Below I have reproduced the contract that was awarded to each firm. Of course, the sub-contracting plan provisions appear only in the contracts for large businesses and the 8(a) provisions in the 8(a) set-aside awards.

/S/ Anthony M. Revenis

OMB No. 0990-0115

AWARD / CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
		A1 45

2. CONTRACT *(Proc. Inst. Ident.)* NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQUEST PROJECT NO.
263-01-D-0XXX	5/15/2001	N.A.

5. ISSUED BY CODE

National Institutes of Health, HHS
Division of Station Support Acquisition
6011 Executive Blvd., Room 529S
Rockville, MD. 20892-7663

6. ADMINISTERED BY *(If other than Item 5)* CODE

Anthony Revenis
Ph. (301) 402-3073
Fax. (301) 435-6101
RFP # 263-00-P(AH)-0040

7. NAME AND ADDRESS OF CONTRACTOR *(No. street, city, county, State and ZIP Code)*

CODE FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER *(See below)*

9. DISCOUNT FOR PROMPT PAYMENT
Net 30

10. SUBMIT INVOICES *(4 copies unless otherwise specified)* To THE ADDRESS SHOWN IN: ITEM See Task Orders & Section G

11. SHIP TO/MARK FOR CODE

To be provided with each task order. (T.O.)

12. PAYMENT WILL BE MADE BY CODE

NIH, Accounts Payable Section, OFM
Building 31, Room B1B-39
Bethesda, MD. 20892-6780 or as specified in T.O.

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
Accounting data will be provided with each T.O.

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	TITLE: FEDERAL INFORMATION & COMMUNICATIONS SERVICES TYPE: MULTIPLE AWARD, IDIQ, TASK ORDER CONTRACT Performance Period 5/15/01-5/14/06 NTE $250,000,000				
				15G. TOTAL AMOUNT OF CONTRACT	**$**

16. TABLE OF CONTENTS

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X	B	SUPPLIES OR SERVICES & PRICES / COSTS	2			PART III-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH	
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X	F	DELIVERIES OR PERFORMANCE	2				
X	G	CONTRACT ADMINISTRATION DATA	6		L	INSTRS., COND., & NOTICES TO OFFERORS	DELETE
X	H	SPECIAL CONTRACT REQUIREMENTS	4		M	EVALUATION FACTORS FOR AWARD	DELETE

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by teh following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☐ AWARD *(Contractor is not required to sign this document.)* Your offer on Solicitation Number _____. including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document necessary.

19A. NAME AND TITLE OF SIGNER *(Type or print)*

20A. NAME OF CONTRACTING OFFICER
Anthony M. Revenis, JD., Senior Contract Specialist

19B. NAME OF CONTRACTOR BY _____ *(Signature of person authorized to sign)*

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*

20C. DATE SIGNED

PART I - THE SCHEDULE -

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Independently, and not as an agent of the Federal government, the contractor shall provide all personnel, services and supplies necessary to meet the requirements of Section C. Each offeror shall appoint and list a single point of contact:

Name- Title-
E-mail: PH: FAX:

B.2 This is a five (5) year indefinite delivery, task order contract. These contracts will be used primarily by NIH, but may also be used by other portions of DHHS and other Federal agencies. Task orders may utilize option periods, subject to subsequent awards to the offeror, but the total performance time for any task order may not exceed five years.

B.3 Contracting Officers are advised to reevaluate this firm's cost accounting system before awarding a task order on a cost reimbursement basis.

B.4 Reserved

B.5 Task orders under this contract may be priced on any basis authorized by the Federal Acquisition Regulations (FAR) including, but not limited to, firm fixed-price, cost reimbursement, labor-hour and time/material (currently at FAR 16.2, 16.3 and 16.6). The type of pricing requested will be specified with each Request for Task Order Proposals

B.6 As listed in the proposal, the following prices will remain in effect for 1 year from the award date for the listed persons:

Name $-----/hr.
Name $-----/hr.
Name $-----/hr.

