

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   84
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2. CONTRACT (Proc. Inst. Ident.) NO. HHSN316201200044W	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 2356869
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5. ISSUED BY National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda MD 20892-7511	CODE IO-OLAO/NITAAC	8. ADMINISTERED BY (# other than Item 5) National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda MD 20892-7511	CODE ADM-OLAO/NITAAC
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORP:1110285 1710 SAIC DRIVE MCLEAN VA 221023703	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT PROMPT PAY
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11. SHIP TO/MARK FOR 6011 Executive Blvd, Rockville 6011 Executive Blvd Rockville MD 20852	CODE 6011 EXE BLVD, ROCKVIL	FACILITY CODE	12. PAYMENT WILL BE MADE BY 2115 E Jefferson St MSC 8500 Suite 4B 432 Bethesda MD 20892-8500	CODE 2115 E JEFFERSON ST
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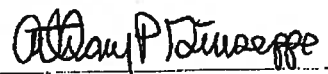
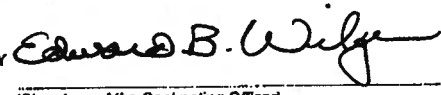
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$20,000,000,000.00

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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	H	SPECIAL CONTRACT REQUIREMENTS					

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the followin documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> 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 to the items listed above and on any condition 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 is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) <b>ANTHONY P. GIUSPPE, VICE PRESIDENT</b>	19B. NAME OF CONTRACTOR	19C. DATE SIGNED 5/22/12	20A. NAME OF CONTRACTING OFFICER EDWARD B. WILGUS	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 5/23/12
BY 			BY 		
(Signature of person authorized to sign)			(Signature of the Contracting Officer)		

NAME OF OFFEROR OR CONTRACTOR  
**SCIENCE APPLICATIONS INTERNATIONAL CORP:1110285**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1	<p>Chief Information Officer - Solutions and Partners 3 (unrestricted)</p> <p>This is a ten (10) year indefinite delivery - indefinite quantity (IDIQ) contract utilizing all contract types under FAR Subpart 16.2 (Fixed-Price), FAR Subpart 16.3 (Cost-Reimbursement), FAR Subpart 16.4 (Incentive), and FAR 16.6 (Time-and-Materials/Labor-Hour) in accordance with FAR 16.5. All federal agencies may place task orders against this contract.</p> <p>The overall minimum for this contract is: \$250.00            The minimum is guaranteed            The overall maximum for this contract is: \$20,000,000,000.00            FOB: Destination            Period of Performance: 06/01/2012 to 05/31/2022</p> <p>Special Handling: See Award Terms            Chief Information Officer - Solutions and Partners 3            Obligated Amount: \$250.00            Delivery To: 6011/Suite 503            Product/Service Code: D399            Product/Service Description: IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS</p> <p>Project Data:            124914.1.HNAM277 OD OM OALM OLAO DATA DIV ACQUISITION TECHNOLOGY ACQUI.2525 IT (ADP) SERVICES (INCLUD.11/23/2011            Accounting Info:            08000420120RAO.2012.06.A100.HNAM270000C.I.00566.90            1.A178.2525.610001.9999.9999.9999            Funded: \$250.00</p>				20,000,000,000.00

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## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

The Chief Information Officer–Solutions and Partners 3 (CIO-SP3) Government-Wide Acquisition Contract (GWAC) is a ten (10) year Indefinite Delivery/Indefinite Quantity (IDIQ) contract. This contract is intended to provide information technology (IT) solutions and services as defined in FAR 2.101(b) and further clarified in the Clinger-Cohen Act of 1996. These IT solutions and services include, but are not limited to, health and biomedical-related IT services to meet scientific, health, administrative, operational, managerial, and information management requirements. The contract also contains general IT services partly because medical systems are increasingly integrated within a broader IT architecture, requiring a systems approach to their implementation and a sound infrastructure for their operation.

### **ARTICLE B.2. AUTHORITY**

The Office of Management and Budget (OMB) has designated NIH as an Executive Agent for government-wide IT acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. Sec. 11302(e). The scope of this designation includes the award and administration of the GWAC. Through this GWAC, Federal government agencies can award task orders to acquire IT services.

The authority of the NITAAC Procuring Contracting Officer (PCO), and the agency Ordering Contracting Officer (OCO) are defined in Article G.3., ROLES.

### **ARTICLE B.3. TASK ORDER AWARDS AGAINST THE GWAC**

Upon award of the GWAC, and pursuant to FAR 16.504(a)(4)(vi), any duly warranted federal government Contracting Officer (as that term is defined in FAR 2.1) in good standing with the appropriate contracting authority is authorized to award task orders under this contract. For purposes of this contract, these individuals are referred to as OCOs. Task orders may be multi-year or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements. Refer to Article ARTICLE F.2., TASK ORDER PERIOD OF PERFORMANCE.

### **ARTICLE B.4. PRICES/COSTS**

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$250 (minimum) nor more than a total of \$20,000,000,000 (maximum) for successful performance of this contract.

- a. The costs and prices set forth in this ARTICLE will cover the contract period June 1, 2012 through May 31, 2022.
- b. The Government will issue Task Orders based on the work described in SECTION C of this contract and the schedules set forth in Section J., Attachment J.1., Labor Rates.
- c. The price schedules set forth in Section J., Attachment J.1, Labor Rates, contain on-site and off-site hourly labor rates for each year of the contract. These price schedules can be used on Firm Fixed Price, Time and Materials, and Labor-Hour type task orders (See FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts for a definition of these rates). The hourly rates are ceiling price rates and contractors may, at their discretion, elect to propose lower hourly rates when responding to a request for a task order.
- d. For Cost Reimbursement task orders, the contractor will provide to the OCO complete supporting schedules identifying all applicable direct and indirect costs in performance of the task order. Contractors with government-approved rates should submit the most recently approved provisional indirect billing and actual rates for both direct and indirect costs. Contractors without audited rates shall propose indirect rates in accordance with FAR Part 31. The fee will be negotiated for each task order consistent with statutory limitations. If the task order type is to be CPAF or CPIF, the fixed portion of fee and the award or incentive portion will be clearly differentiated. Refer to Article G.7.2.2 for further information regarding Cost Reimbursement task orders.

## **ARTICLE B.5. RATE REFRESHER**

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

## **ARTICLE B.6. WORK OUTSIDE OF THE CONTINENTAL UNITED STATES (OCONUS)**

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

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

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

## **ARTICLE B.7. POSTING REQUIREMENTS FOR RATES**

The contractor shall post their rates at their individual websites within 30 days after contract award consistent with the format shown in Section J., Attachment 1, Labor Rates (see also Article G.5. CONTRACTOR INTERNET PRESENCE). The contractor consents to the government posting the URL for the contractor's site on the NITAAC website.

## **ARTICLE B.8. ADVANCE UNDERSTANDINGS**

### **a. Non-Personal Service**

Pursuant to FAR 37.1, no personal services shall be performed under any task orders issued under this contract. All work requirements shall flow only from the agency OCO's Technical Representative to the Contractor's Project Manager. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government communication has been given or action taken that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the OCO of this communication or action.

### **b. Inherently Governmental Functions**

Pursuant to FAR 7.5, the Contractor shall not perform any inherently Governmental actions under any task orders issued under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with any task orders under this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with any task order under this contract, the Contractor employee shall state that they have no authority to in any way change the task order and if the other contractor believes this communication to be a direction to change their task order, they should notify the OCO for that contract and not carry out the direction until a clarification has been issued by the OCO.

The Contractor shall insure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the other provisions of the

contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

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

### **ARTICLE C.1. STATEMENT OF WORK**

This contract is designed to permit the Institutes and Centers (ICs) of NIH, the Department of Health and Human Services (DHHS), and all other federal agencies to acquire a wide range of IT services and solutions. These IT services include, but are not limited to, health, health science and biomedical-related IT services to meet scientific, health, administrative, operational, managerial, and information management requirements. The contract also contains general IT services partly because healthcare systems are increasingly integrated within a broader IT architecture, requiring a systems approach to their implementation and a sound infrastructure for their operation. The focus of this contract is to provide to government agencies a mechanism for streamlined ordering of required IT solutions and services at equitable and reasonable prices.

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

The Scope of Work set forth under Article C.2., below outlines the general requirements of the contractor under this contract. Specific details of task assignments, deliverables, documentation, training, applicable government/department/industry standards, etc., will be provided within individual task orders issued by OCOs.

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

### **ARTICLE C.2. SCOPE OF WORK**

Ten task areas constitute the technical scope of this contract:

Task Area 1: IT Services for Biomedical Research, Health Sciences, and Healthcare

Task Area 2: Chief Information Officer (CIO) Support

Task Area 3: Imaging

Task Area 4: Outsourcing

Task Area 5: IT Operations and Maintenance

Task Area 6: Integration Services

Task Area 7: Critical Infrastructure Protection and Information Assurance

Task Area 8: Digital Government

Task Area 9: Enterprise Resource Planning

Task Area 10: Software Development

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

Task Area 1 specifically provides examples of solutions and services pertaining to biomedical research, health

sciences, and healthcare. However, all other nine task areas may also be used to support a health-related mission.

