFY ALL THAT APPLY)	PERCENTAGE DISCOUNT	QUANTITY DISCOUNT	**FSS CONTRACT NO. & PERIOD
	YES___ NO___ _____ %	YES___ NO___	
	YES___ NO___ _____ %	YES___ NO___	
	YES___ NO___ _____ %	YES___ NO___	
	YES___ NO___ _____ %	YES___ NO___	
	YES___ NO___ _____ %	YES___ NO___	

SERVICES/REPAIR

*COMMODITY (IDENTIFY ALL THAT APPLY)	PERCENTAGE DISCOUNT	QUANTITY DISCOUNT	**FSS CONTRACT NO. & CONTRACT PERIOD
	YES___ NO___ _____ %	YES___ NO___	
	YES___ NO___ _____ %	YES___ NO___	
	YES___ NO___ _____ %	YES___ NO___	

*** Vendor shall use the commodity titles and definitions from pages C1-C5. The vendor can also include additional descriptive information to clarify proposed commodity/service.**

****FSS – Federal Supply Schedule (General Services Administration/Veterans Administration)**

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1. DESCRIPTION OF AGREEMENT

The vendor shall furnish the supplies, equipment, and/or services, only as required by authorized NIH Buyers, during the period specified in block 20 of Standard Form 1449 (SF 1449) or block 14 of Standard Form 30 (SF 30), or until it is terminated by either party in writing or renewed by the government. BPA Calls shall be placed for those supplies, equipment, and/or services that are immediately available. **If after acceptance of a BPA Call, it is realized that the item is not in stock or cannot be provided, the vendor is responsible to notify the buyer immediately.**

2. EXTENT OF OBLIGATION

The Government is obligated only to the extent of authorized purchases actually made under the BPA. The Government is not obligated to place any orders with the vendor under this BPA.

3. BPA CALL LIMITATION

Each order shall be limited to the amount specified in block 20 of SF 1449 or block 14 on SF 30 of this Agreement. Orders in excess of this amount shall not be honored or accepted by the contractor. Failure to comply with this provision may result in the cancellation of the BPA.

4. NOTICE OF INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA

This BPA authorizes Buyers at NIH to place orders in accordance with the terms and conditions herein. A current list of the Buyers is located at <http://oamp.od.nih.gov/dsaps/bpa-program> under "NIH Buyer List."

5. DELIVERY TICKETS

All shipments/deliveries/services under this Agreement shall be accompanied by a delivery ticket or packing slip and shall contain the following:

- (a) Name of Supplier
- (b) BPA Number
- (c) BPA Call Number (if applicable)
- (d) Date of Purchase
- (e) Itemized List of Supplies or Services Furnished
- (f) Quantity, Unit Price, and Less Any Applicable Discount (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show this information)
- (g) Date of Delivery or Shipment
- (h) Name, Building, and Room Number of Person Placing Order
- (i) Delivery/Consignee Address

Upon delivery, the receiving activity shall sign the packing slip/delivery ticket and retain one copy. One copy may subsequently be required to support the invoice.

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6. INSTRUCTIONS FOR SUBMITTING ELECTRONIC INVOICES VIA EMAIL TO THE NIH OFFICE OF FINANCIAL MANAGEMENT (OFM)

On April 1, 2020, in response to the COVID-19 pandemic, the National Institutes of Health (NIH)/Office of Financial Management (OFM) implemented an electronic invoice submission solution, which allows contractors/vendors to submit their invoices electronically via email. The electronic invoice submission solution also allows OFM accounts payable representatives to process invoices for payment securely and in a timely manner. The new electronic invoice submission solution has streamlined the invoicing process resulting in faster processing times by OFM staff and faster payments to our contractors/vendors.

OFM is receiving approximately 80% of invoices via the new electronic invoice submission solution. Effective December 1, 2020, OFM will no longer accept hard copy contractor/vendor invoices sent to the OFM billing office via any shipping services (i.e., USPS, FedEx, UPS, DHL, etc.) or those delivered by any in-person drop off. OFM is requiring that all contractors/vendors submit their invoices for payment processing using the electronic invoice submission solution via email at invoicing@nih.gov. For your convenience, attached are step-by-step instructions, which must be followed, to ensure your invoices are submitted using the correct format to facilitate accurate and timely payments.

OFM will **not** accept any invoices postmarked and/or delivered in-person on/after December 1, 2020. The new electronic invoice submission solution is preparing NIH/OFM for the implementation of Treasury's Invoice Processing Platform (IPP) (eInvoicing), scheduled to be rolled-out throughout the Department of Health and Human Services (HHS) in December 2021.

Please contact OFM at ofm_customer_service@incontactemail.com or call 301-496-6088 if you have any questions or concerns regarding the electronic invoice submission process. The Customer Service Office is open Monday – Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time and is closed daily between 12:00 p.m. to 1:00 p.m. Eastern Standard Time.