B.7 Offerors are advised that the contracts, awarded as a result of this RFP will be indefinite delivery, indefinite quantity, task order type contracts. NIH reserves the right to make supplemental awards or to use other sources if such action is in the best interest of the government. The choice of which firm to use for an individual action will be at the discretion of the Project Officer (PO) and Contracting Officer (CO), in accordance with the procedures delineated in FAR 16.505(b) which will be used to

determine the best interest of the government, all factors, including price, considered.

B.8 Reserved

B.9 SCHEDULE

Five Year Contract Period - Commencing upon the award date.

a.	Minimum amount	$ 200
b.	Estimated maximum amount for all five years	$250,000,000 *

* The estimated maximum amount represents the entire possible NIH requirement for these types of services. Because each institute makes their own procurement decisions, these services can and, to some unknown extent, probably will be secured through other procurement mechanisms.

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORKS STATEMENT

Purpose:

Although this solicitation will result in the award of multiple, task order contracts for Communications and Information Services that may be utilized by any Federal agency, most of the orders under these contracts will probably be from the National Institutes of Health (NIH) for medical, scientific or health information.

Background:

The National Institutes of Health (NIH), the Federal Government's medical research agency, requires a wide range of information technology, media, communication, and information delivery services. Begun as a one-room Laboratory of Hygiene in 1887, the National Institutes of Health today is one of the world's foremost biomedical research centers, and the Federal focal point for biomedical research in the U.S.

The NIH mission is to uncover new knowledge that will lead to better health for everyone. NIH works toward that mission by: conducting research in its own laboratories; supporting the research of non-Federal scientists in universities, medical schools, hospitals, and research institutions throughout the country and abroad; helping in the training of research investigators; and fostering communication of biomedical information.

The NIH is one of eight health agencies of the Public Health Service, which, in turn, is part of the U.S. Department of Health and Human Services. Comprised of 25 separate Institutes and Centers (ICs), NIH has 75 buildings on more than 300 acres in Bethesda, MD. From a total of about $300 in 1887, the NIH budget has grown to more than $15.6 billion in 1999.

Scope of Work:

NIH is soliciting services to enable all of its Institutes and Centers to achieve and maintain high quality performance in the areas of media, communication, and information dissemination and technology, particularly where this expertise does not exist in-house. Contractors will understand the mission, mandate and vision of the individual NIH Institute or Center, and will be able to work with all types of media, including electronic, print, and display. The intent of the contract is to enable the NIH to best “frame the message” necessary and to utilize the best delivery systems to reach the target audience. These contracts will allow NIH, and other

Federal agencies to take advantage of information technology developments now and in the future with a minimum of delay and administrative burden. Many of these services involve computerized and electronic communications, and offer the potential to advance the programs of the NIH through enhanced content development, high-speed delivery and improved efficiency. Contractors shall provide these services after making competitive task order proposals and being awarded a task order under the resultant contracts. The NIH is committed to ensuring that its communications activities and outreach services are widely available. Therefore, contractors are strongly encouraged to demonstrate and describe their specific expertise and knowledge in developing communications strategies, programs, materials for minority, Spanish-speaking, and underserved populations.

The NIH Institutes and Centers are engaged in diverse communications activities, ranging from providing answers to questions from consumers to developing national communications campaigns. The awarded contracts may be utilized to secure any required communication or communication related services but for evaluation purposes we have created the following 16 service categories:

1: Communications Research

The contractor shall provide a full range of communications and social marketing research capabilities. These services include, but are not limited to review and analysis of current literature, development of research strategies and designs, implementation of all appropriate research methodologies as well as program evaluation methodologies. The contractor also shall provide expertise in developing organizational communications strategies to address special projects as designated by the Institutes and Centers.

2: Media Analysis And Outreach

The contractor shall provide a full range of media services including but not limited to the development of detailed media strategies to meet the specific needs of the ICs, recommendations for media targets for special outreach projects, and assistance in identifying and segmenting media for IC programmatic needs.