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

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

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

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

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

- a. IT Governance Process Development and Management
- b. Workforce Management
- c. Capital Planning and Investment Control Support
- d. Independent Verification and Validation
- e. Agency Information Technology Architecture Support
- f. IT Portfolio Analysis
- g. Risk Management
- h. Program Analyses and Implementation (including Business Cases Analysis, Cost/Benefit Analysis and Cost Effectiveness Analyses)
- i. IT Organizational Development
- j. Program Management Office Support
- k. Advisory and Assistance Services
- l. FEA Alignment Support Services
- m. Market Research

### **C.2.3. Task Area 3 – Imaging**

The objective of this task area addresses systems and services that support the collection, storage, and retrieval



of digital images. Digital images can include scanned documents, medical images, geographical information systems, video, and photographs. A comprehensive, but not limited, sampling of work to be performed under this task area is shown below:

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

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

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

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

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

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

- a. Operational Support
- b. Software Maintenance and Upgrades
- c. Telecommunications Maintenance (Data, Voice, Images, including Wireless)

- d. Infrastructure Management Services (IMS)
- e. Configuration Management
- f. Network/Hardware Support
- g. Help Desk/IT Support
- h. Resource Management
- i. Backup and Recovery Management
- j. Installation, Configuration, and Tuning
- k. Electronic Software Licensing Services including license: deployment, management, tracking, upgrading, etc.
- l. System Management
- m. IT Training
- n. IT Operation and Maintenance Planning
- o. Data Quality Management
- p. Transformation Services
- q. Continual Service Improvement
- r. Balanced Scorecard for Operations
- s. IT Infrastructure Optimization

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

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

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

### **C.2.7. Task Area 7 – Critical Infrastructure Protection and Information Assurance**

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

- a. Cyber Security
- b. Critical Infrastructure Asset Identification and Configuration Management Databases
- c. Information Assurance of Critical Infrastructure
- d. Risk Management (Vulnerability Assessment and Threat Identification)
- e. Facility Protection Planning

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

### **C.2.8. Task Area 8 – Digital Government**

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

- a. Data Warehousing and Data Mining
- b. Business Intelligence
- c. Web Development and Support
- d. Electronic Commerce and Electronic Data Interchange
- e. Customer Relationship Management
- f. Knowledge Management (IT-based sharing/storing of agency individuals' knowledge)
- g. IT –Enhanced Public Relations
- h. IT Strategic Planning
- i. Records/Document Management
- j. Business-to-Government (B2G) Solutions
- k. Communications Management
- l. Accessibility Services (508 and 504 compliance)
- m. Automated Abstraction, Taxonomies, and Ontologies
- n. Deep web and federated searching
- o. Computational linguistics and machine-based translation
- p. Telecommuting Support Services
- q. Interactive Marketing

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

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

- a. ERP Package Implementation
- b. Integration of Business Systems
- c. Business Consulting Services
- d. Business Transformation and Business Process Reengineering
- e. Business Systems Modernization

- f. IT Software Package Selection
- g. ERP IT Infrastructure
- h. ERP Infrastructure Planning, Installation, and Tuning
- i. Performance Load Testing
- j. ERP End User Training

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

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

- a. Requirements Analysis, Design, Coding, and Testing
- b. Production Deployment
- c. Application Prototyping
- d. Multimedia Software for Patient/Staff Education
- e. Program Evaluation Software
- d. Administrative and General Decision Support Software
- e. Business Intelligence and Analytics
- f. GIS-Enhanced Planning and Program Evaluation Software
- g. Web 2.0 Development and Management
- h. Database Development and Management
- i. Clinical Protocol and Quality Assurance Decision Support Software

### **ARTICLE C.3. REPORTING REQUIREMENTS**

The contractor is responsible for the following reporting on task order activity under the GWAC. Reporting required under paragraphs a. through e. below shall be made through the Electronic Government Ordering System (e-GOS). (See G.7.1., Electronic Government Ordering System for further information.)

All reports required herein shall be submitted in electronic format. All reports submitted in electronic format shall be compliant with Section 508 of the Rehabilitation Act of 1973. Additional information about testing documents for Section 508 compliance, including specific checklists, by application, can be found at: <http://www.hhs.gov/web/508/index.html> under "Helpful Resources."

#### **a. Award and Modification Report**

All task order awards and modifications issued shall be reported in e-GOS within 3 business days of receipt by the contractor. The reporting of modifications pertains to both funded modifications and administrative modifications.

#### **b. Quarterly Activity Report**

The Quarterly Activity Report is a summary of the award and modification activity reported by the contractor in the e-GOS during the previous quarter. The contractor is responsible for correcting any errors in the information prior to quarterly certification of the information through e-GOS.

#### **c. NIH Contract Access Fee Payment Report**

The NIH Contract Access Fee (NCAF) Payment Report is a summary of payment activity as reported by the contractor in e-GOS. The contractor shall certify NCAF payments through e-GOS on a quarterly basis. During the process of certification, the contractor shall provide the status on any balances that are due and identify and explain any discrepancies found.

#### **d. Contractor Profile Report**

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

- e. The certifications required by paragraphs b. and c. should be submitted in accordance with the following schedule:

Quarter	Period	Due Date
Quarter 1	April 1- June 30	by July 15
Quarter 2	July 1 – September 30	by October 15
Quarter 3	October 1 – December 31	by January 15
Quarter 4	January 1 – March 31	by April 15

**f. Section 508 Annual Report**

The contractor shall submit an annual Section 508 report in accordance with the schedule set forth in the ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY in Article H.9. of SECTION H of this contract. The Section 508 Report Template and Instructions for completing the report are available at: <http://www.hhs.gov/od> under "Vendor Information and Documents."

*(The following reporting requirements do not apply to this contract, but will apply to any task order that includes the Information and Physical Access Security clause contained in Section H, Article H.8. of this contract.)*

**g. Information Security and Physical Access Security Reporting Requirements**

The Contractor shall submit the following reports as required by the INFORMATION AND PHYSICAL ACCESS SECURITY clause in Article H.8. of SECTION H of this contract.

1. Roster of Employees Requiring Suitability Investigations

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, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract.

(Reference subparagraph A.e. of the INFORMATION AND PHYSICAL ACCESS SECURITY clause in Article H.8. of SECTION H of this contract.)

2. Reporting of New and Departing Employees

The Contractor shall notify the Contracting Officer's Representative (COR) and contracting Officer within five working days of staffing changes for positions that require suitability determinations as follows:

- a. New Employees who have or will have access to HHS Information systems or data: Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the Government will determine the appropriate security level.
- b. Departing Employees: 1) Provide the name, position title, and security clearance level held by or pending for the individual; and 2) Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a Contractor/Subcontractor employee terminates work under this contract. All documentation shall be made available to the COR and/or Contracting Officer upon request.

(Reference subparagraph E.2.a-c. of the INFORMATION AND PHYSICAL ACCESS SECURITY clause in Article H.8. of SECTION H of this contract.)

c. Contractor - Employee Non-Disclosure Agreement(s)

The contractor shall complete and submit a signed and witnessed "Commitment to Protect Non-Public Information - Contractor Agreement" form for each contractor and subcontractor employee who may have access to non-public Department information under this contract. This form is

located at: <http://ocio.nih.gov/docs/public/Nondisclosure.pdf> .

(Reference subparagraph E.3.d. of the INFORMATION AND PHYSICAL ACCESS SECURITY clause in Article H.8. of SECTION H of this contract.)

*(The following reporting requirement does not apply to this contract, but will apply to any task order that involves contractor access to federal information or federal information systems.)*

### 3. IT Security Plan (IT-SP)

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the contractor shall submit the IT-SP within thirty (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.

The Contractor shall review and update the IT-SP in accordance with NIST SP 800-53A, Guide for Assessing the Security Controls in Federal Information Systems and Organizations, on an annual basis.

(Reference subparagraph D.c.1. of the INFORMATION AND PHYSICAL ACCESS SECURITY clause in Article H.8. of SECTION H of this contract.)

*(The following reporting requirement does not apply to this contract, but will apply to any task order that involves contractor access to federal information or federal information systems.)*

### 4. IT Risk Assessment (IT-RA)

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the contractor shall submit the IT-RA within thirty (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.

The Contractor shall update the IT-RA on an annual basis.

(Reference subparagraph D.c.2. of the INFORMATION AND PHYSICAL ACCESS SECURITY clause in Article H.8. of SECTION H of this contract.)

*(The following reporting requirement does not apply to this contract, but will apply to any task order that involves contractor access to federal information or federal information systems.)*

### 5. FIPS 199 Assessment

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the Contractor shall submit a FIPS 199 Assessment within thirty (30) days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard.

(Reference subparagraph D.c.3. of the INFORMATION AND PHYSICAL ACCESS SECURITY clause in Article H.8. of SECTION H of this contract.)

*(The following reporting requirement does not apply to this contract, but will apply to any task order that involves contractor development, maintenance, and access to federal information systems.)*

### 6. IT Security Certification and Accreditation (IT-SC&A)

In accordance with HHSAR Clause 352.239-72, Security Requirements for Federal Information Technology Resources, the Contractor shall submit written proof to the Contracting Officer that an IT-

SC&A was performed within three (3) months after contract award.

The Contractor shall perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid.

(Reference subparagraph D.c.4. of the INFORMATION AND PHYSICAL ACCESS SECURITY clause in Article H.8. of SECTION H of this contract.)

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

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

## **SECTION E - INSPECTION AND ACCEPTANCE**

The following paragraph applies to Task Orders issued under this contract. Additional inspection and acceptance requirements may be specified by the OCO in each Task Order.

### **Clauses Incorporated By Reference, FAR 52.252-2 (February 1998)**

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

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

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **ARTICLE F.1. GWAC PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from June 1, 2012 through May 31, 2022.

### **ARTICLE F.2. TASK ORDER PERIOD OF PERFORMANCE**

The period of performance for each task order placed under the contract will be specified in the individual task order. Task order options, if included at initial issuance of the task order, may be exercised after the expiration date of the GWAC; however, no task order (including task order options) may extend more than 60 months beyond the expiration of the GWAC.