I. Invoice Payment

- a. Except as indicated in paragraph B, below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
 1. The 30th day after the designated billing office has received a proper invoice.
 2. The 30th day after Government acceptance of supplies delivered or services performed.
- b. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

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II. Interest Penalties

- a. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
 1. A proper invoice was received by the designated billing office.
 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- b. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of management and Budget.

III. Providing Accelerated Payment to Small Business Subcontractors FAR Clause 52.232-40 (December 2013)

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

IV. General Information: Much of the information required for a proper invoice, pursuant to FAR 32.905(b)(1), will be extracted from the System for Award Management (SAM) database located at: <https://beta.sam.gov/> . Therefore, the Contractor must ensure that the information in SAM is current, accurate, and complete. If funds are misdirected due to incomplete or erroneous data in SAM, the Government is deemed to have made payment and the Contractor is responsible for recovery of any misdirected funds.

- a. **Frequency:** Payment requests shall be submitted upon delivery and acceptance of goods or services unless otherwise specified in the award.
- b. **Invoice Number:** Each payment request must be identified by a unique invoice number, regardless of the number of NIH contracts or orders held by an organization. For example, if a Contractor has already submitted invoice number 05 on one of its contracts or orders, it cannot use that same invoice number for any other contract or order.

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- c. **Currency:** All NIH contracts are expressed in United States dollars. When the Government pays in a currency other than United States dollars, billings shall be expressed, and payment by the Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor/vendor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.
- d. **Shipping/Delivery/Freight:** These charges must be billed as shown on the award. If it is included in the item price do not bill separately. If identified in the award as a separate line item, it must be billed separately. For shipping costs exceeding \$100, the supporting documentation, i.e. bill of lading or paid carrier's receipt must be included as an attachment to the payment request created in eVIP.
- e. **Assignment of Claims:** When an approved assignment of claims has been executed, both the Contractor and the assignee must be registered in SAM. The Contractor must update its SAM record to add the assignee's banking information. The Contractor shall obtain a uniquely associated DUNS or DUNS+4 number with the assignee's bank name and address.

Inquiries Regarding Payment of Invoices: Inquiries shall be directed to the designated billing office, NIH Office of Financial Management, at 301-496-6088.

7. RENEWAL

This agreement may be renewed upon determination of continuing need for the supplies, equipment, and/or services described, satisfactory performance by the vendor, and the pricing submitted by the vendor.

8. PRICING

Pricing to the Government for all Calls and purchase card buys shall be at the negotiated discount rate for comparable quantities under similar pricing terms and conditions for the period of the Agreement. Any potential increase in FSS pricing (or lowering of agreed upon discount) during the Agreement period, shall be submitted to the NIH BPA Program office for consideration and approval. Failure to do so may result in the cancellation of the BPA. The vendor may offer additional discounts during the Agreement period to NIH Buyers without prior approval from the BPA Program office.

In addition, the vendor agrees to provide authorized NIH Buyers the published FSS price list of each item purchased under a BPA Call as well as the NIH discounted net price for each item when submitting a quote.

9. CONTROLLED SUBSTANCES

Vendors shall not accept any order against a BPA for a controlled substance (as defined by the Drug Enforcement Agency). Failure to comply with this requirement may result in termination of the BPA.

10. NEEDLE DISTRIBUTION

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

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11. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

12. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

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

13. TRANSPORTATION & SHIPPING TERMS

The FOB point for this Agreement will be as indicated in block 20 of SF 1449 or block 14 of the SF 30. **Normally, all orders resulting from this BPA will be shipped FOB Destination.**

14. SPECIAL SHIPPING/HANDLING CHARGE

Special shipping/handling charges for overnight express shipments, shipments requiring special shipping containers, and shipments requiring wet/dry ice may be authorized by the Buyer. The vendor must notify the Buyer when these charges are applicable, and the Buyer must list these charges on the order as a separate line item. The vendor may invoice for these special shipping/handling charges as a separate line item.

15. DELIVERY OF MATERIAL/SERVICES

Delivery schedules will be provided by the Buyer at the time the order is placed. The delivery of goods and services must be performed between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday (legal holidays being the exceptions), except when special arrangements are made by the Buyer. Legal holidays include:

New Year's Day
Birthday of Martin Luther King, Jr.
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal statute. Any other day designated by Executive Order.
Any other day designated by President's proclamation.

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When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, or estimated cost.

All shipments delivered herein shall be addressed as directed by the Buyer and marked as indicated below.

Name/Consignee (if applicable):

Bldg. Room

BPA Call #

National Institutes of Health

Address

16. WAGE RATE INFORMATION

If this Agreement provides for a service as defined by the McNamara-O'Hara Service Contract Act (SCA) and Public Law 89-286, the Act and Public Law are applicable. The minimum wage and fringe benefits for this service will be specified in the area wide wage rate determination that will be attached to the BPA Call at the time of issuance. In the absence of a specific wage rate determination, the minimum wage set forth in the Fair Labor Standards Act prevails.

