**NIH-WIDE**

**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.)

_____
(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 places with the Government purchase card.**

☐ Government purchase card orders **<u>are</u>** acceptable.

☐ Government purchase card orders **<u>are not</u>** acceptable.

**NIH-WIDE**

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

# REQUIRED VENDOR INFORMATION FOR BPA

_____

Name of Company

_____

Vendor Mailing Address

_____

City, State, Zip Code

_____

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

_____

Data Universal Numbering System (DUNS) Number

_____

Company's Website

If you require a hard copy of each BPA Call submitted to your ordering office, please check here ☐ and provide the fax number you want NIH to use for this purpose.

Fax #: _____

## DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

***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 SAM website at http://www.sam.gov. The main telephone number for assistance is 1-866-606-8220 or https://www.fsd.gov.

*This company completed the SAM registration and the certification validity period expires on*_____

## ANNUAL REPRESENTATIONS AND CERTIFICATIONS

The vendor must complete the Representations and Certifications online through http://www.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].

*This company completed its Representations and Certifications validity period expires*

_____ *on*

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.

## CARE OF LABORATORY ANIMALS (HHSAR Clause 352.270-5 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) If yes, provide the assurance number._____

(h) If no, an explanation or other relevant information._____

(i) Provide Subcontractor's name and address: _____

(Incl. point of contact, phone number, and _____

Email address) _____

_____

_____

(j) 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? _____

(k) 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? _____

(l) If yes, provide the registration number. _____

(m) If no, provide explanation or other relevant information. _____

# 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 17(b) of OF-347 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 of time 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.

## SUMMARY TABLE
## SUPPLIES AND EQUIPMENT

| *COMMODITY (IDENTIFY ALL THAT APPLY) | PERCENTAGE DISCOUNT | QUANTITY DISCOUNT | **FSS CONTRACT NO. & PERIOD |
|---|---|---|---|
| | YES— NO—<br>_____ % | YES—<br>NO— | |
| | YES— NO—<br>_____ % | YES—<br>NO— | |
| | YES— NO—<br>_____ % | YES—<br>NO— | |
| | YES— NO—<br>_____ % | YES—<br>NO— | |
| | YES— NO—<br>_____ % | YES—<br>NO— | |

## SERVICES/REPAIR

| *COMMODITY (IDENTIFY ALL THAT APPLY) | PERCENTAGE DISCOUNT | QUANTITY DISCOUNT | **FSS CONTRACT NO. & CONTRACT PERIOD |
|---|---|---|---|
| | YES— NO—<br>_____ % | YES—<br>NO— | |
| | YES— NO—<br>_____ % | YES—<br>NO— | |
| | YES— NO—<br>_____ % | YES—<br>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)**

## 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 17(b) of Optional Form 347 (OF 347) 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 17(b) of OF 347 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.

## 6. INVOICE AND PAYMENT PROVISIONS

### I. Invoice Requirements

A. An invoice is the Contractor's bill or written request for payment under the BPA Call for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reason(s) why it is not a proper invoice. (See exceptions under II, below). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.

1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
2. Remit-to address (Name and complete mailing address to send payment).
3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
4. Invoice date.
5. Unique invoice numbers for all invoices per vendor regardless of site.
6. NBS document number formats must be included for awards created in the NBS: BPA Call Number and BPA Parent Award Number.
7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the System for Award Management (SAM).
8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor’s name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. *Line Item Title/Description and associated Line Item Period of Performance of supplies/services **that match** the line item title/description and line item period of performance listed on the award.
11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. *Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that **match** the line items specified in the award.

*NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the BPA Call may be needed before the invoice can be submitted and paid.

B. Shipping costs will be reimbursed only if authorized by the BPA Call. If authorized, shipping costs must be itemized. Where shipping costs exceed $100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

C. Mail an original and 1 copy of the itemized invoice to:

National Institutes of Health
Office of Financial Management, Commercial Accounts
2115 East Jefferson Street, Room 4B-432, MSC 8500
Bethesda, MD 20892-8500
For inquiries regarding payment call: (301) 496-6088

In order to facilitate the prompt payment of invoices, it is recommended that the vendor submit a photocopy of the invoice to the "Consignee" designated for the acquisition in blocks 6A – 6E of the face page of the Order/Award document.