Notwithstanding anything to the contrary above, a multi-year task order placed under the GWAC must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

### **ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)**

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

<b>NUMBER</b>	<b>CLAUSE TITLE</b>	<b>DATE</b>
52.242-15	Stop Work Order (August 1989) with Alternate I	APR 1984

52.242-17	Government Delay of Work	APR 1984
52.247-35	F.o.b. Destination Within Consignees Premises	APR 1984
52.247-34	FOB Destination	NOV 1991

## SECTION G - CONTRACT ADMINISTRATION DATA

### ARTICLE G.1. GENERAL

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

### ARTICLE G.2. AUTHORIZED USERS

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

### ARTICLE G.3. ROLES

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

#### G.3.1. GOVERNMENT PERSONNEL

##### a. Procuring Contracting Officer

The Procuring Contracting Officer (PCO) is the only individual with authority to act as an agent of the government under this contract. Only the PCO has authority to:

- (1) Direct or negotiate any changes in the statement of work;
- (2) Modify or extend the period of performance;
- (3) Change the delivery schedule;
- (4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; and,
- (5) Otherwise change any terms and conditions of this contract.

The PCO for this contract is:

Name: Mr. Edward Wilgus, Contracting Officer, NITAAC  
Address: 6011 Executive Boulevard, Suite 503, Rockville, Maryland 20892  
Email: [NITAACsupport@nih.gov](mailto:NITAACsupport@nih.gov)  
Phone: (888) 773-6542

##### b. NITAAC Contracting Officer's Representative (COR)

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

Name: Mr. Robert F. Coen, Deputy Program Director, NITAAC  
Address: 6011 Executive Boulevard, Suite 503, Rockville, Maryland 20892  
Email: [NITAACsupport@nih.gov](mailto:NITAACsupport@nih.gov)  
Phone: (888) 773-6542

The COR is responsible for: monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the PCO changes in requirements; interpreting



the statement of work and any other technical performance requirements; performing technical evaluation as required; performing technical inspections and acceptances required by this contract; and, assisting in the resolution of technical problems encountered during performance.

The Government may unilaterally change its COR designation.

**c. Agency Ordering Contracting Officer (OCO)**

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

**d. Information Systems Security Officer (ISSO)**

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

**G.3.2. CONTRACTOR PERSONNEL - Key Personnel, HHSAR 352.242-70 (January 2006)**

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

Any request for a change in key personnel must be submitted on official company letterhead, along with the resume for the new individual proposed and directed to the NITAAC Customer Support Center: [NITAACsupport@mail.nih.gov](mailto:NITAACsupport@mail.nih.gov).

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

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

- a. Representing the contractor as point-of-contact for the PCO to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract;
- b. Promoting the CIO-SP3 contract to the Federal government through participation in trade shows, conferences, and other meetings where federal government has a significant presence;
- c. Promoting contractor identity as NITAAC CIO-SP3 contract holder by using the NITAAC CIO-SP3 logo in advertising, placing these identifiers in printed and in on-line communications; displaying CIO-SP3 promotional placards; and, disseminating NITAAC CIO-SP3 marketing materials.

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

- d. Educating and training contractor staff to ensure that they are able to effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of the CIO-SP3 GWAC;
- e. Providing all reporting information required under the contract accurately and in a timely manner;

- f. Attending meetings and conferences, as required; and,
- g. Serving as the primary focal point within the contractor's organization on all matters pertaining to CIO-SP3.

The Contractor Program Manager for this contract is:

Name	Title
Cindy Kendall	Contractor Program Manager (PM)

(End of Clause)

**ARTICLE G.4. CUSTOMER/CONTRACTOR TRAINING MATERIALS**

NIH will make available, via the NITAAC website, training materials that will assist customers and contractors in using the contract. NITAAC personnel will also be available to provide specific training to customers and contractors on the use of the CIO-SP3 contract vehicle either at the customer's or contractor's facility, or at a mutually agreeable site.

**ARTICLE G.5. CONTRACTOR INTERNET PRESENCE**

Within 30 days after contract award, the contractor shall have developed a publicly available webpage, accessible via the Internet, and shall maintain this website until administrative close-out of the contract and any task orders issued under the contract, ensuring that the information displayed remains current. The Uniform Resource Locator (URL) for the webpage shall be prominently located on the website.

The purpose of the webpage is for the contractor to communicate with potential customers regarding the contractor's ability to provide world-class professional support services under the contract. At a minimum, this webpage must include the following items: the awarded GWAC (including the Statement of Work and the loaded labor rates for each contract year), prompt payment terms, contact information for the contractor's Program Manager, and a hyperlink to the NITAAC CIO-SP3 website. This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications. The contractor's website shall be available for use 24 hours per day, 7 days per week. The contractor is responsible for promptly notifying NITAAC Customer Support of any changes to the URL.

**ARTICLE G.6. ELECTRONIC COMMUNICATIONS**

The contractor shall establish a CIO-SP3 electronic mailbox for receipt of communications from NITAAC. The electronic mailbox name must include "CIO-SP3". The contractor's electronic mailbox may not be used to register for an account in e-GOS. Individuals within the contractor's organization shall use their company assigned email address to register for an e-GOS user account.

**ARTICLE G.7. TASK ORDER PROCEDURES**

**G.7.1. Electronic Government Ordering System**

- a. NITAAC has developed the Electronic Government Ordering System (e-GOS), a web-based task order processing system, to allow customers to perform fair opportunity in accordance with FAR 16.5 and to integrate workflow management, electronic document management, and aspects of customer relationship management to enhance process efficiency, and improve data/information integrity. The contractor and customers will be required to use the e-GOS in order to participate in the task order process by registering as an e-GOS user and agreeing to system usage rules of behavior.
- b. The contractor shall identify an e-GOS representative as the contractor primary point of contact for providing training on e-GOS and resolution of related issues. This individual shall also be the primary interface point to NITAAC on e-GOS and shall attend mandatory e-GOS training as deemed necessary by the NITAAC Contracting Officer's Representative.

- c. In the event a Government customer requests that the contractor submit Task Order proposals to them through e-mail or in hardcopy format, the contractor may do so, but shall also submit Task Order proposals prior to the proposal deadline through e-GOS. If the contractor decides not to submit a Task Order proposal in response to a solicitation, a "No Response" shall be submitted through e-GOS on or before the closing date and time established in the solicitation.
- d. The contractor is authorized to initiate work only after receipt of an award document through e-GOS.
- e. Future e-GOS enhancements may include the implementation of digital signatures, and once implemented, may entail a nominal cost to the contractor to purchase and maintain appropriate security certificates

## **G.7.2. Task Order Issuance**

### **a. General**

Only the OCO may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract as specified Article C.1., Statement of Work. Unless specifically authorized by the OCO, the Contractor shall not commence work until a fully executed Task Order has been awarded and submitted through e-GOS. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this ARTICLE.

No other costs are authorized unless otherwise specified in the contract or expressly authorized by the OCO.

### **b. Requesting Task Order Proposals**

Utilizing the e-GOS, the OCO or a designated individual may solicit responses to requirements from Contractors within a technical area covered by the Scope of Work. Generally, the Task Order solicitation will include, but is not limited to the following:

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

### **c. Fair Opportunity**

1. In accordance with FAR 16.505(b)(1)(i), each contractor under the CIO-SP3 GWAC will be given a fair opportunity to be considered for each order issued over \$3,000 unless the following exception(s) apply:
  - (a) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
  - (b) Only one contract holder is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
  - (c) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
  - (d) It is necessary to place an order to satisfy a minimum guarantee.
2. All contract holders will be given a fair opportunity to be considered in accordance with the FAR as

follows:

- (a) For orders exceeding \$3,000 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
- (b) For orders exceeding the simplified acquisition threshold up to \$5 Million, in accordance with 16.505(b)(1)(iii); and,
- (c) For orders exceeding \$5 Million, in accordance with FAR 16.505(b)(1)(iv).

### **G.7.2.1 Firm-Fixed Price Task Orders**

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

### **G.7.2.2 Cost-Reimbursement Task Orders**

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

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

### **G.7.2.3 Time-and-Materials Task Orders**

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

- a. "Loaded Hourly Labor Rate" equates to "hourly rates" as defined in FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007) . The ceiling rates listed and any lower subsequent rates proposed in response to task order requests must be fully burdened labor rates inclusive of profit, fringe benefits, salary, and indirect costs. These hourly rates are considered fair and reasonable for most work requirements anticipated for T&M task orders issued under the GWAC for Continental United States (CONUS) locations (Note: CONUS is defined as the 48 contiguous states plus the District of Columbia).
- b. Factors such as complexity of work, geographic locations and security clearances authorize OCOs to negotiate Loaded Hourly Labor Rates suited to meet their specific task order requirements. Contractors shall explain in their task order proposals any Loaded Hourly Labor Rates that exceed the rates in the GWAC or for new proposed labor categories (see Article H.2), and the OCO will determine the

reasonableness of the pricing as defined in FAR 15.4, Pricing and FAR 16.601 Time and Materials Contracts. Upon request of the OCO, the contractor will be required to provide supporting documentation for such rates, which may include a cost element breakdown of each Loaded Hourly Labor Rate (including profit) in accordance with the contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.

- c. The government will reimburse costs in connection with subcontracts in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007) in accordance with the terms and conditions of a subcontract or invoice, and ordinarily within 30 days of the submission of the contractor's payment request to the government.
- d. "Materials" on T&M task orders are defined under FAR 16.601, Time and Materials Contracts. For direct materials, the OCO will determine allowable costs in accordance with FAR 31.2. Materials will be reimbursed as provided under FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007). The OCO must identify a not-to-exceed materials ceiling under a separate Contract Line Item Number (CLIN) on the task order.

#### **G.7.2.4 Incentives**

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

#### **G.7.3. Performance-Based Acquisitions Methods**

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

- a. Firm-Fixed-Price Performance-Based Task Order
- b. Performance-Based Task Order that is not Firm-Fixed-Price

#### **G.7.4. Service Contract Act**

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

#### **G.7.5. Pricing Arrangements**

The OCO may use all types of Fixed-Price, Cost Reimbursement, Incentive, and Time-and-Materials (T&M) pricing arrangements, as provided in FAR Part 16.