17. LOCAL DELIVERY/COURIER SERVICES (Applicable to local delivery/courier service BPAs only).

Occasionally, the courier may be required to transport specimens/biological products between specified metropolitan Washington, DC locations such as hospitals and the NIH campus. These items or specimens are used in research and may or may not be packed in wet or dry ice. The specimens/biological products are required to be safely packaged in accordance with Federal and Public Health Service packaging requirements. Please be cautioned that the potential biohazard status of some of these items is unknown and the package should not be opened. The courier shall handle these specimens/biological products in the same manner as hand-carried mail.

18. PROMOTING EFFICIENT SPENDING

The NIH Policy on Promoting Efficient Spending was established in response to Executive Order 13589 to reduce wasteful spending when acquiring Conference/Meeting Space, Food, Promotional Items, and Printing and Publications commodities. The NIH Efficient Spending Policy implements the HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meeting Space, Food, Promotional Items, and Printing and Publications (Jan 2015) and the links to each policy are as follow:

- <https://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending/index.html>
- https://oamp.od.nih.gov/sites/default/files/ContractToolbox/confpolrewrite201511_01_508rev.pdf

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19. PRIVATE SECTOR TEMPORARY SERVICES

It is expressly agreed that the terms and conditions included in this blanket purchase agreement represent the complete agreement between the Government and contractor. Unlike some agreements between commercial organizations, it is expressly agreed that the Government shall not be liable for any fee, expense, or payment of any kind to the contractor if personnel employed by the contractor who work under this agreement apply for and are selected for a position within the Federal Government, regardless of the work location.

Services furnished by temporary help firms shall not be regarded or treated as personal services. At no time may an employer-employee relationship be created between the NIH and the private sector temporary. The firm, not the federal government, recruits, tests, hires, trains, assigns, pays, provides benefits and leave to, and as necessary, addresses performance problems, disciplines, and terminates its employees. Per 5, CPR Part 300.504 (a), the usage of temporary help in a single situation may not exceed **120 workdays** but may be extended at a maximum limit of no more than a total of **240 workdays**. The vendor shall not receive a "finder's fee" or other payment from the Government if a contractor employee is hired by the Government as a full-time or part-time position.

The vendor, at its own expense, shall perform training, except:

- The Government will provide orientation and training on NIH-specific systems particular to the work to be performed by the vendor. Time spent by contractor employees on Government/NIH specific training will be billable. If the vendor changes employees during the performance of tasks frequently enough to interfere with government operations and impose a burden on government training staff, the vendor **may be subject to reimbursing the NIH for training**, in addition to review of whether performance levels have been met.
- The Government will not authorize training for contractor employees to attend seminars, symposiums, or user group conferences unless required for the performance of a BPA Call.
- When the Government has given prior approval for training to meet special requirements that are peculiar to a particular BPA Call, the Government will reimburse the vendor for tuition, travel, and per diem as required, as well as for labor hours at the rate designated in the BPA Call.
- Training at government expense shall not be authorized for replacement personnel for the sole purpose of keeping contractor employees abreast of advances in the state-of-the-art technology or for training contractor employees on equipment, computer languages, and computer operating systems for which training is available on the commercial market.

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20. GOVERNMENT PROPERTY

In addition to the requirements of the clause, GOVERNMENT PROPERTY, incorporated in SECTION I of this contract, the Contractor shall comply with the provisions of HHS Publication, "HHS Contracting Guide for Contract of Government Property," which is incorporated into this contract by reference. This document can be accessed at:

http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf.

Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract. Requests for information regarding property under this contract should be directed to the following office:

Division of Logistics Services, NIH
Property Management Branch
6011 Building, Suite 639
6011 EXECUTIVE BLVD MSC 7670
BETHESDA MD 20892-7670
[nihcontractproperty@nih.gov](mailto:.nihcontractproperty@nih.gov)

21. ON-SITE CONTRACTOR ACCESS TO GOVERNMENT PROPERTY

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

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

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

22. FEDERAL INFORMATION AND INFORMATION SYSTEMS

This section is applicable to BPA Calls in which the Contracting Officer has determined that contractor personnel may require access to NIH-controlled facilities and/or information systems, including sensitive data/information in order to perform the BPA Call. The BPA Call shall provide specifics of position sensitivity level, contractor security deliverables, and Security Categorization of FIPS. If not included in the BPA Call, the vendor should contact the BPA Call ordering official for details.