3: Media and Crisis Communication Training

The contractor will provide media training for designated spokespersons (either NIH employees or grantees or contractors). This training will include both crisis communications as well as general media training

4: Information and Referral

The contractor must respond to written, e-mailed, and telephone and web

inquiries received. The contractor shall provide current, accurate information about the specific disease, health condition, or topic to health professionals, patients and their families, and the general public. Appropriately trained information specialists who are knowledgeable on the disease/health area shall be assigned to this task. If specified by the individual task order, the offeror shall also have the capability to respond to inquiries written and spoken in Spanish.

Inquiries will range from simple questions and publication orders to complex and technical questions. The contractor shall provide library and information resources that can be used to respond to the variety of inquiries received. The offeror will develop procedures to handle inquiries, including standard responses and strategies to handle difficult to answer questions. The offeror will provide a tracking and reporting system that provides the PO the data needed to assess the inquiry response function.

5: Outreach / Promotion

The contractor shall provide comprehensive services and expertise to support the public outreach mandate of the Institutes and Centers of the NIH. Specific activities will vary from one IC to another, but may include some mix of the following items. The contractor shall provide all elements needed to produce public information activities and/or campaigns designed to inform the public and other audiences about NIH research developments and findings. These mechanisms shall include Radio, Television, and Print Public Service Announcements (PSAs). The contractor will manage all aspects of creative concept development and implementation including distribution for PSAs. The contractor will provide mechanisms to track the effectiveness of each campaign, including Sigma encoding, usage reports and other relevant data.

6: Press, public information, marketing and media services

The contractor will provide expertise in organizing and assisting the ICs in their many and varied outreach activities. To perform these responsibilities, the contractor will be able to develop, maintain, and update mailing lists for desired target groups.

The contractor will demonstrate the ability to design and implement all aspects of direct mail production and distribution.

7: Outreach minority/underserved populations

Firms shall design and execute communication and recruitment efforts targeted to specific audiences.

8: Product development

The contractor shall provide writing and editorial services to develop publications and other materials needed by the ICs. The contractor will demonstrate the ability to design and implement all aspects CD-ROM production and videotape production.

9: Graphic design

The contractor shall provide a full range of graphic design services, including but not limited to design and layout, production planning, desktop publishing, and printing.

10: Exhibit services

The contractor will design and produce conference exhibits and displays, as well as color and black and white printing, and duplication specification and coordination, newsletter production, overhead transparency production and design, and scanning, and full-service slide production.

11: Communications meeting/conference support

The contractor shall provide a full range of conference management services including planning, registration, audiovisual equipment, message center operation, and graphic support services. The contractor will be able to design, produce and deliver all ancillary print materials needed for a successful meeting. In addition, the contractor will provide duplication services, marketing materials, exhibits, and displays. If requested the contractor will also provide transcription and secretarial support as well as books, reports, and interactive media as specified.

12: Database development/management

The ICs of the NIH compile and manage many different kinds of information. The contractor shall provide database design, management and analysis expertise to support the wide variety of data needs of the ICs. These may include, but are not limited to bibliographic, resource organizations, meetings, calendars, archival, and publications databases.

13: Information tracking and referral

The contractor will track media mentions of NIH or specific topics as designated. Items that merit additional attention will be forwarded to Government personnel for their attention, as specified. Information tracking may also be required as part of Task 4.

14: Web design, development and management

The contractor shall provide web site design development and maintenance services to interface with NIH computers. The web site services shall include a full range of available features, including but not limited to searchable full-text documents, streaming audio and video, animated banners, alternate formats for documents (ASCII and PDF), hot links to affiliated bulletin boards and e-mail, Adobe Acrobat versions of print publications, Shockwave interactive multimedia format, Listservs and chat rooms, online applications, order forms, surveys and feedback forms.

15: Web site usability testing

The contractor will provide web site usability testing to assure that NIH-supported websites are well-engineered and accessible to NIH's multiple and diverse audiences.

16: Inventory/warehouse/distribution services.

The contractor shall provide staff and facilities to organize, store, and distribute NIH publications and materials. These materials will be distributed as a result of public outreach and information dissemination campaigns. The contractor shall provide all aspects of mailing services including but not limited to production of mailing labels, bulk mailing, individual piece mailing, pickup from and delivery to NIH facilities.