## II. 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.

## III. 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.

## IV. 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 is 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.

**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://www.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.

• **Frequency:** Payment requests shall be submitted upon delivery and acceptance of goods or services unless otherwise specified in the award.

• **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. eVIP will not accept an invoice number that has been used previously.

• **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.

• **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.

• **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. The Contractor shall enter the following in the "Invoice Description" field of iSupplier: "Remit To Assignee: [the assignee's name, address, and the uniquely associated Data Universal Numbering System (DUNS) or DUNS+4]." For example:

"Remit to Assignee: ABC Corporation, 123 Main Street, Anywhere, MD 12345, DUNS 123456789 (or DUNS+4)".

**Preparation of the Payment Request:** The payment request shall be created in **iSupplier.** The Contractor's payment request shall furnish the information set forth in the instructions below.

(a) **Order Number:** Select appropriate order number.

(b) **Line Item(s):** Select the line item(s) for payment that includes the appropriate description, quantity, unit of measure, and unit price of supplies delivered or services performed **that match** the line item(s) specified in the award. Enter the "Quantity to Invoice" as applicable for each line item.

(c) **Invoice Number:** Enter the unique invoice number in the "Invoice Number" field.

(d) **Date of Invoice:** Enter the date of the payment request in the "Invoice Date" field.

(e) **Description of Supplies or Services**: Provide a description of the supplies or services, by line item (if applicable), quantity, unit price (where appropriate) and total amount. The description, unit of measure, and unit price must match those specified in the contract. For example, if the contract specifies 1 box of hypodermic needles (100/box) with a unit price of $50.00, the invoice must state 1 box, hypodermic needles (100/box), $50.00, not 100 syringes at $0.50 each. ****NOTE:** If the payment request must differ from the line items on the award, please contact the Contracting Officer before submitting the payment request.*

**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 shall be at the maximum discount rate (lowest net price) for comparable quantities under similar terms and conditions in addition to any trade or prompt payment discounts offered. **The vendor's published commercial price list and discount must be maintained for the period of the Agreement.** Any increase in commercial pricing (or lowering of agreed upon discount) must be submitted to the NIH for approval. Failure to do so may result in the cancellation of the BPA. However, the vendor may voluntarily raise, but not reduce, the discount at any time throughout the life of the BPA.

The vendor must also extend at least the same discount that exists for the BPA to all BPA Calls or orders against the BPA via purchase card. In addition, the vendor agrees to provide NIH buyers the published commercial list price 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.

## 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 17(b) of OF347 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 explained 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.** |
| **Washington's Birthday** |
| **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

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. ADMINISTRATION

The BPA office shown below shall be notified in writing of any change which will have an impact on ordering under this Agreement. For example, company name change, address, and/or telephone number change, change in billing procedures, affiliation status, price increases, etc. When one firm purchases another firm and a name change results, two (2) copies of the novation agreement must be immediately forwarded. Until information is received to the contrary, payments will continue to be made to the vendor appearing on the Agreement. Similar requirements apply to an assignment between two firms. Correspondence returned as undeliverable due to an address change may result in termination of the Agreement.

**BPA Office:**

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
Re: BPA Number –

## 17. WAGE RATE INFORMATION

If this Agreement provides for a service as defined by the Service Contract Act of 1965 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.

## 18. 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.

## 19. PROMOTING EFFICIENT SPENDING

In accordance with the OMB Memorandum M-11-35 *Eliminating Excess Conference Spending and Promoting Efficiency in Government* dated September 21, 2011; and HHS Memorandum *HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing and Publications* dated January 3, 2012 (Revised January 23, 2015); and NIH Memorandum *NIH Guidance Related to the HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing and Publications* dated January 30, 2012 (Revised November 1, 2015), the following addendum is to be incorporated into all applicable award documents and any modifications issued after January 3, 2012:

### 1.1 General

It is the policy of the National Institutes of Health (NIH) that conferences and meetings are conducted in observance of applicable legal requirements, efficient and effective use of taxpayer funds, and are able to withstand public scrutiny. The policy that follows implements "HHS Policy on Promoting Efficient Spending; Use of Appropriated Funds for Conferences and Meeting Space, Food, Promotional Items, and Printing and Publications", updated and reissued January 23, 2015. For reference, that document also lists the HHS specific policies pertaining to Food, Promotional Items, Printing and Publications issued January 3, 2012. HHS policy, and therefore NIH policy, is based on the Executive Orders, laws, and regulations cited in the HHS policy and will not be repeated here.