1. HHS-Controlled Facilities and Information Systems Security

- a. To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) physical access to an HHS-controlled information system; (3) access to sensitive HHS data or information,

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whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

- b. To gain routine physical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigations procedures contained in the following documents:
1. HHS Information Security Program Policy
(<https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/index.html>)
 2. HHS Office of Security and Drug Testing, Personnel Security/Suitability Handbook, dated February 1, 2005 (http://www.governmentattic.org/4docs/HHS-NatnlSecInfoManual_2005.pdf)
 3. HHS HSPD-12 Policy Document, v. 2.0
(<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2005/m05-24.pdf>)
 4. Information regarding background checks/badges
(<http://idbadge.nih.gov/background/index.asp>)

c. **Position Sensitivity Levels:**

This contract will entail the following position sensitivity levels:

- Level 6: Public Trust - High Risk. Contractor/subcontractor employees assigned to Level 6 positions shall undergo a Suitability Determination and 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).
- d. The personnel investigation procedures for Contractor personnel require that (upon award) 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.

As part of its proposal, and if the anticipated position sensitivity levels are specified in paragraph (d) above, the Offeror shall notify the Contracting Officer of (1) its

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proposed personnel who will be subject to a background check/investigation and (2) whether any of its proposed personnel who will work under the contract have previously been the subject of national agency checks or background investigations.

Upon award, 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 Technical Representative (COTR), with a copy to the Contracting Officer, within 14 calendar days after the effective date of the contract. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:

https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.

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

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

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

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

- e. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
- f. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s). Accordingly, if position sensitivity levels are specified in paragraph (d) above, the Offeror shall ensure that the employees it proposes for work under this contract/order have a reasonable chance for approval.
- g. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3)

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

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

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, "Assessing Security and Privacy Controls in Federal Information Systems and Organizations" for use for the assessment of security control effectiveness. See

<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53Ar4.pdf> to access NIST Special Publications (800 Series).

2. Information Security and/or Physical Access Security

A. Baseline Security Requirements

- 1. **Applicability-** The requirements herein apply whether the entire contract or order (hereafter "contract"), or portion thereof, includes either or both of the following:
 - a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
 - b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of "information technology" (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
- 2. **Safeguarding Information and Information Systems-** In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:
 - a. **Protect government information and information systems in order to ensure:**
 - 1. **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - 2. **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and

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3. **Availability**, which means ensuring timely and reliable access to and use of information.
- a. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, within one (1) hour or less, bring the situation to the attention of the other party.
 - b. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
 - c. Comply with the Privacy Act requirements.

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

Confidentiality: Low Moderate High
Integrity: Low Moderate High
Availability: Low Moderate High
Overall Risk Level: Low Moderate High

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

No PII Yes PII

4. **Personally Identifiable Information (PII).** Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name,

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biometric records, etc.

PII Confidentiality Impact Level has been determined to be:

Low Moderate High

5. **Controlled Unclassified Information (CUI)-** CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:
 - a. Marked appropriately;
 - b. Disclosed to authorized personnel on a Need-To-Know basis;
 - c. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
 - d. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
6. **Protection of Sensitive Information-** For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.
7. **Confidentiality and Nondisclosure of Information-** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS

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records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

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

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

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

<https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf>

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

8. **Internet Protocol Version 6 (IPv6)**- All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6).
9. **Government Websites**- All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.
10. **Contract Documentation**- The Contractor shall use provided templates, policies, forms and other agency documents provided by the Contracting Officer and the Contracting Officer's Representative to comply with contract deliverables as appropriate.
11. **Standard for Encryption**- The Contractor (and/or any subcontractor) shall:
 - a. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
 - b. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
 - c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and NIH-

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specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).

- d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative within 15 days of the validation.
- e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

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

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

- a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the OpDiv SOP or designee with completing a PIA for the system or information within 60 days after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
- b. The Contractor shall assist the NIH Office of the SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

B. Training

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

C. Rules of Behavior

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior, and comply with the NIH Information Technology General Rules of Behavior <https://ocio.nih.gov/InfoSecurity/training/Pages/nihitrob.aspx>, which are contained in the NIH Information Security Awareness Training Course <http://irtsectraining.nih.gov>
2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual NIH Information Security Awareness Training. If the training is provided by the contractor, the signed Rules of Behavior must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

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D. Incident Response

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

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

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

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

1. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
2. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send NIH approved notifications to affected individuals in accordance with https://ocio.nih.gov/InfoSecurity/IncidentResponse/Pages/ir_guidelines.aspx
3. Report all suspected and confirmed information security and privacy incidents and breaches to the NIH Incident Response Team (IRT) via email at IRT@mail.nih.gov, COR, CO, the NIH Office of the SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable NIH and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:

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- a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
- b. not include any sensitive information in the subject or body of any reporting e-mail; and
- c. encrypt sensitive information in attachments to email, media, etc.
- d. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information HHS and NIH incident response policies when handling PII breaches.
- e. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation within an hour of discovery.

E. Position Safety Sensitivity Designations

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

Level 6: Public Trust - High Risk. Contractor/subcontractor employees assigned to Level 6 positions shall undergo a Suitability Determination and 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).

F. Homeland Security Presidential Directive (HSPD)-12

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

For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>

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Roster-

1. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within fourteen (14) calendar days after the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within seven (7) calendar days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:
https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx .
2. If the Contractor is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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).