SECTION D

PACKAGING AND MARKING

THERE ARE NO ARTICLES APPLICABLE TO THIS SECTION

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E.1 - INSPECTION AND ACCEPTANCE

a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

b. For the purpose of this article, the Project Officer is the authorized representative of the Contracting Officer.

c. Inspection and acceptance will be performed at:

The location will be specified in each task order.

E.2 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.arnet.gov/far/.

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

FAR CLAUSE NO.	TITLE AND DATE
52.246-4	Inspection of Services--Fixed Price (FEB 1992)
52.246-16	Responsibility for Supplies (APR 1984)

(end of clause)

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE F.1 PERIOD OF PERFORMANCE

The period of performance for this contract shall for five years from the date of award as listed on Page A1.

ARTICLE F.2 DELIVERABLE SCHEDULE

Deliverables will be specified with each task order.

ARTICLE F.3 DELIVERY OF MATERIAL

Unless otherwise specified, deliveries shall be made to the delivery point specified in the Schedule below Monday through Friday between 8:30 AM and 5:00 PM (except for Federal holidays) or other times agreed upon and as required by each order.

ARTICLE F.4 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.arnet.gov/far/.

No.	FAR Clause No.	Title and Date
1)	52.212-13	Stop Work Order (AUG 1989)
2)	52.212-15	Government Delay of Work (APR 1984)
3)	52.247-35	F.O.B. Destination, Within Consignee's Premises

(APR 1984)

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

ARTICLE G.1 PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

The Project Officer will be specified in each Task Order.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirement; (3) performing technical evaluation as required; (4) performing technical inspections and acceptance required by this contract; and (5) assisting in the resolution of technical problems encountered during performance. The Government may unilaterally change the Project Officer designation at any time.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in this contract; (2) not constitute new assignment of work or change to the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the contract price or extension to the contract delivery.

The Contracting Officer is the only person with the authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work or specifications; (2) modify or extend the period of performance; (3) change the delivery schedule;

or (4) otherwise change any terms and conditions of this contract.

(end of clause)

ARTICLE G.2 INVOICE SUBMISSION

(a) The Contractor shall submit an original and 2 copies of the invoice to the billing address specified in each task order. The contractor shall also submit two copies of the invoice to the Project Officer.

(b) Inquiries regarding payment of invoices should be directed to the Project Officer.

(c) The contractor must include the following information to comply with proper invoice submission procedures pursuant to FAR 32.9.

(1) Name and address of the contractor.
(2) Invoice date.
(3) Contract number, task order number and record of call number or other billing references required.
(4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
(5) Shipping and payment terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
(6) Name and address of contractor official to whom payment is to be sent (must be same as that in the contract or on a proper notice of assignment).
(7) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

(end of clause)

ARTICLE G.3 TASK ORDER PLACEMENT PROCEDURE

The following steps will be taken in the issuance of a task order under the contracts resulting from this Information and Communications Services (ICS) RFP:

Step 1. The ICS Coordinator will forward the Request for Task Order Proposal to as many firms as deemed appropriate under the guidance of FAR 16.505(b). Usually the request will be sent to all awarded firms.

The Request shall be issued on the NIH/GOV Task Order Form (See Section J). The Request will contain a detailed description of the work required (which must be within the scope of the contract), pricing information, evaluation criteria for selection and a required response date.

Step 2. The contractor shall prepare a proposal with as much detail as requested by the request and include a pricing proposal. The Task Order Form, signed by an authorized Contractor official, shall be submitted, as directed.

Step 3. The Project Officer (PO) and Contracting Officer (CO) shall review all resultant proposals in accordance with the stated evaluation factors and prepare a recommendation for award, detailing the reasons that the use of the selected firm is in the best interest of the Federal government in accordance with FAR 16.505(b) and determining if the price/cost represents fair and reasonable compensation. They will sign the Task Order Form and inscribe the appropriate accounting and appropriation reference. The CO will forward 1) the signed Task Order Form; 2) evidence of an obligation of sufficient funds and 3) source selection document to the NIH ICS Coordinator.