#### **G.7.6. Price Reasonableness**

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

#### **G.7.7. Provisions Applicable to Direct Costs**

Travel will be reimbursed at actual cost and as limited in FAR 31.205.46. Contractors may apply indirect costs to travel if a part of the contractor's usual accounting practices and consistent with FAR 31.2. The OCO must identify a not-to-exceed travel ceiling under a separate contract line item number (CLIN) on the Task Order. Travel and Other Direct Costs (ODCs) will be estimated for each task order. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a contract modification. Profit on travel and ODCs is not allowable under Time and Material task orders.

a. Items Unallowable Unless Otherwise Provided

Notwithstanding the clause[s], ALLOWABLE COST AND PAYMENT, [and FIXED FEE,] incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

1. Acquisition, by purchase or lease, of any interest in real property;
2. Special rearrangement or alteration of facilities;
3. Purchase or lease of **any** item of general purpose office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
4. Travel to attend general scientific meetings;
5. Foreign travel;

**ARTICLE G.8. NIH CONTRACT ACCESS FEE AND FEE REMITTANCE**

- a. NIH is required to collect an NIH Contract Access Fee (NCAF) from its customers to reimburse the cost of operating and administering the CIO-SP3 contract. NIH has determined this fee to be 1% charged against all task orders and applied to the total award value for contractor performance. Total award value is all inclusive of labor, fees (including award fees and incentive pools), and ODCs (including travel).
- b. The formula is: Total NCAF = Total Award Value \* NCAF Percentage.
- c. The contractor shall ensure that any task order awards and modifications issued contain the necessary NCAF and that the NCAF is properly calculated.
- d. On all task orders, regardless of pricing arrangements used, contractors shall include the NCAF in their proposals. The NCAF to be priced as a separate Contract Line Item Number (CLIN) on an individual task order. If the NCAF is not priced as a separate CLIN, contractors shall explicitly identify that the NCAF has been included in their overall proposed price.
- e. The contractor shall utilize Pay.gov, the Department of Treasury's secure government-wide collection portal for payment of the NCAF to NITAAC. Payments will be due to NITAAC ten (10) business days after contractor receipt of payment from the government. Contractors shall invoice the government for full NCAF amount based on obligated amounts, either by funded award or funded modification, on the first invoice after receipt of the funded award or modification document.
- f. Contractors shall register with Pay.gov at <https://www.pay.gov/paygov/>. Contractors shall contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments to Pay.gov.
- g. Failure to remit the NCAF in a timely manner will constitute a debt to the United States Government under FAR 32.6.
- h. NIH reserves the unilateral right to adjust the NCAF should it experience a major change in the cost of operating its GWAC Program.

**ARTICLE G.9. GOVERNMENT PROPERTY**

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

the OCO.

#### **ARTICLE G.10. INVOICE SUBMISSION**

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

#### **ARTICLE G.11. CORRESPONDENCE**

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

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

#### **ARTICLE G.12. MEETINGS AND CONFERENCES**

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

Contractors are encouraged to participate in community action groups to assist in the development of strategies around market outreach, communication, and other topics relevant to the CIO-SP3 GWAC Program.

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

## **ARTICLE G.13. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM**

### **a. Contractor Performance Evaluations**

As detailed in FAR 42.1503, the Government will conduct past performance assessments on the contractors. This assessment will be made by the Agency OCO upon conclusion of each task order. Interim performance evaluations may be conducted as prescribed by the customer Agency's procedures on any task order with a period of performance exceeding one year. In addition, the PCO will assess the quality of the evaluations as part of its overall management of the GWAC and conduct a past performance assessment at the conclusion of the contract. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

### **b. Electronic Access to Contractor Performance Evaluations**

Contractors may access evaluations through a secure Web site for review and comment at the following address: <http://www.cpars.csd.disa.mil>.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **ARTICLE H.1. LABOR CATEGORIES – CONTRACT LEVEL**

The labor categories referenced in Article B.4., Prices/Costs and included as Attachment J.1., represent the Government's best estimate of the kinds of personnel required for successful performance of Task Orders that may be awarded under this contract. The Government recognizes that the inventory of data processing and/or information systems, technologies, methodologies and processes ranges from obsolescent to near state-of-the-art, and that the technology presently being introduced into the information technology marketplace is revolutionary rather than evolutionary. The ability of the contractor to respond to new technologies, methodologies, and processes is both necessary and appropriate. The use of additional labor categories not currently contemplated may be necessary over the term of the contract and added to the contract by contract modification. If new labor categories are needed, the contractor shall contact the PCO to request that the new labor categories be added and submit a proposal that substantiates inclusion of the new labor category and the price proposed.

### **ARTICLE H.2. UNIQUE PROFESSIONAL SKILLS – TASK ORDER LEVEL**

Certain unique labor categories, as well as consultants, that are not defined in the labor categories referenced in Article B.4., Prices/Costs and included in Attachment J.1., may be required under specific task orders. A contractor may propose a new or different skill level category at the task order level. Unique professional skills are defined as those bona fide executive, professional, or administrative skills for which the expertise required or duties performed are within the contract's scope, but are so specialized or rare that they are not explicitly defined in any of the labor categories set forth in Attachment J.1. The agency OCO will determine whether circumstances warrant use of unique professional skills.

### **ARTICLE H.3. ORGANIZATIONAL CONFLICT OF INTEREST**

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

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

- a. Immediately notify the OCO of the actual or potential conflict, submit a plan for mitigation and not commence work on any Task Order that involves a potential or actual conflict of interest until specifically notified by the OCO to proceed; or



- b. Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;

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

#### **ARTICLE H.4. SUBCONTRACTING PROVISIONS**

##### **a. Small Business Subcontracting Plan**

1. The Small Business Subcontracting Plan, dated 11/17/2010 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**

The Contractor shall submit the following Subcontracting reports electronically via the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov> .

1. Individual Subcontract Reports (ISR)

Regardless of the effective date of this contract, the Report shall be due on the following dates for the entire life of this contract:

April 30th  
October 30th  
Expiration Date of Contract

2. Summary Subcontract Report (SSR)

Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

For both the Individual and Summary Subcontract Reports, the Procuring Contracting Officer and the NITAAC Subcontracting Plan Administrator shall be included as contact for notification purposes at the following e-mail addresses:

Edward Wilgus  
Contracting Officer  
Email: [NITAACsupport@nih.gov](mailto:NITAACsupport@nih.gov)

Monique Woodard  
NITAAC Subcontracting Plan Administrator  
Email: [NITAACsupport@nih.gov](mailto:NITAACsupport@nih.gov)

#### **ARTICLE H.5. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

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

## ARTICLE H.6. NEEDLE DISTRIBUTION

(This Article is applicable to Task Orders funded with NIH appropriations.)

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

## ARTICLE H.7. RESTRICTION ON EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS

(This Article is applicable to Task Orders that are performed within the United States.)

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

"(3) Definition of unauthorized alien - As used in this section, the term 'unauthorized alien' means, with respect to the employment of an alien at a particular time, that the alien is not at that time either (A) an alien lawfully admitted for permanent residence, or (B) authorized to be so employed by this Act or by the Attorney General."

## ARTICLE H.8. INFORMATION AND PHYSICAL ACCESS SECURITY

(The following Paragraph A. of this Article is not applicable to this contract, but is applicable to any task order issued under this contract where it has been determined that: (a) contractor personnel may require access to HHS-controlled facilities and/or information systems, including sensitive data/information, in order to perform the contract/order SOW/PWS, and/or ; (b) the Homeland Security Presidential Directive's (HSPD-12) more stringent access procedures are expected to apply, because access will be routine and of long-term duration, or is routine and of short-term duration, but greater access controls are deemed necessary.)

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

- 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
  2. ( <http://www.hhs.gov/read/irmpolicy/121504.html> )
  3. HHS Office of Security and Drug Testing, Personnel Security/Suitability Handbook, dated February 1, 2005 ( <http://www.hhs.gov/ohr/manual/pssh.pdf> )
  4. HHS HSPD-12 Policy Document, v. 2.0
  5. ( <http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf> )
  6. Information regarding background checks/badges ( <http://idbadge.nih.gov/background/index.asp> )

- a. 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).

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

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

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.

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

(The following Paragraph B. of this Article is not applicable to this contract, but is applicable to any task order issued under this contract that involves the operation or acquisition of an information technology system (See definition of this term at <http://www.hhs.gov/ocio/policy/policy-hhs-ocio-2010-0006-html.html> under "Glossary.")

**B. 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 Vista™, 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:
- 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 <http://nvd.nist.gov/validation.cfm>. 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.

(The following Paragraph C. of this Article is not applicable to this contract, but is applicable to any task order issued under this contract that involves the acquisition or lease of, or the requirement to use, desktop or laptop computers, mobile devices, or portable media to store or process HHS sensitive information that the COR categorizes as moderate or high under Federal Information Processing Standard (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004.)

**C. Standard for Encryption language, HHSAR 352.239-71, (January 2010)**

- a. The Contractor shall use Federal Information processing Standard (FIPS) 140-2-compliant encryption (Security) Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004).
- b. The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (see <http://csrc.nist.gov/cryptval/>) to confirm

compliance with FIPS 140-2 (as amended). The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative.

- c. The Contractor shall use the Key Management Key (see FIPS 201, Chapter 4, as amended) on the HHS personal identification verification (PIV) card; or alternatively, the Contractor shall establish and use a key recovery mechanism to ensure the ability for authorized personnel to decrypt and recover all encrypted information (see <http://csrc.nist.gov/drivers/documents/ombencryption-guidance.pdf> ). The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative of personnel authorized to decrypt and recover all encrypted information.
- d. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-2 (as amended).
- e. The Contractor shall ensure that this standard is incorporated into the Contractor's property management/control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.
- f. The Contractor shall ensure that its subcontractors (all all tiers) which perform work under this contract comply with the requirements contained in this clause.