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8. 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).
9. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
10. 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.

G. Contract Initiation and Expiration

1. **General Security Requirements** - The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HHS EPLC framework and methodology or and in accordance with the HHS Contract Closeout Guide (2012). HHS EA requirements may be located here: <https://www.hhs.gov/ocio/ea/documents/proplans.html>
2. **System Documentation**- Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information** - As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation in accordance with the NIH Media Sanitization and Disposal Policy to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification** - The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within **fifteen days** before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract**- The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-

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government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or NIH policies.

6. **The Contractor (and/or any subcontractor)** shall perform and document the actions identified in the NIH Contractor Employee Separation Checklist <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf> when an employee terminates work under this contract within 2 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

H. Record Management and Retention

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

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

3. Procuring Electronic & Information Technology That Is Accessible To Persons With (Or Without) Disabilities – Section 508

On August 7, 1998, Public Law 105-220 enacted the Rehabilitation Act Amendments of 1998 which significantly expanded and strengthened the technology access requirements of Section 508 of the Rehabilitation Act of 1973 (Section 508). Section 508 now requires that when Federal Agencies develop, maintain, or use electronic and information technology (E&IT), they must ensure that the electronic and information technology is accessible to people with disabilities, with few exceptions. It then required that the Architectural and Transportation Barriers Compliance Board (Access Board) create new Federal standards for E&IT products to make them more accessible by individuals with disabilities. The Access Board is an independent Federal agency established by Section 502 of the Rehabilitation Act (29 U.S.C. 792) whose primary mission is to promote accessibility for individuals with disabilities.

Federal employees and members of the public who have disabilities must have access to and use of information and services that is comparable to the same available to non-disabled Federal employees and members of the public.

Section 508 aims to provide Federal employees with disabilities access to office systems and information equal to their non-disabled colleagues. It also assures that people in the general public, who have disabilities, have equal access to Government information.

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Information about Section 508 provisions is available at <https://section508.gov/>. In addition, [HHSAR Clause 352.239-73](#) incorporated by reference.

4. 352.239-74 Electronic and Information Technology Accessibility.

As prescribed in HHSAR 339.203-70(b), insert the following clause:

Electronic and Information Technology Accessibility (December 18, 2015)

- (a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the “Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.
- (b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
- (c) The Section 508 accessibility standards applicable to this contract are:

(Contract staff must list applicable standards)

- (d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the

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level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

- (e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

23. BUYING GREEN

The Department of Health and Human Services (DHHS) Affirmative Action Plan (APP) for Purchasing Environmentally Preferable Products and Services was developed to ensure that green products will be purchased to the maximum extent practicable and fulfills the applicable affirmative procurement requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), Section 104 of the Energy Policy Act of 2005 (EPAct), Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order 13423 (“Strengthening Federal Environmental, Energy, and Transportation Management”), Executive Order 13514 (“Federal Leadership in Environmental, Energy, and Economic Performance”) and the Federal Acquisition Regulation (FAR) Part 23. A copy of this plan can be found at: <https://oamp.od.nih.gov/acquisition-offices/external-links> under “Green Purchasing.”

The APP defines “Green Purchasing” as the purchase of environmentally preferred products and services consistent with the following standards:

- **Recycled Content Products** - The current list of designated products, Environmental Protection Agency’s (EPA) guidance, and related technical information can be found on EPA’s web site at: <https://www.epa.gov/laws-regulations/significant-guidance-documents>.
- **Energy-Efficient Products: Energy Star®, Federal Energy Management Program (FEMP-Designated, and Low Standby Power)** - Information on FEMP-designated products can be found at <https://www.epa.gov/laws-regulations/significant-guidance-documents>. Information on low standby power products can be found on FEMP’s web site at: <https://www.energy.gov/eere/femp/low-standby-power-product-list>.
- **Biobased Products** - Information on these designated products, United States Department of Agriculture’s (USDA) guidance, and related documentation can be found on USDA’s web site at: www.biopreferred.gov/.

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- **Environmentally Preferable Products and Services** - The database of the products and specifications that are environmental preferred can be found at: www.epa.gov/epp.
- **Electronic Product Environmental Assessment Tool (EPEAT) Products** - EPEAT is intended to help purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes. EPEAT also provides a clear and consistent set of performance criteria for the design of products, and provides an opportunity for manufacturers to secure market recognition for efforts to reduce the environmental impact of its products. The EPEAT website is: <http://www.epeat.net/>.
- **Water-Efficient Products** - Information about the WaterSense Program is available at: <https://www.epa.gov/watersense>.
- **Non-Ozone Depleting Substances** - EPA's Significant New Alternatives Policy (SNAP) program. Information about the SNAP Program is available at: <http://www.epa.gov/ozone/strathome.html>

The mandatory requirement applies to all HHS acquisitions including those at or below the micro-purchase threshold when buying goods or services.