This policy covers two different types of conferences:

- **NIH Hosted, Sponsored or Co-Sponsored Conferences.** Normally, these events are planned, organized and paid for with NIH funds. Approval for these events is coordinated through the Office of Acquisition and Logistics Management (OALM), Office of Management, NIH. Where these events are supported through grant funds, approvals are coordinated through the Office of Policy for Extramural Research Administration (OPERA), Office of Extramural Research, NIH.
- **Non-NIH Hosted Conference Attendance.** These are events where the NIH is not involved in the planning, organizing, or funding of the events, rather NIH funds are used to travel to, attend, or participate in these events. Approval for these events is coordinated through the Office of Financial Management (OFM), Office of Management, NIH. Similar to above, where the attendance is supported through grants funds, OPERA is the coordinating point.

NIH Institutes and Centers (ICs) must implement internal policies and practices to:

- Ensure consistency across their organizations regarding documentation and submission of requests to host, Sponsor or attend a conference.
- Coordinate with other ICs to submit joint requests for approval of NIH Hosted, Sponsored or Co-Sponsored conferences and/or work with OFM to coordinate approvals for attendance at Non-NIH Hosted conferences.
- Establish procedures to ensure approval requirements are met prior to the obligation of funds.
- Ensure conference reporting accuracy for NIH Hosted, Sponsored or Co-Sponsored events; determining total expenses and providing and verifying data for post-event reports to the Office of the Inspector General (OIG) and annual conference reports to the OIG for posting on the NIH OALM Hot Links webpage.
- Establish and maintain auditable records of all conference, travel, and meeting related transactions. Documentation in the records shall be sufficient to constitute a complete history of the transactions for the purpose of: (1) providing a complete background as a basis for informed decisions at each step in the conference review, approval and reporting process; (2) supporting actions taken; (3) providing information for reviews and investigations and (4) furnishing essential facts in the event of congressional inquiries.

### 1.9 Meeting Space

In keeping with HHS policy, the NIH will conduct its meetings and conferences in space controlled by the Federal Government wherever practicable and cost effective. This includes meetings and events which have been determined not to be conferences in accordance with Section 1.5 and NIH Exhibit 1 of this policy. Some meeting space available in select federal facilities can be found at the Federal Meeting Facilities website. ICs may contact the NIH Events Management Services for conference space managed by the NIH. Where feasible, ICs should adjust conference dates to meet the availability of space controlled by the Federal Government. When Government controlled space is unavailable, commercial conference space may be requested according to the following: 18

- When conference participants consist primarily, or totally, of NIH employees, commercial conference space should be sought in the local area (within a 50 mile radius). Costs to be paid by the Government are limited to commercial conference space and administrative services only.
- The primary consideration for requests for commercial conference space when the event is to be held outside the local area and involves non-NIH participants should be the most convenient geographical location relative to the travel of the majority of conference participants whether they are NIH or non-NIH participants.

Proposed arrangements for commercial conference space must be the most economical and effective in terms of total cost to the government for travel, per diem, lodging, conference space, and other associated costs of conference facilities and services. ICs must complete form NIH 827-1, Request for Acquisition of Temporary Commercial Conference Space. The request must provide cost comparisons supporting the request in addition to a justification for the need for commercial conference space. All requests for non-federal space must be requested by the IC EOs (not re-delegable) on the NIH 827-1 form and Approved by Events Management.

Further guidance is provided in NIH Manual Chapter: 26101-17-1 Acquisition of Temporary Commercial Conference Space. Where NIH Manual Chapter 26101-17-1 conflicts with this NIH Guidance, this guidance will control.

**A. Justifications for Use of Commercial Space**

The following are acceptable justifications:

- Recurring events which benefit the NIH mission by varying the location so that participants take turns in sharing travel related expenses.
- Events that precede or follow another major event and result in time and cost savings for the Government (i.e. satellite conferences or events).
- Events comprised of additional evening or weekend sessions conducted before or after the main conference which utilizes NIH conference space. For example, the use of commercial conference space by advisory council members for an evening or weekend session as part of the main council event; where the majority of participants are staying in a local hotel during the visit.
- Events that require resources that NIH Events Management Services is not able to provide.