Step 4. The ICS Coordinator will review the submitted material to determine that the order is within the scope, period and ceiling value of the contract and approve the Task Order Form. Copies of the approved task order will be provided, by FAX, to the Contractor and to the Project/Contracting Officer.

Step 5. The contractor shall submit all invoices to the billing address at originating agency as directed by the Task Order Form. Billing shall be for hours actually worked and

amounts paid. All invoices shall include both current and cumulative billing and clearly cite the funds remaining. For non-NIH orders the entire NIH Fee shall be billed by the contractor with the first invoice (in no case later than 3 months after the issuance of an approved task order) and the amount remitted to NIH within 60 days of the invoice date. The Contractor shall also provide the ICS Coordinator with a copy of the final invoice and a task order closeout form (see Section J) for each task order in order to facilitate task order closeout. The final invoice shall provide the accounting activity at the originating agency with authority to deobligate unexpended funds.

If a task order requires modification, a request for modification will be forwarded to or originate with the Project Officer and follow the above listed steps.

ARTICLE G.4 NIH PROCESSING FEES

For each non-NIH task order or modification approved, NIH will be paid a fee by the contractor, which will be billed to the originating Agency. This processing fee covers the cost of the solicitation, contract awards and administration, including, contract management, contract-wide recording, tracking, monitoring, reporting, and problem resolution. The amount of each fee will be one percent (1%) of the entire funded task order or modification amount, but not less than $250 for each action. If the task order is canceled before work commences by the vendor, the NIH processing fee will not be charged. The fee is not refundable. If the scope of the task order is later reduced, no adjustment to previous amount or payment will be made.

The check should be sent to the NIH cashier's office at the following address:

NIH, OFM, FSB
Building 31, Room B1B23
31 Center Drive, MSC 2054
Bethesda, Maryland 20892-2054

The check must be payable to NIH and identified with the following information:

Contract Name: Information and Communication Services
Contract Number: (See page A.1), Task Order/Mod #
Appropriation/CAN Number: 4554/8570

A copy of the check should be sent along with the Check Report to the ICS Coordinator and DSSA Financial Analyst Team (see below). The check report will include the contract and task order numbers, the task order/modification award amount, invoice date and the amount of the processing fee. Additionally, the report must total to the amount of the check and include the check number. The information can be mailed, faxed or delivered to be received not later than the 10th of the following month.

If the vendor reporting requirements stated above are not met, vendors may be subject to a moratorium of their contract. During

the moratorium, the vendor shall be precluded from proposing on or receiving orders under the contract.

ARTICLE G.5 DSSA FINANCIAL ANALYSIS TEAM

The financial team will have the following responsibilities: tracking gross sales, NIH sales and outside NIH sales by vendor and by contract; reconciling vendor financial reports to the Task Orders and the 1% processing fee received by the NIH, Office of Financial Management; follow-up will include contacting vendors and agencies to reconcile discrepancies.

c/o Edward Wilgus, Branch Chief
Tel: (301) 402-3070, Fax: (301) 480-1145

Financial Team Address:

National Institutes of Health, OPM
DSSA FINANCIAL ANALYSIS TEAM
6011 Executive Blvd., 5th Fl.
Rockville, Maryland 20892-7663

Article G.6 - Contractor Activity Report

The vendor shall provide a yearly activity report (see below for report format). One copy of the activity report shall be provided to the NIH ICS Coordinator and a second copy to the DSSA financial analysis team. The report is to be received no later than the 10th of the following month after the end of each year of the performance period (Due May 10th). The activity report can be mailed, delivered or faxed. The vendor shall include in the activity report all current task orders and task orders that were closed in the past 24 months.

Report format:
Header Info: Firm, Contract#, Reporting Period.
Line Info: Task Order#, Date, Number of Modifications, Customer Institute/Agency, TO Amount, Authorized Hours, Billed Amount and Hours, Remaining Amount and Hours, Scheduled Completion Date, (for non-NIH task orders) Fee Amt, Check# & Date to NIH, Date Cancelled Check Recorded.