24. ADMINISTRATION

This BPA (Agreement) is issued and administered by the NIH BPA Program Branch. Questions or concerns about this BPA Agreement are to be addressed to and by the BPA Program Branch. For example, company name change, address, and/or telephone number change, change in billing procedures, affiliation status, price increases, etc.

National Institutes of Health
Blanket Purchase Agreement Branch
Division of Simplified Acquisition Policy and Services, DSAPS, OALM
6100 Executive Boulevard, Room 6B05, MSC 7540
Bethesda, MD 20892-7540
BPA Helpline: (301) 496-5212
BPA Program Email: BPAProgramBranch@od.nih.gov

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BPA TERMS AND CONDITIONS

All terms and conditions of the GSA Schedule contract flow down to the BPA and all Calls/Orders placed against the BPA. Buyers cannot alter or tailor Schedule contract terms and conditions but may add agency level and local terms and conditions that do not conflict with the Schedule contract terms and conditions.

BPA COMMODITY DEFINITIONS

A. Supplies/Equipment

Animal Feed, Bedding, and Cage Supplies: Animal food, specialized diets and bedding used in the maintenance of research animals. Includes plastic cages and all accessories for animal housing, such as sipper tubes and card holders.

Animals, Laboratory: All live animals required for biomedical research.

Badges & Insignia/Trophies/Promotional Items: Used in accordance with Government regulations.

Biological Materials: Enzymes, coenzymes, bacteria, and cell cultures for biomedical research. Examples are restriction enzymes, lysozyme, proteins, albumin, phosphatases, ligases, growth factors, hormones, transferases, dehydrogenases, kinases, transcription systems, RNA, DNA, polymerases, biological test kits and plants for research purposes. Human and non-human tissue materials such as tumors, kidney, eyeball, liver, brain and muscle samples for biomedical research.

Blood/Blood Products: Human and non-human blood, blood products, immunological reagents, sera and serous fluids, allergens, antigens and monoclonal antibodies.

Books/Journals/Subscriptions: Publications, including periodicals, books, book collections, dictionaries, manuals, encyclopedias, and other library resources. Excludes newspapers.

Chemicals: All chemicals required for clinical, laboratory or plant maintenance use. Consumables which incorporate chemicals such as a major component such as assay kits and packed columns for chromatography are included. Excludes pest control agents, disinfectants and water treatment chemicals.

Copier and Printer Paper and Supplies: Supplies and materials such as paper, toner, fuser oil, etc., for use in the processes of printing, duplicating and photocopying.

Diesel Fuel (fuel oils): Diesel fuels, light burner fuels, kerosene heavy fuel and other black (boiler type) fuels, illuminating oils.

Draperies/Blinds: Window Treatments/Draperies & Drapery Accessories, Venetian & Vertical Blinds, Window Shades, and Hardware. Drapery Accessories are items primarily constructed of textile fabric that can be used around a window for decorative purposes (e.g., cornice boards, valences, swags, tiebacks, etc.). Hardware includes any hardware necessary for the function. Hardware includes, but is not limited to, rods, pulleys, hooks, & slides for Draperies; slats, tapes or cords, tilting cords or wands, clamps, brackets, cord locks, bottom rails, end caps, vanes, beaded tilter chains, & hooks for blinds; and pulleys & side tracks for shades. Replacement hardware must be made available.

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Drugs/Medicines/Pharmacy Supplies: Drugs, pharmaceuticals, medicinal grade chemicals, vitamins, IV solutions, sterile water, medicinal preparations, medicated cosmetics and toiletries. Includes containers used to store or dispense these items. Excludes blood and blood products, biologicals, reagents and radiopharmaceuticals.

Electrical Supplies: Includes electrical and non-IT electronic components, electrical wire, cable cord and lighting fixtures. Examples include amplifiers, resistors, fuses, switches and filters.

Furniture: Includes desks, tables, chairs, file cabinets, normally found/used in an office setting including auditoriums, libraries, and conference rooms.

Gases, Compressed and Liquefied (Includes Demurrage): Includes compressed and liquefied gases, such as medical gasses, liquid helium, oxygen, liquid nitrogen, carbon dioxide and industrial gases.

Gasoline: Petroleum based, automotive gasoline (all types and grades) and liquid propellants.

Glassware: Glassware items required for use in the research laboratories such as bottles, graduated cylinders, petri dishes, test tubes, pipets and beakers.

Hardware/Tool/Building Supplies:

- **General Purpose Hardware:** General supplies used in the service or maintenance of material. Includes urethane sheet, wood glue, metal chains, ropes, ladders, door hooks, and sandpaper, rubber hoses and nozzles.
- **Metals:** Material such as stainless steel, copper, brass and aluminum formed into sheets, extruded angles, bars, plates and rods.
- **Plating:** Material coated electrolytically with a protective finish such as black oxide, nickel acetate, or sulfuric anodized dye.
- **Plumbing:** Accessories and supplies used in water systems. Includes vacuum fittings, valves, connectors, hoses, clamps, flags, tubes and gaskets.
- **Small Parts and Tools:** Implements, tools and machine parts used for maintenance purposes. Includes belts, hoses, screws, nuts, wire mesh steel, gauges and tubing.