**B. Exemption from Requirement to use Federal or NIH Controlled Space—Peer Review/Objective Review**

Because of the number of NIH peer review meetings conducted each year, and the importance of peer review to the conduct of scientific research, it is neither practical nor cost-effective for NIH to conduct all of its peer review meetings in Federal Government controlled space. Peer Review/Objective Review meetings have received an exemption from the requirement to use federally controlled space and from the requirements of Manual Chapter 26101-17-1. 19

While the NIH peer review meetings are exempt from the requirement to utilize federal space, the peer review community is encouraged to look at the merits and flexibility of

applying the latest technologies such as video conferencing or holding peer review/study section meetings in NIH or other federally controlled space, if it is practical and cost effective to each particular meeting.

## 2.0 Food Policy

### A. General Policy

HHS prohibits using appropriated funds (whether from an annual appropriation, multi-year appropriation, appropriated user fees, mandatory appropriations, gift funds, or reimbursements from such appropriations) to purchase food (whether for conferences or meetings; for meals, light refreshments, or beverages; or for Federal or Non-Federal participants) unless one of the established exceptions below applies.

Note: This policy does not apply to the purchase of food for patients, lab animals, animal subjects and human research participants, or nutritional/toxicology counseling, studies or samples.

### B. Exceptions

The four exceptions to the general policy are as follows:

- **Training Events:** NIH ICs are authorized to pay for government employees' attendance at a non-NIH Hosted conference (that constitutes an authorized employee training program) that includes food if the registration fee includes the cost of food and the cost of food cannot be separated from the registration fee. However, NIH ICs shall not purchase food and refreshments for NIH funded training events, such as conference, workshops, symposia, and meetings, authorized under the Government Employee Training Act.
- **Award Ceremonies:** The Government Employees' Incentive Awards Act authorizes the use of appropriated funds to provide light refreshments, such as snacks and beverages, at federal employees' awards ceremonies when it has been determined that such food would materially enhance the awards ceremony in furtherance of the objectives of the awards. However, award ceremonies must emphasize public recognition of the employees' performance and allow other employees to honor and congratulate their colleagues. Therefore, the ceremonies cannot be limited to the employees receiving the awards.
- **Representation Fund:** NIH Representation Funds are budget allocations that are specifically authorized by appropriation to facilitate official reception and representation activities that further the interests of the Department. Such funds may be used to purchase food for official reception and representation activities.
- **Emergencies:** There is a limited exception for extreme emergencies involving imminent danger to human life or the destruction of federal property. This exception, however, is available only in rare situations and is heavily dependent on the facts presented in a particular situation.

<u>There is no exception for providing beverages at meetings and conferences hosted or sponsored by NIH.</u> This prohibition does not apply to circumstances where NIH IC staffs are *attending* a conference that is not hosted or sponsored by NIH. The food prohibition,

absent approval under one of the exceptions, applies regardless of whether the event is a conference or meeting or regardless of whether the event is held in federal or non-federal facilities.

**C. Food Provided at a Conference Co-Sponsored with a Non-Federal Entity**

NIH policy prohibits using appropriated funds to purchase food unless one of the exceptions described above can be supported as a part of the co-sponsored conference.

Also, when food is integral to the continuity and success of the meeting and the co-sponsorship agreement is approved in accordance with the provisions of this policy at Section 1.2 A, then food may be provided by the non-Federal co-sponsor. Additionally, the following criteria must be met and sustained throughout the co-sponsorship:

1. The IC as a co-sponsor has not solicited and will not solicit for payment of or the provision of food;
2. No appropriated funds will be used either for the food or as a quid pro quo for the food; this must be clear in the written agreement;
3. The food to be provided by the non-Federal co-sponsor will be held to less than an average of $20 per attendee to satisfy the applicable ethics rules; and
4. Signage will be visibly displayed near the food to identify that the food was provided by the non-Federal co-sponsor using its funds.

**D. Gift Funds**

As noted above, NIH has been granted statutory authority to accept, retain, and use gift funds. NIH may use gift funds to purchase food if the approving official determines that the purchase of food: (a) carries out the NIH mission; (b) satisfies the condition of the gift; (c) is consistent with NIH's policy on gifts and (d) is a necessary expense. The approving official role/responsibility has been delegated to the IC EO and cannot be further re-delegated.