ARTICLE G.7 CONTRACTOR'S POINT OF CONTACT

Please provide below the name and information for the person who will be primarily responsible for providing the required financial reports:

NAME: _____

TITLE: _____

PHONE: _____

FAX: _____

ADDRESS: _____
_____
_____

ARTICLE G.8 TRAVEL EXPENSES

This contract is subject to the provisions of Section 24 of Public Law 99-234 which amends the Office of Federal Procurement Policy Act to provide that Contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for federal employees.

The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

***PLEASE NOTE THAT FIRMS ARE NOT AUTHORIZED TO BILL FOR PREPARATION OF TASK ORDER PROPOSALS.

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DISSEMINATION OF CONTRACT INFORMATION

Unless otherwise provided in this contract, the Contractor shall not:

- publish
- permit to be published
- distribute for public consumption
- utilize for any other purpose

any information, oral or written, concerning the information gathered, the results of, or conclusions made pursuant to, performance under this contract, without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

H.2 CONFIDENTIALITY OF INFORMATION

Any designs, equipment, concepts, which evolves from performance hereunder shall be considered as "Administratively Confidential". The Contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the Government's Project Officer (PO) before publications or dissemination, for accuracy of factual data and interpretation.

H.3 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in

complying with contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer, and the Contracting Officer's Technical Representative, in writing, giving pertinent details, provided, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.4. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

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

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

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (http://www1.od.nih.gov/oma/oma.htm)

H.5. IDIQ OMBUDSMAN

a. In accordance with FAR 16.505(b)(4), the designated ombudsman is

Associate Director, Office of Intramural Affairs and
NIH Competition Advocate for Station Support
Building 1, Room 140
9000 Rockville Pike

Bethesda, MD 20892

b. If issues cannot be resolved by the CONTRACTING OFFICER, they are to be forwarded to the Ombudsman for review.

H.6. NEEDLE EXCHANGE

a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b.

Public Law and Section No.	Fiscal Year
P.L. 106-113 Section 505	2000

H.7. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

H.8. SUBCONTRACTING PROVISIONS (For Large Businesses only)

a. Small Business Subcontracting Plan

(1) The Small Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.

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

b. Subcontracting Reports

(1) The Contractor shall submit 1 copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Bldg., Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

(3) The contractor shall also send an "Information Copy" of the SF-295 to the Contracting Officer and Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

H.9. PRESS RELEASES

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

b. Public Law and Section No.	Fiscal Year
P.L. 106-113 Section 507)	2000

H.10. YEAR 2000 COMPLIANCE

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

1. Service Involving the Use of Information Technology

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

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing)

from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

PART II

SECTION I-CONTRACT CLAUSES

GENERAL CLAUSES

* Applicability of clause will be indicated as follows:

A – All task orders
F – Fixed Price task orders (TO)
C - Cost-Reimbursement task orders
T – Time/Materials & Labor hour TO
B – Both C & T type TOs
G – Both F & T type TOs

Contract Reg	Clause Date	*	Clause Title
FAR52.202-1	Oct 1995	A	Definitions
FAR52.203-3	Apr 1984	A	Gratuities (Over $100,000)
FAR52.203-5	Apr 1984	A	Covenant Against Contingent Fees (Over $100,000)
FAR52.203-6	Jul 1995	A	Restrictions on Subcontractor Sales to the Government (Over $100,000)
FAR52.203-7	Jul 1995	A	Anti-Kickback Procedures(Over $100,000)
FAR52.203-8	Jan 1997	A	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (Over $100,000)
FAR52.203-10	Jan 1997	A	Price or Fee Adjustment for Illegal or Improper Activity (Over $100,000)
FAR52.203-12	Jun 1997	A	Limitation on Payments to Influence Certain Federal Transactions (Over $100,000)
FAR52.204-4	Jun 1996	A	Printing/Copying Double-Sided on Recycled Paper (Over 100,000)