(The following Paragraph D. of this Article is not applicable to this contract, but is applicable to any task order issued under this contract that involves contractor access to Federal Information or Federal Information Systems.)

**D. 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:
      - i. Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automation Information Resources.
      - ii. 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.
      - iii. 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.

- a. 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.
- b. 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:
  - iv. Annual testing of the system contingency plan; and
  - v. 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 Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.
- 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 COR 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 –
  - a. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
  - b. 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).

(The following Paragraph E. of this Article is not applicable to this contract, but may be applicable to any task order issued under this contract that includes the Clause at HHSAR 352.239-72, Security Requirements for Federal Information Technology Resources.)

**E. Additional NIH Requirements**

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

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

a. Information Type:

Administrative, Management and Support Information:

Mission Based Information:

b. Security Categories and Levels:

Confidentiality Level:  Low  Moderate  High

Integrity Level:  Low  Moderate  High

Availability Level:  Low  Moderate  High

Overall Level:  Low  Moderate  High

c. 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.

(Include subparagraph 2. below if the task order issued under this contract includes the Clause at HHSAR 352.239-72, Security Requirements for Federal Information Technology Resources.)

**9. 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:

a. Mandatory Training

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

2. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access



of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor staff shall be included on this listing. The list shall be provided to the COR and/or Contracting Officer upon request.

b. Role-based Training

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: <http://ocio.nih.gov/security/security-communicating.htm#RoleBased> .

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

c. Rules of Behavior

The Contractor shall ensure that all employees, including subcontractor employees, comply with the NIH Information Technology General Rules of Behavior ( <http://ocio.nih.gov/security/nihitrob.html> ), which are contained in the NIH Information Security Awareness Training Course <http://irtsectraining.nih.gov> .

(Include subparagraph 2. below if the task order issued under this contract includes the Clause at HHSAR 352.239-72, Security Requirements for Federal Information Technology Resources.)

## 10. 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 COR **within five working days** before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.
2. **New contractor employees who have or will have access to HHS information systems or data:** The Contractor shall provide the COR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.
3. **Departing contractor employees:** The Contractor shall provide the COR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist ( <http://ocio.nih.gov/nihsecurity/Emp-sep-checklist.pdf> ) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COR 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 Employee Agreement" located at: <http://ocio.nih.gov/docs/public/Nondisclosure.pdf> . A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

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

#### **11. Loss and/or Disclosure of Personally Identifiable Information (PII) - Notification of Data Breach**

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

NIH PII Spillage Report at:  
[http://ocio.nih.gov/docs/public/PII\\_Spillage\\_Report.doc](http://ocio.nih.gov/docs/public/PII_Spillage_Report.doc)  
NIH Lost or Stolen Assets Report at:  
[http://ocio.nih.gov/docs/public/Lost\\_or\\_Stolen.doc](http://ocio.nih.gov/docs/public/Lost_or_Stolen.doc)

(Include subparagraph 5. below in task orders when the contractor/subcontractor will host NIH web pages or databases.)

#### **12. 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 minimum requirement shall be to protect against vulnerabilities identified on the SANS Top-20 Internet Security Attack Targets list ( <http://www.sans.org/top20/?ref=3706#w1> ). The Contractor shall report the results of these scans to the Project Officer/COR on a monthly basis, with reports due 10 calendar days following the end of each reporting period. The Contractor shall ensure that all of its subcontractors (at all tiers), where applicable, comply with the above requirements.

### **ARTICLE H.9. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-73(b) (January 2010)**

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 provisions is available at <http://www.section508.gov/> . The complete text of Section 508 Final provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm> .

- b. The Section 508 standards applicable to this contract/order are identified in the [Statement of Work/Specification/Performance Work Statement] . The contractor must provide a written Section 508 conformance certification due at the end of each contract/order exceeding \$100,000 when the contract/order duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the Contractor's Product Assessment Template will be the responsibility of the Contractor at its own expense.
- c. In the event of a modification(s) to this contract/order, which adds new EIT products or services or revises the type of, or specifications for, products or services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products or services support Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS Office on Disability Web site ( <http://www.hhs.gov/od/> ).

#### **ARTICLE H.10. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN**

In accordance with FAR 16.505(b)(5), the following individual has been designated as the NIH Ombudsman for task order and delivery order contracts.

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

#### **ARTICLE H.11. 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](mailto:Htips@os.dhhs.gov) and the mailing address is:

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

#### **ARTICLE H.12. YEAR 2000 COMPLIANCE**

(This Article is not applicable to the contract, but is applicable to all task orders.)

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**

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

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

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

Year 2000 and leap year calculations.

(End of Clause)

**15. Non Commercial Supply Items Warranty**

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

**YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS**

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

<b>YEAR 2000 COMPLIANT ITEMS</b>

(End of Clause)

**ARTICLE H.13. HARDWARE/SOFTWARE ACQUISITION**

To help ensure the ability to provide hardware/software without limitation, but not become a shopping center, CIO-SP3 is considered to be a "solutions based contract". This term refers to contracts that encompass everything from the analysis of hardware/software implementation to ongoing operational support of an IT solution.

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

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

**ARTICLE H.14. SECURITY CONSIDERATIONS**

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

Clearances may require Special Background Investigations, Sensitive Compartmented Information access or

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

#### **ARTICLE H.15. COST ACCOUNTING SYSTEM**

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

#### **ARTICLE H.16. PURCHASING SYSTEM**

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

#### **ARTICLE H.17. RAMP ON PROCEDURE**

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

If the PCO determines that it is in the best interest of the government to open the GWAC to new contractors, the PCO has the discretion to announce an open season at any time during the effective period of the GWAC but no earlier than three years from date of award.

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

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

#### **ARTICLE H.18. RAMP OFF PROCEDURE**

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

## **ARTICLE H.19. REPLACEMENT OF TEAM MEMBERS UNDER A FAR 9.601(1) CONTRACTOR TEAM ARRANGEMENT (CTA)**

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

## PART II – CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT

*This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <https://www.acquisition.gov/far/> . HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html> .*

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

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Jan 2012	Definitions (Over the Simplified Acquisition Threshold)
52.203-3	Apr 1984	Gratuities (Over the Simplified Acquisition Threshold)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	Oct 2010	Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)
52.204-7	Feb 2012	Central Contractor Registration
52.204-10	Feb 2012	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)
52.209-6	Dec 2010	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.215-2	Oct 2010	Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.]
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data (Over \$700,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over \$700,000)
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Over \$700,000)
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
52.219-8	Jan 2011	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.219-9	Jan 2011	Small Business Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.222-3	Jun 2003	Convict Labor
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2010	Equal Opportunity for Veterans (\$100,000 or more)
52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.222-37	Sep 2010	Employment Reports on Veterans (\$100,000 or more)
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Jan 2009	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Feb 2009	Buy American Act – Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Apr 2003	Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)
52.232-1	Apr 1984	Payments
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-11	Apr 1984	Extras
52.232-17	Oct 2010	Interest (Over the Simplified Acquisition Threshold)
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2008	Prompt Payment
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-1	Aug 1987	Changes - Fixed-Price, Alternate I (Apr 1984)
52.244-6	Dec 2010	Subcontracts for Commercial Items
52.246-25	Feb 1997	Limitation of Liability - Services (Over the Simplified Acquisition Threshold)
52.249-4	Apr 1984	Termination for Convenience of the Government (Services) (Short Form)
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)(Over the Simplified Acquisition Threshold)
52.253-1	Jan 1991	Computer Generated Forms

bb. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

<u>HHSAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2006	Definitions
352.203-70	Mar 2012	Anti-Lobbying
352.222-70	Jan 2010	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Jan 2006	Publications and Publicity
352.231-71	Jan 2001	Pricing of Adjustments
352.242-70	Jan 2006	Key Personnel
352.242-73	Jan 2006	Withholding of Contract Payments

**ARTICLE I.2. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT**

*This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <https://www.acquisition.gov/far/> . HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html> .*

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

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Jan 2012	Definitions (Over the Simplified Acquisition Threshold)
52.203-3	Apr 1984	Gratuities (Over the Simplified Acquisition Threshold)



FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	Oct 2010	Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)
52.204-7	Feb 2012	Central Contractor Registration
52.204-10	Feb 2012	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)
52.209-6	Dec 2010	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.215-2	Oct 2010	Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.]
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data (Over \$700,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over \$700,000)
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Over \$700,000)
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
52.215-23	Oct 2009	Limitations on Pass-Through Charges (Over the Simplified Acquisition Threshold)
52.216-7	Jun 2011	Allowable Cost and Payment
52.216-8	Jun 2011	Fixed Fee
52.219-8	Jan 2011	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.219-9	Jan 2011	Small Business Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.222-2	Jul 1990	Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Jun 2003	Convict Labor
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2010	Equal Opportunity for Veterans (\$100,000 or more)
52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2010	Employment Reports on Veterans (\$100,000 or more)
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Jan 2009	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Feb 2009	Buy American Act – Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	Dec 2007	Rights in Data – General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Oct 2010	Interest (Over the Simplified Acquisition Threshold)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2008	Prompt Payment, Alternate I (Feb 2002)
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs (Over \$700,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate I (Apr 1984)
52.244-2	Oct 2010	Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)
52.244-5	Dec 1996	Competition in Subcontracting (Over the Simplified Acquisition Threshold)
52.244-6	Dec 2010	Subcontracts for Commercial Items
52.245-1	Apr 2012	Government Property
52.245-9	Apr 2012	Use and Charges
52.246-25	Feb 1997	Limitation of Liability - Services (Over the Simplified Acquisition Threshold)
52.249-6	May 2004	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