When determining whether to use gift funds for food and beverages, sponsoring ICs should carefully consider the donor's expectation on how the gift funds would be utilized. Most donors do not expect that their donations are to be used for refreshments for meetings, rather, to benefit research. Before such funds are used, planners and approving officials need to take into account that sensitivity with full knowledge that use of these funds for food, exception notwithstanding, will likely be the subject of increased external scrutiny. The determination to use gift funds should be done on a case by case basis

**E. Registration Fees**

NIH has been granted statutory authority to charge a fee for certain programs and activities. However, NIH may not operate beyond the level that can be paid for by its appropriations. Nor can NIH circumvent appropriation limitations by augmenting its appropriations from sources outside the government. Therefore, any registration fees collected for conferences must be directly related to that conference. Registration fees cannot be used to acquire food, light refreshments or beverages for NIH sponsored conferences/meetings.

**F. Conference Services and Meeting Space**

Given the policy set forth above, and unless one of the exceptions applies, NIH solicitations, funding opportunity announcements, contracts (such as events management and logistical support contracts), purchase orders, grants, and agreements for conferences or meeting space must specifically prohibit the inclusion of food and meals, and state that food and meals are not to be provided and are an unallowable expense. In effect, when acquiring space to conduct conferences or meetings, ICs may not accept food if offered at the same price without food.

**G. Approvals**

The IC EO must approve all use of either appropriated or gift funds for the purchase of light refreshments and meals under the exceptions. If the food is part of a conference or meeting where the total cost of the event is over $75,000, then the IC EO must include the signed Entertainment Form as part of the overall conference package that must be sent to the NIH Deputy Director for Management (DDM) for approval.

### 2.1 Use of Appropriated Funds for Promotional Items

NIH considers promotional items to be an extraneous expense. Therefore, ICs shall not use appropriated funds to purchase promotional items.

Promotional items include, but are not limited to: Clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees or conference attendees. Typically, items or tokens to be given to individuals are considered personal gifts for which appropriated funds may not be expended.

ICs may use those promotional items that have been purchased prior to January 3, 2012 in order to dispose of excess stock. However, when doing so, IC EOs should carefully consider whether using the promotional items will directly further the IC's mission.

Only in rare cases, that is when the IC can demonstrate that the promotional items are necessary expenses (see "Necessary Expense Rule," (GAO Redbook p. 4-19) that directly further its mission, may such items be purchased. Any such necessary expense justification must be in writing, explain why the purchase is a necessary expense that is critical to the mission, and why the costs are considered reasonable. The justification must be approved, in writing, by the NIH Deputy Director for Management (DDM), without further delegation, and be included in the associated acquisition file, such as the purchase card log or contract file.

A request for approval must be made via the IC EO who shall prepare a Promotional Item Approval Form (see Attachment D) and submit the justification to the email box EfficientSpendingPolicy@NIH.gov for consideration by the DDM. Requests shall be submitted no later than 30 calendar days prior to intended award or obligation of funds. No obligation of funds and no purchase should be made prior to receipt of written approval from the DDM.

### 2.2 Use of Appropriated Funds for Printing and Publications

Regarding the general printing, copying, and scanning of routine documents, NIH personnel are expected to use sustainable practices to meet their needs, such as:

- Double-side printing
- Black and white printing vs. color
- Use of 'draft' quality rather than 'high' quality printing
- Use of sleep mode when printers and copies are not in use
- Use of toner-efficient fonts
- Narrow margins on network printers
- Limit use of desktop printers and shift to network printers unless an exception is granted

The acquisition vehicles developed for Print Management under OMB's Federal Strategic Sourcing Initiative (FSSI) and the NIH government Wide Acquisition Contract, Electronic Computer Store III (ECS III) or its successor, Chief Information Officer – Commodities and Solutions (CIO-CS) should be utilized when acquiring printing and copy devices and services. If acquiring printers, copiers and multifunctional devices without using the FSSI Print Management Blanket Purchase Agreements (BPAs) or the NIH ECS III /CIO-CS, the approval document signed by the IC EO, must detail why using another acquisition approach represents a lower total cost of ownership over FSSI BPAs or the NIH ECS III/CIO-CS.

## 20. 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, Subpart E, 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.

## 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 that have been 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, 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 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)

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 dentification badges to the Contracting Officer or designee.