Housekeeping and Janitorial Supplies: All items used in the domestic upkeep of offices and laboratories, such as disinfectants, sanitizers, detergents, polishes, scrubbing brushes, brooms, mops and toiletries.

IT Hardware: Includes computers, servers, word-processing equipment, printers, monitors, facsimile (FAX) machines, and copiers.

IT Software: System and utility programs to facilitate use of computer hardware; e.g., software application packages, media conversion, assembly, compiler, translator and object programs.

IT Supplies: Supplies such as thumb drives, compact disks (CDs), printer ribbons, cables, containers, reels, computer paper, tabulating paper and paper tape.

Laboratory Supplies: All commodities not identified elsewhere in these definitions, normally consumed or expended during laboratory activity. Examples are clamps, filters, stopcocks, measures, stoppers, thermometers, plasticware and metalware.

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Media: Any liquid, gel or powder used to maintain and support cell growth and function. This includes microbiological media, bacteriological media, tissue culture media, plated media, tubed media, buffered salts and identification systems. Excludes sera.

Medical and Laboratory Clothes: Disposable and non-disposable items of clothing and linen which are required exclusively by hospital operations or medical and dental facilities. Includes wearing apparel and protective clothing required for non-medical personnel.

Medical/Scientific Equipment and Instruments: Instruments, implements and tools used for medical, dental and scientific purposes. Examples are ovens, water baths, spectrophotometers, pumps, centrifuges, analyzers and safety hoods. Includes related accessories.

Medical, Veterinary and Surgical Supplies: Medical, veterinary and surgical supplies and materials used in laboratory and clinical research, including x-ray film, photographic film, catheters, ventilation tubes, precision forceps and precision scissors. Includes commodities for dental-related research. Excludes animal cages and bedding.

Office Supplies: Supplies and materials normally intended for administrative or clerical use. Examples are standard forms, agency forms, envelopes, stationery, pens, folders, typing elements and notebooks. Excludes IT paper and supplies, copier paper and supplies and rubber stamps.

Photography/Audiovisual Supplies and Equipment: Instruments and apparatus used for audiovisual and photographic purposes including: cameras, projectors, screens, DVD players, pictures, slides, illustrations, charts, lights, lenses, paper, and chemicals used in the developing of film and other photographic processes, etc., and other graphic or pictorial items to be used as a visual aid. Includes all film except for microfilm and x-ray film. Excludes film processing services.

Printing and Duplicating Equipment: Instruments or apparatus used for printing or duplicating.

Radionuclides/Radioisotopes: Drugs, medicinal grade chemicals, reagents and medicinal preparations containing or labeled with radionuclides. Chemical compounds, reagents, sealed radioactive sources and such items as kits used for in-vitro testing, containing or labeled with radionuclides and stable isotopes.

RNA Interference (RNAi): Includes RNAi reagents, sequences and screening.

Rubber Stamps: Rubber stamps used in office settings.

Security Devices: Includes locks, alarms and smoke detectors.

Water Purification Systems, and Supplies: Water quality installations, replacements of water purification tanks and supplies, such as filters, housings, valves, filter cartridges, membranes, etc., for removing impurities from water, used in system checks or repairs. Includes water treatment chemicals. Excludes purchase of equipment, laboratory glass, and plastic filtering supplies.

B. Services

Animal Services: Costs associated with the maintenance and holding of animals; ordinary and routine technical services such as antisera injection, antisera production, bleeding and collection and necropsy.

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Auto Repair/Parts/Cleaning Services: all items required for the operations, maintenance and repair of transportation vehicles including vehicular equipment components, tires & tubes, engine accessories, etc.

Carpet/Drapery/Furniture/Blind Cleaning and Repair/Carpet Installation: Includes cleaning and repair of carpets, furniture, window treatments/draperies & drapery, Venetian & vertical Blinds, and window shades. Also includes carpet installation.

Consulting/Training Services: Includes assistance and technical support to improve management programs and procedures. Excludes IT Consulting/Training services.

Copier Repair/Maintenance: Repairs to Government-owned photocopier equipment. Services, parts and excess copy charges related to the maintenance of Government-owned photocopying machines.

Delivery/Courier/Shipping Services: Commercial Local Courier delivery services for Same Day delivery of extremely urgent letters, small packages, and heavyweight shipments, including any accessorial services, within a Metropolitan City Area, offered to the general public. Charges incurred for the transportation of things (including animals) via common carrier and contract carrier. This includes demurrage, switching, re-crating, refrigerating, and other incidental expenses. Charges incurred for the local transportation of things. This includes cartage, handling, contractual transfers of supplies and equipment, and other charges incident to local transportation. Excludes Moving/Relocation Services.