FAR52.209-6	Jul 1995	A	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over $25,000)
FAR52.215-2	Jun 1999	A	Audit and Records - Negotiation (Over $100,000)
FAR52.215-8	Oct 1997	A	Order of Precedence - Uniform Contract Format
FAR52.215-10	Oct 1997	A	Price Reduction for Defective Cost or Pricing Data
FAR52.215-12	Oct 1997	A	Subcontractor Cost or Pricing Data (Over $500,000)
FAR52.215-14	Oct 1997	A	Integrity of Unit Prices (Over $100,000)
FAR52.215-15	Dec 1998	A	Pension Adjustments and Asset Reversions
FAR52.215-18	Oct 1997	A	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
FAR52.215-19	Oct 1997	A	Notification of Ownership Changes
FAR52.215-21	Oct 1997	A	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
FAR52.216-7	Mar 2000	C	Allowable Cost and Payment
FAR52.216-8	Mar 1997	C	Fixed Fee
FAR52.216-12	Apr 1984	C	Cost Sharing Contract-No Fee
FAR52.219-4	Jan 1999	A	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
FAR52.219-7	Jul 1996	A	Notice of Partial Small Business Set-Aside
FAR52.219-8	Oct 1999	A	Utilization of Small Business Concerns (Over $100,000)

FAR52.219-9	Oct 1999	A	Small Business Subcontracting Plan
FAR52.219-14	Dec 1996	A	Limitation on Subcontracting
FAR52.219-16	Jan 1999	A	Liquidated Damages - Subcontracting Plan (Over $500,000)
FAR52.219-18	Jun 1999	A	Notification of Competition Limited to Eligible 8(a) Concerns
FAR52.219-25	Oct 1999	A	Small Disadvantaged Business Participation Program-Disadvantage Status and Reporting
FAR52.222-2	Jul 1990	C	Payment for Overtime Premium (Over $100,000) (Note: The dollar amount in paragraph (a) of this clause is $0 unless otherwise specified in the contract.)
FAR52.222-3	Aug 1996	A	Convict Labor
FAR52.222-26	Feb 1999	A	Equal Opportunity
FAR52.222-35	Apr 1998	A	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
FAR52.222-3	6Jun 1998	A	Affirmative Action for Workers with Disabilities
FAR52.222-37	Jan 1999	A	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
FAR52.223-6	Jan 1997	A	Drug-Free Workplace
FAR52.223-14	Oct 1996	A	Toxic Chemical Release Reporting
FAR52.225-1	Feb 2000	A	Buy American Act - Balance of Payments Program – Supplies
FAR52.225-13	Feb 2000	A	Restrictions on Certain Foreign Purchases
FAR52.227-1	Jul 1995	A	Authorization and Consent

FAR52.227-2	Aug 1996	A	Notice and Assistance Regarding Patent and Copyright Infringement (Over $100,000)
FAR52.227-3	Apr 1984	A	Patent Indemnity
FAR52.227-14	Jun 1987	A	Rights in Data - General (Alternate III)
FAR52.232-9	Apr 1984	A	Limitation on Withholding of Payments
FAR52.229-3	Jan 1991	G	Federal, State and Local Taxes (Over$100,000)
FAR52.229-5	Apr 1984	G	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico
FAR52.232-1	Apr 1984	F	Payments
FAR52.232-7	Mar 2000	G	Payments under Time-and-Materials and Labor-Hour Contracts
FAR52.232-8	May 1997	G	Discounts for Prompt Payment
FAR52.232-9	Apr 1984	A	Limitation on Withholding of Payments
FAR52.232-17	Jun 1996	A	Interest (Over $100,000)
FAR52.232-20	Apr 1984	A	Limitation of Cost
FAR52.232-23	Jan 1986	A	Assignment of Claims
FAR52.232-25	Jun 1997	A	Prompt Payment
FAR52.232-34	May 1999	A	Payment by Electronic Funds Transfer-- Other Than Central Contractor Registration
FAR52.233-1	Dec 1998	A	Disputes
FAR52.233-3	Aug 1996	G	Protest After Award
FAR52.233-3	Aug 1996	C	Protest After Award, Alternate I (Jun 85)
FAR52.242-1	Apr 1984	B	Notice of Intent to Disallow Costs

($500,00)