**2. Standard for Security Configurations, HHSAR 352.239-70, (January 2010)**

a. The Contractor shall configure its computers that contain HHS data with the applicable Federal Desktop Core Configuration (FDCC) (see http://nvd.nist.gov/fdcc/index.cfm) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
Note: FDCC is applicable to all computing systems using Windows XPTM and Windows VistaTM, including desktops and laptops - regardless of function - but not including servers.

b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply: FDCC

c. The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings - see https://csrc.nist.gov/projects/security-content-automation-protocol . The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest FDCC major version and subsequent major versions.

d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

f. The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.

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

(End of Clause)

**3. Security Requirements For Federal Information Technology Resources, HHSAR 352.239-72, (January 2010)**

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

B. **Contractor responsibilities**. The Contractor is responsible for the following:

1. Protecting Federal information and Federal information systems in order to ensure their -
    a. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;
    b. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
    c. Availability, which means ensuring timely and reliable access to and use of information.
2. Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.
3. Adopting, and implementing, at a minimum, the policies, procedures, controls and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.

C. **Contractor security deliverables**. In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:

1. **IT Security Plan (IT-SP)** - due within 30 days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or

used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

a. **The Contractor's IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:**
b. **Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automation Information Resources.**
c. **National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.**
d. **HHS-OCIO Information Systems Security and Privacy Policy.**

2. **IT Risk Assessment (IT-RA) -** due within 30 days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.

3. **FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment) -** due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.

4. **IT Security Certification and Accreditation (IT-SC&A) -** due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems - see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior

management official shall sign the draft IT-SC&A and provided it to the Contracting Officer for review, comment, and acceptance.

**b. After resolution of any comments provided by the Government on the draft IT SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor's final version into the contract as a compliance requirement.**

**c. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:**

**i. Annual testing of the system contingency plan; and**

**ii. The performance of security control testing and evaluation.**

D. **Personal identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Technical Representative (COTR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.

E. **Contractor and subcontractor employee training**. The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COTR evidencing that Contractor employees have completed the required training.

F. **Government access for IT inspection**. The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.

G. **Subcontracts**. The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that -

**1. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or**

**2. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.**

H. Contractor employment notice. The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

I. Document information. The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

J. Contractor responsibilities upon physical completion of the contract. The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.

K. Failure to comply. Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

**(End of Clause)**

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

**4. NIH Information and Physical Access Security**

a. Security Categorization of Federal Information and Information Systems (FIPS 199 Assessment)

The Contractor and all subcontractors performing under this acquisition shall comply with the following requirements:

1. Information Type

[ ] Information & Technology Management _System Development

[ ] Mission Based Information:

_____

_____

_____

2. Security Categories and Levels

| | | | |
|---|---|---|---|
| Confidentiality Level: | [ ] Low | [ ] Moderate | [ ] High |
| Integrity Level: | [ ]Low | [ ] Moderate | [ ] High |
| Availability Level: | [ ] Low | [ ] Moderate | [ ] High |

**Overall Level:** [ ]Low [ ] Moderate [ ] High

3. **In accordance with HHSAR Clause 352.239-72, the contractor shall submit a FIPS 199 Assessment within 30 days after contract award. Any differences between the contractor's assessment and the information contained herein, will be resolved, and if required, the contract will be modified to incorporate the final FIPS 199 Assessment.**

b. Information Security Training

In addition to any training covered under paragraph (e) of HHSAR 352.239-72, the contractor shall comply with the below training:

1. Mandatory Training
   a. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information as defined at HHSAR 304.1300(a)(4), shall complete the NIH Computer Security Awareness Training course at: http://irtsectraining.nih.gov/ before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.

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

2. Role-based Training
   HHS requires role-based training when responsibilities associated with a given role or position, could, upon execution, have the potential to adversely impact the security posture of one or more HHS systems. Read further guidance at Secure One HHS Memorandum on Role-Based Training Requirement .

   For additional information see the following: https://ocio.nih.gov/aboutus/publicinfosecurity/securitytraining/Pages/rolebasedtraining.aspx.

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

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

c. Personnel Security Responsibilities

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

1. In accordance with Paragraph (h) of HHSAR 352.239-72, the Contractor shall notify the Contracting officer and the COTR within five working days before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.