Events Planning and Management/Public Relations Services/Marketing Services: Includes Writing Services, Event Planning and Management, Media Relations, Marketing, Graphics Design, Radio and Television Analysis, and Press Services.

Furniture Rehabilitation and Office Reconfiguration: Refinishing or refurbishing furniture, including painting, staining, reupholstering and repair. Pick-up and delivery are included. Management support services for the design, installation and reconfiguration of office furniture. Services cover those required to coordinate and monitor furniture design and installation phases of new furniture installations to ensure a smooth project completion.

Graphic Arts/Design Services: Includes exhibits, posters, pamphlets, and presentation materials. Excludes website design.

IT Consulting/Training Services: Includes consulting and training for IT Software, IT Equipment and Telecommunications.

IT Hardware Repair: Repairs to Government-owned IT equipment such as personal computers, word processing equipment, fax machine and printers.

IT Services: Services associated with IT operations and data-entry support functions. Includes service for system/executive software programmers, maintenance/operation of IT tape/disk libraries, data entry, cabling, keypunch/key verify services, and IT programming services support where no analysis is required. Includes website design and administration.

Laboratory and Testing Services: Services performed for biomedical research. Includes all standard testing services, immunoassays, standard assay services, histopathology services and autopsy services. Includes pick-up and delivery of research materials to be tested.

Laundry Services: Cleaning and dry cleaning of medical clothing.

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Medical and Scientific Equipment Repair/Maintenance: Repairs to equipment normally classified as laboratory or scientific equipment.

Miscellaneous Services: Only those services which cannot conceivably be classified in any existing commodity.

Moving/Relocation Services: A full range of services to remove the existing office furniture, equipment and related supplies from the existing location, transport the items to the new location, and place them according to the direction of the federal agency. Services include but not limited to pre-move planning, relocation plan designing, providing packaging materials, packing/crating, loading/unloading, delivery and setup.

Office Support/Temporary Help: Includes contractual services of temporaries. Requires compliance with relevant laws, Comptroller General decisions, and Office of Personnel Management and Departmental policies and instructions. Types of support include clerical, secretarial, accounting, laboratory technicians, scientists, etc.

Patient Medical Support Services: Includes contractual services of temporaries. Requires compliance with relevant laws, Comptroller General decisions, and Office of Personnel Management and Departmental policies and instructions. Types of support include nurses, nursing assistants, doctors, dentists, physical/occupational therapists, medical technicians, etc.

Photography/Audio Visual Equipment Repair: Repairs to Government-owned audiovisual equipment such as cameras, developing and finishing equipment, projectors, video cassette recorders and players, and televisions. Also includes repairs to Government-owned photographic and micro-photographic equipment such as cameras, developing and processing equipment, and microfiche readers.

Photography/Audio Video Services: Includes film and video processing.

Printing Services: Process of composition, plate making, press work, binding, and microform.

Signs/Mailings/Storage: Sign making, storage, distribution, and mailing of booklets, pamphlets, etc.

Transcription Services: Verbatim recording and typing of scientific and medical meetings, depositions and legal proceedings.

Translation Services: The process of translating from one language to another.

Transportation Services: Ground Transportation Services utilizing Van, Motor Coach (Bus), or Limousine for both scheduled and unscheduled routes. Services are available for single or multiple passenger shuttle transportation between and among buildings; driver services; airport transport; and VIP transport; etc. within or between cities. All services necessary to provide passenger shuttle services.

Utilities/Waste Disposal: Service includes all labor, materials, tools, equipment and supervision necessary to supply and deliver firm uninterrupted utility/waste services necessary to meet the Government's needs.

Writing/Editing and Typing and Press Clipping Services: Includes preparation of written material for publication or presentation, and correcting, revising or adapting as well as the typing of manuscripts, mailing lists, abstracts, CVs and bibliographies. Also includes press clipping services.

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Primary NIH Locations

- Washington, DC Metro Area (primarily Montgomery County)
- Baltimore, MD Metro Area
- Research Triangle Park, NC
- Hamilton, MT
- Phoenix AZ
- Cincinnati, OH
- Detroit, MI
- Framingham, MA

Important Websites – Website links are subject to change as websites are updated. Perform an internet search to locate the latest link.

BPA Program: <https://oamp.od.nih.gov/dsaps/bpa-program>

DSAPS Website: <http://oamp.od.nih.gov/dsaps>

Federal Acquisition Website: <https://www.acquisitions.gov/>

NIH Small Business Program Office: <https://oamp.od.nih.gov/NIHSmallBusiness>

Office of Financial Management: <https://ofm.od.nih.gov/Pages/Home.aspx>

Wage Determination Website: <https://beta.sam.gov/>

System of Award Management: <https://beta.sam.gov/>