<u>HHSAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2006	Definitions - with Alternate paragraph (h) (Jan 2006)
352.203-70	Mar 2012	Anti-Lobbying
352.216-70	Jan 2006	Additional Cost Principles
352.222-70	Jan 2010	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Jan 2006	Publications and Publicity
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.233-71	Jan 2006	Litigation and Claims
352.242-70	Jan 2006	Key Personnel
352.242-73	Jan 2006	Withholding of Contract Payments
352.242-74	Apr 1984	Final Decisions on Audit Findings

**ARTICLE I.3. GENERAL CLAUSES FOR A TIME AND MATERIAL OR A LABOR HOUR CONTRACT**

*This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <https://www.acquisition.gov/far/> . HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html> .*

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

<u>FAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Jan 2012	Definitions (Over the Simplified Acquisition Threshold)

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.203-3	Apr 1984	Gratuities (Over the Simplified Acquisition Threshold)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	Oct 2010	Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)
52.204-7	Feb 2012	Central Contractor Registration
52.204-10	Feb 2012	Reporting Executive Compensation and First-Tier Subcontract Awards (\$25,000 or more)
52.209-6	Dec 2010	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
52.215-2	Oct 2010	Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.]
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data (Over \$700,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over \$700,000)
52.215-14	Oct 2010	Integrity of Unit Prices (Over the Simplified Acquisition Threshold)
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions (Over \$700,000)
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.219-8	Jan 2011	Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)
52.219-9	Jan 2011	Small Business Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$650,000, \$1.5 million for Construction)
52.222-20	Oct 2010	Walsh-Healey Public Contracts Act
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2010	Equal Opportunity for Veterans (\$100,000 or more)
52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2010	Employment Reports on Veterans (\$100,000 or more)
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Jan 2009	Employment Eligibility Verification (Over the Simplified Acquisition Threshold)
52.223-6	May 2001	Drug-Free Workplace
52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Feb 2009	Buy American Act - Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Apr 2003	Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)
52.232-7	Feb 2007	Payments under Time-and-Materials and Labor-Hour Contracts (with Alternate I (Feb 2007) for a Labor Hour contract)

<u>FAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Oct 2010	Interest (Over the Simplified Acquisition Threshold)
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2008	Prompt Payment
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-3	Sep 2000	Changes - Time-and-Materials and Labor-Hours
52.244-2	Oct 2010	Subcontracts (Over the Simplified Acquisition Threshold)
52.244-6	Dec 2010	Subcontracts for Commercial Items
52.245-1	Aug 2010	Government Property
52.245-9	Aug 2010	Use and Charges
52.249-6	May 2004	Termination (Cost-Reimbursement), Alternate IV (Sep 1996)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

<u>HHSAR</u> <u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2006	Definitions
352.203-70	Jan 2006	Anti-Lobbying (Over Simplified Acquisition Threshold)
352.222-70	Jan 2010	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Jan 2006	Publications and Publicity
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.233-71	Jan 2006	Litigation and Claims
352.242-70	Jan 2006	Key Personnel
352.242-73	Jan 2006	Withholding of Contract Payments
352.242-74	Apr 1984	Final Decisions on Audit Findings

**ARTICLE I.4. AUTHORIZED SUBSTITUTION OF CLAUSES**

ARTICLES I.1., I.2., or I.3 of this SECTION are hereby modified as follows, as appropriate:

(For use in task orders for services involving the furnishing of supplies with a cost exceeding \$25,000 but less than \$203,300. If the contract value is \$25,000 or more but less than \$50,000, the clause will be used with its Alternate I (March 12). If the contract is \$50,000 or more but less than \$77,494, the clause will be used with its Alternate II (March 12). If the contract value is \$77,494 or more but is less than \$100,000, the clause will be used with its Alternate III (March 12.)).

- a. FAR Clause 52.225-1, Buy American Act--Supplies (June 2003) is deleted in its entirety and FAR Clause 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (March 2012) is substituted therefor.

(For use in task orders for services involving the furnishing of supplies with a cost valued at \$202,000 or more, if the Trade Agreements Act applies.)

- b. FAR Clause 52.225-1, Buy American Act--Supplies (June 2003) is deleted in its entirety and FAR Clause 52.225-5, Trade Agreements (April 2012) is substituted therefor.

(For use in fixed price task orders for services involving the furnishing of supplies.)

cc. Alternate I (April 1984) of FAR Clause 52.243-1, Changes, Fixed Price (August 1987), is hereby deleted in its entirety and Alternate II (April 1984) of FAR Clause 52.243-1, Changes, Fixed Price (August 1987), is substituted therefor.

**ARTICLE I.5. ADDITIONAL CONTRACT CLAUSES**

This contract incorporates the following clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

- 1. FAR Clause 52.203-13, Contractor Code of Business Ethics and Conduct (April 2010).
- 2. FAR Clause 52.203-14, Display of Hotline Poster(s) (December 2007).

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

Poster(s)	Obtain From"
HHS Contractor Code of Ethics and Business Conduct Poster	<a href="http://oig.hhs.gov/fraud/report-fraud/OIG_Hotline_Poster.pdf">http://oig.hhs.gov/fraud/report-fraud/OIG_Hotline_Poster.pdf</a>

(This clause will be used in Task Orders that require access to classified information under National Security Designations Level 2 (Confidential Or Secret), Level 3 (Top Secret), Or Level 4 (Special Access)).

- 3. FAR Clause 52.204-2, Security Requirements (August 1996).

(This clause will be used in Task Orders when contract performance will require the contractor to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system.)

- 4. FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel (January 2011).
- 5. FAR Clause 52.216-18, Ordering (October 1995).  
 "(a) ....Such orders may be issued from the date of award through 120 months thereafter."

- 6. FAR Clause 52.216-22, Indefinite Quantity (October 1995).  
 "(d) ...the Contractor shall not be required to make any deliveries under this contract 60 months following expiration of the GWAC ordering period."

(This clause will be used in Task Order solicitations and awards that are set aside, or reserved for, or awarded on a sole source basis to HubZone Small Business Concerns under FAR 19.1305 or 19.1306.)

- 7. FAR Clause 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (November 2011).

(This clause may be used in Task Order solicitations and awards when the inclusion of an option is appropriate.)

- 8. FAR Clause 52.217-8, Option to Extend Services (November 1999).

"..The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_\_\_ [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE

OPTION].

(This clause may be used in Task Orders that contain an option.)

9. FAR Clause 52.217-9, Option to Extend the Term of the Contract (March 2000).

"(a) The Government may extend the term of this contract by written notice to the Contractor within \_\_\_\_\_ [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension."

"c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_ [MONTHS/YEARS]."

(This clause will be used in Task Order solicitations and awards involving total small business set-asides or reserves.)

10. FAR Clause 52.219-6, Notice of Total Small Business Set-Aside (November 2011).

(This clause will be used in Task Order solicitations and awards involving partial small business set-asides.)

11. FAR Clause 52.219-7, Notice of Partial Small Business Set-Aside (June 2003).

(This clause will be used in Task Order solicitations and awards if the task order is to be set aside for any of the Small Business concerns identified in FAR 19.000(a)(3)).

12. FAR Clause 52.219-13, Notice of Set-Aside of Orders (November 2011).

(This clause will be used in Task Order solicitations and awards if any portion of the requirement is to be set aside or reserved for Small Business and the task order amount is expected to exceed \$150,000.)

13. FAR Clause 52.219-14, Limitations on Subcontracting (November 2011).

(This clause will be used in Task Order solicitations and awards set-aside or reserved for, or awarded on a sole source basis to, service-disabled veteran-owned small business concerns under FAR 19.1405 and 19.1406.)

14. FAR Clause 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (November 2011).

15. FAR Clause 52.219-28, Post-Award Small Business Program Rerepresentation (April 2009).

(This clause will be used in Task Order solicitations and awards that are set-aside or reserved for economically disadvantaged women-owned small business concerns under FAR 19.505(b)).

16. FAR Clause 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (April 2012).

(This clause will be used in Task Order solicitations and awards set-aside or reserved for women-owned small business concerns under FAR 19.1505(c)).

17. FAR Clause 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (April 2012).

(This clause will be used in Task Orders. If the task order for services will not involve the furnishing of supplies, use the clause with its Alternate I. If the task order for services will involve the furnishing of supplies, use the clause with its Alternate II.)

18. FAR Clause 52.243-1, Changes-Fixed Price (August 1987)

19. FAR Clause 52.251-1, Government Supply Sources (April 2012).

## **ARTICLE I.6. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT**

This contract incorporates the following clauses in full text.

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

(The following clause applies to the contract, if the offeror has checked "has" current active federal contracts and grants with a total value greater than \$10,000,000 in paragraph "b" of the provision 52.209-7, Information Regarding Responsibility Matters.)

1. FAR Clause 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (February 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or  
(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;  
(ii) Information that was entered prior to April 15, 2011; or  
(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom

of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

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

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

2. FAR Clause 52.216-19, Order Limitations (October 1995)

(a) Minimum Order . When the Government requires supplies or services covered by this contract in an amount of less than \$250, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any 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.

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

(The following clause is applicable to any task order that contains Prevention and Public Health Fund (PPHF) Funds.

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

(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.

(1) The Government contract and order number, as applicable.

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

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

(4) Program or project title, if any.

(5) 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)

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

### **SECTION J - LIST OF ATTACHMENTS**

The following documents are attached and incorporated in this contract:

1. Attachment J.1., Labor Rates
2. Attachment J.2, Small Business Subcontracting Plan  
Small Business Subcontracting Plan, dated 11/17/2010, 23 pages.