FAR52.242-4 Jan 1997 C Certification of Final Indirect Costs

FAR52.242-13 Jul 1995 A Bankruptcy (Over $100,000)

FAR52.243-1 Aug 1987 F Changes – Fixed Price

FAR52.243-2 Aug 1987 C Changes - Cost Reimbursement, Alternate I(Apr 1984)

FAR52.243-3 Aug 1987 T Changes – Time and Materials and Labor-Hours

FAR52.244-2 Aug 1998 G Subcontracts

FAR52.244-2 Aug 1998 C Subcontracts, Alternate II (Aug 1998)

FAR52.244-5 Dec 1996 C Competition in Subcontracting (Over 100,000)

FAR52.245-5 Jan 1986 B Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contract)

FAR52.246-25 Feb 1997 G Limitation of Liability – Services (Over $100,000)

FAR52.249-4 Apr 1984 F Termination for Convenience of the Government (Services) (Short Form)

FAR52.249-6 Sep 1996 B Termination (Cost-Reimbursement)

FAR52.249-8 Apr 1984 F Default (Fixed-Price Supply and Service)(Over $100,000)

FAR52.249-14 Apr 1984 A Excusable Delays

FAR52.253-1 Jan 1991 A Computer Generated Forms

HHSAR352.202-1 Apr 1984 A Definitions - Alternate I (Apr 1984)

HHSAR352.224-70 Apr 1984 A Confidentiality of Information

HHSAR352.228-7 Dec 1991 A Insurance - Liability to Third Persons

HHSAR352.232-9	Apr 1984	A Withholding of Contract Payments
HHSAR352.233-70	Apr 1984	B Litigation and Claims
HHSAR352.242-71	Apr 1984	B Final Decisions on Audit Findings
HHSAR 352.270-1,	Apr 1984	A Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities
HHSAR352.270-6	Jul 1991	A Publication and Publicity
HHSAR352.270-7	Apr 1984	A Paperwork Reduction Act

NOTE: All HHSAR clause can be reviewed in full text at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=1999_register&docid=fr08ja99-34

ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

CLAUSE NO.	CLAUSE TITLE	DATE
52.204-02	Security Requirements	Aug 1996
52.217-08	Option to Extend Services	Nov 1999
52.223-5	Pollution Prevention and Right-To-Know Information	Apr 1998
52.224-01	Privacy Act Notification	Apr 1984
52.224-02	Privacy Act	Apr 1984
52.225-08	Duty Free Entry	Feb 2000
52.225-16	Sanctioned European Union for Country Services	Feb 2000
52.227-19	Commercial computer Software Restricted Rights	Jun 1987
52.228-05	Insurance-Work on a government Installation	Jan 1997
52.232-18	Availability of Funds	Apr 1984
52.232-22	Limitation of Funds	Apr 1984

52.237-02	Protection of Government Buildings, Equipment and Vegetation	Apr 1984
52.237-03	Continuity of Services	Jan 1991
52.239-1	Privacy of Security Safeguards	Aug 1996

FAR 52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in

the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 60 days after the contract expiration date.

FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract through contract Expiration date.

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

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 Order Limitation (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500, the Government is not obligated to purchase, nor is the Contractor obligated to

furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of their contract ceiling amount;

(2) Any order for a combination of items in excess of the contract ceiling amount; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 1999). (Applies only to proposals under 263-00-P(AH)-0040(c))

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern," means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of _10_ percent to the price score of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

FAR Clause 52.219-70XX, SECTION 8(a) DIRECT AWARD (HHS/SBA MOU-FEBRUARY 8, 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the NIH. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by Contracting Officer at time of Award]

**** (Note: Insert bracketed information for RFPs. For Contracts, insert the appropriate cognizant SBA District Office.) ****

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637 (a)(21), transfer of ownership

or controls shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

ITEM	NUMBER OF PAGES
1. Instructions for Using ICS Contracts	2
2. NIH ICS Task Order Form	2
3. NIH Task Order Closeout Form	2
4. Subcontract Plan (Large Businesses Only)	7

In accordance with the Uniform Contract Format, Sections L & M are deleted and Section K is incorporated by reference.