2. New contractor employees who have or will have access to HHS information systems or data: The Contractor shall provide the COTR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.

3. Departing contractor employees: The Contractor shall provide the COTR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COTR upon request.

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

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

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

Loss and/or Disclosure of Personally Identifiable Information (PII) – Notification of Data Breach

The Contractor shall report all suspected or confirmed incidents involving the loss and/or disclosure of PII in electronic or physical form. Notification shall be made to the NIH Help Desk at (301) 496-4357 or https://itservicedesk.nih.gov/ within one hour of discovering the incident.

d. Vulnerability Scanning Requirements

This acquisition requires the Contractor to host an NIH webpage or database. The Contractor shall conduct periodic and special vulnerability scans and install software/hardware patches and upgrades to protect automated federal information assets. The Contractor shall report the results of these scans to the Project Officer/COTR on a monthly basis, with reports due 10 calendar days following the end of each reporting period. The Contractor shall ensure that all of its subcontractors (at all tiers), where applicable, comply with the above requirements.

**5. 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. Information about Section 508 provisions is available at http://www.section508.gov. In addition, HHSAR Clause 352.239-73 incorporated by reference.

## 23. BUYING GREEN

The Department of Health and Human Services (DHHS) Affirmative Action Plan (APP) for Purchasing Environmentally Preferable Products and Services was been 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 http://www.hhs.gov/asfr/ogapa/acquisition/acquisitionpolicies.html under "HHS Affirmative Procurement Plan (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: http://www.epa.gov/epawaste/conserve/tools/cpg/database.htm
- **Energy-Efficient Products: Energy Star®, Federal Energy Management Program (FEMP-Designated, and Low Standby Power) -** Information on FEMP-designated products can be found at http://www.eere.energy.gov/. Information on low standby power products can be found on FEMP's web site at: http://www.eere.energy.gov/.
- **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/.
- **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: 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. HHSAR CLAUSES INCORPORATED BY REFERENCE when the applicable circumstances apply

Full text of the below HHSAR Clauses can be found at: http://www.hhs.gov/policies/hhsar/

- 352.203-70 Anti-lobbying. (Dec 2015)
- 352.222-70 Contractor cooperation in equal employment opportunity investigations (Dec 2015)
- 352.223-70 Safety and health. (Dec 2015)

- 352.224-70 Privacy Act (Dec 2015)
- 352.227-70 Publication and Publicity (Dec 2015)
- 352.237-71 Crime Control Act—reporting of child abuse (Dec 2015)
- 352.239-73 Electronic information and technology accessibility (Dec 2015)
- 352.270-5a Notice to Offerors of Requirement for Compliance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals (Dec 2015)
- 352.270-5b Care of Live Vertebrate Animals (Dec 2015)

## 25. HHSAR CLAUSES INCLUDED IN FULL TEXT when the applicable circumstances apply

**1.** HHSAR Clause **352.204-16, Prevention and Public Health Fund--Reporting Requirements** (March 2012)

(*Applicable for all solicitations and BPA calls funded in whole or in part with PPHF funds*.)

a) Pursuant to Public Law 112-74, FY2012 Labor, HHS and Education Appropriations Act, Sec. 220, this contract requires the contractor to provide products and/or services that are funded from the Prevention and Public Health Fund (PPHF), Public Law 111-148, sec. 4002. Section 220(a)(5) requires each contractor to report on its use of these funds under this contract. These reports will be made available to the public.

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

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

d) The Government contract and order number, as applicable.

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

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

g) Program or project title, if any.

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

(i) Name and address of the subcontractor.

(ii) Amount of the subcontract award.

(iii) Date of the subcontract award.

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

(End of clause)

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

(*Applicable in solicitations, BPA Calls & orders to deliver services under HHS' programs directly to the public*.)

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

# 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, transfereases, 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, eye ball, 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.

***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 sand paper, 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 else ware in these definitions, normally consumed or expended during laboratory activity. Examples are clamps, filters, stopcocks, measures, stoppers, thermometers, plastic ware and metal ware.

***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 srea.

***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, stationary, 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. <u>Services</u>***

***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.

***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.

***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.

## 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

- DSAPS Website: http://oamp.od.nih.gov/dsaps
- Federal Acquisition Website: https://www.acquisition.gov/far/index.html
- System for Award Management: www.sam.gov