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS AND CERTIFICATIONS**

The following documents are incorporated by reference in this contract:

1. Annual Representations and Certifications completed and located at the Online Representations and Certifications Application (ORCA) website.
2. NIH Representations & Certifications, dated 11/19/2010

# Attachment J.1

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
J-1 CONTRACTOR SITE

ITEM	DESCRIPTION	U/M	Contract Year									
			1	2	3	4	5	6	7	8	9	10
	<b>Escalation rate</b>			2.9%	3.0%	2.9%	2.8%	2.7%	2.6%	2.5%	2.5%	2.5%
0001 AA01	Administrative Assistant – Level I	HR	\$41.81	\$43.03	\$44.32	\$45.60	\$46.88	\$48.15	\$49.40	\$50.63	\$51.90	\$53.20
0001 AA02	Administrative Assistant – Level II	HR	\$48.93	\$50.35	\$51.86	\$53.36	\$54.86	\$56.34	\$57.80	\$59.25	\$60.73	\$62.25
0001 AB01	Application Engineer – Level I	HR	\$98.43	\$101.29	\$104.33	\$107.35	\$110.36	\$113.34	\$116.29	\$119.19	\$122.17	\$125.23
0001 AB02	Application Engineer – Level II	HR	\$128.05	\$131.76	\$135.72	\$139.65	\$143.56	\$147.44	\$151.27	\$155.05	\$158.93	\$162.90
0001 AC01	Application Programmer – Level I	HR	\$64.75	\$66.63	\$68.63	\$70.62	\$72.60	\$74.56	\$76.50	\$78.41	\$80.37	\$82.38
0001 AC02	Application Programmer – Level II	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 AC03	Applications Programmer – Level III	HR	\$98.43	\$101.29	\$104.33	\$107.35	\$110.36	\$113.34	\$116.29	\$119.19	\$122.17	\$125.23
0001 AD00	Application Systems Analyst	HR	\$82.48	\$84.87	\$87.41	\$89.95	\$92.47	\$94.96	\$97.43	\$99.87	\$102.36	\$104.92
0001 AE00	Biostatistician	HR	\$80.81	\$83.15	\$85.64	\$88.13	\$90.60	\$93.04	\$95.46	\$97.85	\$100.29	\$102.80
0001 AF01	Business Analyst – Level I	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 AF02	Business Analyst – Level II	HR	\$103.30	\$106.29	\$109.48	\$112.66	\$115.81	\$118.94	\$122.03	\$125.08	\$128.21	\$131.42
0001 AF03	Business Analyst – Level III	HR	\$122.02	\$125.56	\$129.33	\$133.08	\$136.80	\$140.50	\$144.15	\$147.75	\$151.45	\$155.23
0001 AG01	Business Process Reengineering Specialist	HR	\$137.44	\$141.43	\$145.67	\$149.90	\$154.09	\$158.26	\$162.37	\$166.43	\$170.59	\$174.85
0001 AG02	Business Process Reengineering Specialist	HR	\$157.44	\$162.01	\$166.87	\$171.71	\$176.52	\$181.28	\$186.00	\$190.65	\$195.41	\$200.30
0001 AG03	Business Process Reengineering Specialist	HR	\$181.15	\$186.41	\$192.00	\$197.57	\$203.10	\$208.58	\$214.01	\$219.36	\$224.84	\$230.46
0001 AH00	Chief Information Security Officer	HR	\$122.02	\$125.56	\$129.33	\$133.08	\$136.80	\$140.50	\$144.15	\$147.75	\$151.45	\$155.23
0001 AI00	Communications Hardware Specialist	HR	\$80.65	\$82.99	\$85.48	\$87.96	\$90.42	\$92.86	\$95.28	\$97.66	\$100.10	\$102.60
0001 AJ00	Communications Network Manager	HR	\$98.43	\$101.29	\$104.33	\$107.35	\$110.36	\$113.34	\$116.29	\$119.19	\$122.17	\$125.23
0001 AK00	Communications Software Specialist	HR	\$87.92	\$90.46	\$93.18	\$95.88	\$98.57	\$101.23	\$103.86	\$106.46	\$109.12	\$111.84
0001 AL00	Communications Specialist	HR	\$80.65	\$82.99	\$85.48	\$87.96	\$90.42	\$92.86	\$95.28	\$97.66	\$100.10	\$102.60
0001 AM00	Computer Data Librarian	HR	\$38.07	\$39.18	\$40.35	\$41.52	\$42.68	\$43.84	\$44.98	\$46.10	\$47.25	\$48.44
0001 AN00	Computer Scientist	HR	\$128.05	\$131.76	\$135.72	\$139.65	\$143.56	\$147.44	\$151.27	\$155.05	\$158.93	\$162.90
0001 AO01	Computer Security System Specialist –	HR	\$90.84	\$93.48	\$96.28	\$99.08	\$101.85	\$104.60	\$107.32	\$110.00	\$112.75	\$115.57
0001 AO02	Computer Security System Specialist – Level II	HR	\$103.30	\$106.29	\$109.48	\$112.66	\$115.81	\$118.94	\$122.03	\$125.08	\$128.21	\$131.42
0001 AO03	Computer Security System Specialist –	HR	\$122.02	\$125.56	\$129.33	\$133.08	\$136.80	\$140.50	\$144.15	\$147.75	\$151.45	\$155.23
0001 AP01	Computer Systems Analyst – Level I	HR	\$74.99	\$77.17	\$79.48	\$81.79	\$84.08	\$86.35	\$88.60	\$90.81	\$93.08	\$95.41
0001 AP02	Computer Systems Analyst – Level II	HR	\$90.84	\$93.48	\$96.28	\$99.08	\$101.85	\$104.60	\$107.32	\$110.00	\$112.75	\$115.57
0001 AP03	Computer Systems Analyst – Level III	HR	\$110.88	\$114.09	\$117.52	\$120.92	\$124.31	\$127.67	\$130.98	\$134.26	\$137.62	\$141.06
0001 AQ00	Configuration Management Specialist	HR	\$98.43	\$101.29	\$104.33	\$107.35	\$110.36	\$113.34	\$116.29	\$119.19	\$122.17	\$125.23
0001 AR01	Cost Analyst – Level I	HR	\$63.53	\$65.38	\$67.34	\$69.29	\$71.23	\$73.15	\$75.06	\$76.93	\$78.86	\$80.83
0001 AR02	Cost Analyst – Level II	HR	\$81.16	\$83.52	\$86.02	\$88.52	\$90.99	\$93.45	\$95.88	\$98.28	\$100.73	\$103.25
0001 AS00	Data Entry Clerk	HR	\$40.87	\$42.05	\$43.31	\$44.57	\$45.82	\$47.05	\$48.28	\$49.48	\$50.72	\$51.99
0001 AT00	Data Security Specialist	HR	\$82.48	\$84.87	\$87.41	\$89.95	\$92.47	\$94.96	\$97.43	\$99.87	\$102.36	\$104.92
0001 AU00	Data Standardization Specialist	HR	\$66.58	\$68.51	\$70.57	\$72.61	\$74.64	\$76.66	\$78.65	\$80.62	\$82.64	\$84.70
0001 AV00	Database Administrator	HR	\$82.48	\$84.87	\$87.41	\$89.95	\$92.47	\$94.96	\$97.43	\$99.87	\$102.36	\$104.92

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
J-1 CONTRACTOR SITE

ITEM	DESCRIPTION	U/M	Contract Year									
			1	2	3	4	5	6	7	8	9	10
0001 AW01	Database Management Specialist – Level I	HR	\$63.43	\$65.27	\$67.22	\$69.17	\$71.11	\$73.03	\$74.93	\$76.80	\$78.72	\$80.69
0001 AW02	Database Management Specialist – Level II	HR	\$79.61	\$81.92	\$84.38	\$86.82	\$89.26	\$91.67	\$94.05	\$96.40	\$98.81	\$101.28
0001 AW03	Database Management Specialist – Level III	HR	\$87.92	\$90.46	\$93.18	\$95.88	\$98.57	\$101.23	\$103.86	\$106.46	\$109.12	\$111.84
0001 AX01	Database Specialist – Level I	HR	\$67.44	\$69.40	\$71.48	\$73.55	\$75.61	\$77.65	\$79.67	\$81.67	\$83.71	\$85.80
0001 AX02	Database Specialist – Level II	HR	\$87.92	\$90.46	\$93.18	\$95.88	\$98.57	\$101.23	\$103.86	\$106.46	\$109.12	\$111.84
0001 AX03	Database Specialist – Level III	HR	\$103.30	\$106.29	\$109.48	\$112.66	\$115.81	\$118.94	\$122.03	\$125.08	\$128.21	\$131.42
0001 AY00	Data Warehousing Administrator	HR	\$59.09	\$60.81	\$62.63	\$64.45	\$66.25	\$68.04	\$69.81	\$71.55	\$73.34	\$75.18
0001 AZ00	Data Warehouse Analyst	HR	\$98.43	\$101.29	\$104.33	\$107.35	\$110.36	\$113.34	\$116.29	\$119.19	\$122.17	\$125.23
0001 BA00	Data Warehouse Programmer	HR	\$66.58	\$68.51	\$70.57	\$72.61	\$74.64	\$76.66	\$78.65	\$80.62	\$82.64	\$84.70
0001 BB00	Disaster Recovery Specialist	HR	\$122.02	\$125.56	\$129.33	\$133.08	\$136.80	\$140.50	\$144.15	\$147.75	\$151.45	\$155.23
0001 BC01	Document Control Specialist – Level I	HR	\$45.26	\$46.57	\$47.97	\$49.36	\$50.74	\$52.11	\$53.46	\$54.80	\$56.17	\$57.58
0001 BC02	Document Control Specialist - Level II	HR	\$52.49	\$54.01	\$55.63	\$57.25	\$58.85	\$60.44	\$62.01	\$63.56	\$65.15	\$66.78
0001 BC03	Document Control Specialist – Level III	HR	\$59.09	\$60.81	\$62.63	\$64.45	\$66.25	\$68.04	\$69.81	\$71.55	\$73.34	\$75.18
0001 BD01	Document Support Specialist – Level I	HR	\$61.96	\$63.76	\$65.67	\$67.57	\$69.47	\$71.34	\$73.20	\$75.03	\$76.90	\$78.82
0001 BD02	Document Support Specialist – Level II	HR	\$63.43	\$65.27	\$67.22	\$69.17	\$71.11	\$73.03	\$74.93	\$76.80	\$78.72	\$80.69
0001 BE00	Duplicating Machine Operator	HR	\$45.26	\$46.57	\$47.97	\$49.36	\$50.74	\$52.11	\$53.46	\$54.80	\$56.17	\$57.58
0001 BF00	Electronic Data Interchange (EDI) Specialist	HR	\$79.61	\$81.92	\$84.38	\$86.82	\$89.26	\$91.67	\$94.05	\$96.40	\$98.81	\$101.28
0001 BG00	Electronic Meeting Technographer	HR	\$64.27	\$66.13	\$68.11	\$70.09	\$72.05	\$74.00	\$75.92	\$77.82	\$79.77	\$81.76
0001 BH00	Enterprise Resource Planning (ERP) Specialist	HR	\$240.63	\$247.61	\$255.04	\$262.44	\$269.79	\$277.07	\$284.27	\$291.38	\$298.67	\$306.13
0001 BI00	Facilitator	HR	\$90.84	\$93.48	\$96.28	\$99.08	\$101.85	\$104.60	\$107.32	\$110.00	\$112.75	\$115.57
0001 BJ00	Financial Analyst – IT	HR	\$72.04	\$74.13	\$76.35	\$78.57	\$80.77	\$82.95	\$85.10	\$87.23	\$89.41	\$91.65
0001 BK01	Functional Analyst – Level I	HR	\$82.48	\$84.87	\$87.41	\$89.95	\$92.47	\$94.96	\$97.43	\$99.87	\$102.36	\$104.92
0001 BK02	Functional Analyst – Level II	HR	\$90.84	\$93.48	\$96.28	\$99.08	\$101.85	\$104.60	\$107.32	\$110.00	\$112.75	\$115.57
0001 BL01	General Clerk – Level I	HR	\$30.00	\$30.87	\$31.80	\$32.72	\$33.63	\$34.54	\$35.44	\$36.33	\$37.24	\$38.17
0001 BL02	General Clerk – Level II	HR	\$34.81	\$35.82	\$36.90	\$37.97	\$39.03	\$40.08	\$41.13	\$42.15	\$43.21	\$44.29
0001 BL03	General Clerk – Level III	HR	\$41.81	\$43.03	\$44.32	\$45.60	\$46.88	\$48.15	\$49.40	\$50.63	\$51.90	\$53.20
0001 BM00	Geographic Information System (GIS) Specialist	HR	\$94.06	\$96.78	\$99.69	\$102.58	\$105.45	\$108.30	\$111.11	\$113.89	\$116.74	\$119.66
0001 BN00	Graphical User Interface Designer	HR	\$98.43	\$101.29	\$104.33	\$107.35	\$110.36	\$113.34	\$116.29	\$119.19	\$122.17	\$125.23
0001 BO00	Graphics Specialist	HR	\$64.27	\$66.13	\$68.11	\$70.09	\$72.05	\$74.00	\$75.92	\$77.82	\$79.77	\$81.76
0001 BP00	Hardware Draftsman	HR	\$66.58	\$68.51	\$70.57	\$72.61	\$74.64	\$76.66	\$78.65	\$80.62	\$82.64	\$84.70
0001 BQ01	Hardware Installation Technician – Level I	HR	\$60.33	\$62.08	\$63.94	\$65.79	\$67.64	\$69.46	\$71.27	\$73.05	\$74.88	\$76.75
0001 BQ02	Hardware Installation Technician – Level II	HR	\$74.99	\$77.17	\$79.48	\$81.79	\$84.08	\$86.35	\$88.60	\$90.81	\$93.08	\$95.41

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
J-1 CONTRACTOR SITE

ITEM	DESCRIPTION	U/M	Contract Year									
			1	2	3	4	5	6	7	8	9	10
0001 BR00	Hardware Specialist – Information	HR	\$80.65	\$82.99	\$85.48	\$87.96	\$90.42	\$92.86	\$95.28	\$97.66	\$100.10	\$102.60
0001 BS00	Help Desk Manager	HR	\$98.77	\$101.64	\$104.69	\$107.72	\$110.74	\$113.73	\$116.69	\$119.60	\$122.59	\$125.66
0001 BT00	Help Desk Specialist	HR	\$67.44	\$69.40	\$71.48	\$73.55	\$75.61	\$77.65	\$79.67	\$81.67	\$83.71	\$85.80
0001 BU01	Imaging Specialist/Technician – Level I	HR	\$79.61	\$81.92	\$84.38	\$86.82	\$89.26	\$91.67	\$94.05	\$96.40	\$98.81	\$101.28
0001 BU02	Imaging Specialist/Technician – Level II	HR	\$87.92	\$90.46	\$93.18	\$95.88	\$98.57	\$101.23	\$103.86	\$106.46	\$109.12	\$111.84
0001 BU03	Imaging Specialist/Technician – Level III	HR	\$98.77	\$101.64	\$104.69	\$107.72	\$110.74	\$113.73	\$116.69	\$119.60	\$122.59	\$125.66
0001 BV00	Informatic Specialist/Bioinformatician	HR	\$102.67	\$105.65	\$108.82	\$111.97	\$115.11	\$118.21	\$121.29	\$124.32	\$127.43	\$130.61
0001 BW01	Information Engineer – Level I	HR	\$110.88	\$114.09	\$117.52	\$120.92	\$124.31	\$127.67	\$130.98	\$134.26	\$137.62	\$141.06
0001 BW02	Information Engineer – Level II	HR	\$128.05	\$131.76	\$135.72	\$139.65	\$143.56	\$147.44	\$151.27	\$155.05	\$158.93	\$162.90
0001 BX00	Information Resource Management Analyst	HR	\$82.78	\$85.19	\$87.74	\$90.29	\$92.81	\$95.32	\$97.80	\$100.24	\$102.75	\$105.32
0001 BY00	Information Systems Training Specialist	HR	\$87.92	\$90.46	\$93.18	\$95.88	\$98.57	\$101.23	\$103.86	\$106.46	\$109.12	\$111.84
0001 BZ00	IT Policy/Legislative Specialist	HR	\$149.50	\$153.83	\$158.45	\$163.04	\$167.61	\$172.13	\$176.61	\$181.02	\$185.55	\$190.19
0001 CA00	IT Strategic/Capital Planner	HR	\$98.43	\$101.29	\$104.33	\$107.35	\$110.36	\$113.34	\$116.29	\$119.19	\$122.17	\$125.23
0001 CB00	Knowledge Management Specialist	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 CC00	Librarian	HR	\$50.02	\$51.47	\$53.01	\$54.55	\$56.08	\$57.59	\$59.09	\$60.57	\$62.08	\$63.63
0001 CD00	Librarian Technician	HR	\$53.42	\$54.97	\$56.62	\$58.26	\$59.89	\$61.51	\$63.11	\$64.69	\$66.31	\$67.96
0001 CE00	Medical Billing/Account Management Specialist	HR	\$56.31	\$57.94	\$59.68	\$61.41	\$63.13	\$64.83	\$66.52	\$68.18	\$69.89	\$71.64
0001 CF00	Modeling and Simulation Specialist	HR	\$99.91	\$102.80	\$105.89	\$108.96	\$112.01	\$115.03	\$118.02	\$120.98	\$124.00	\$127.10
0001 CG00	Network Administrator	HR	\$80.65	\$82.99	\$85.48	\$87.96	\$90.42	\$92.86	\$95.28	\$97.66	\$100.10	\$102.60
0001 CH00	Network Draftsman	HR	\$66.58	\$68.51	\$70.57	\$72.61	\$74.64	\$76.66	\$78.65	\$80.62	\$82.64	\$84.70
0001 CI01	Network Installation Technician – Level I	HR	\$66.58	\$68.51	\$70.57	\$72.61	\$74.64	\$76.66	\$78.65	\$80.62	\$82.64	\$84.70
0001 CI02	Network Installation Technician – Level II	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 CJ00	Network Support Technician	HR	\$66.58	\$68.51	\$70.57	\$72.61	\$74.64	\$76.66	\$78.65	\$80.62	\$82.64	\$84.70
0001 CK00	Operations Manager	HR	\$98.12	\$100.97	\$104.00	\$107.01	\$110.01	\$112.98	\$115.92	\$118.82	\$121.79	\$124.83
0001 CL00	Procurement Product Specialist	HR	\$82.47	\$84.87	\$87.41	\$89.95	\$92.46	\$94.96	\$97.43	\$99.87	\$102.36	\$104.92
0001 CM00	Program Administration Specialist	HR	\$55.66	\$57.28	\$59.00	\$60.71	\$62.41	\$64.09	\$65.76	\$67.40	\$69.09	\$70.81
0001 CN00	Program Analyst	HR	\$72.04	\$74.13	\$76.35	\$78.57	\$80.77	\$82.95	\$85.10	\$87.23	\$89.41	\$91.65
0001 CO00	Program Manager	HR	\$235.01	\$241.83	\$249.08	\$256.31	\$263.48	\$270.60	\$277.63	\$284.57	\$291.69	\$298.98
0001 CP00	Project Control Specialist	HR	\$100.04	\$102.94	\$106.02	\$109.10	\$112.15	\$115.18	\$118.18	\$121.13	\$124.16	\$127.26
0001 CQ00	Project Leader	HR	\$83.63	\$86.06	\$88.64	\$91.21	\$93.76	\$96.30	\$98.80	\$101.27	\$103.80	\$106.40
0001 CR01	Project Manager – Level I	HR	\$123.91	\$127.50	\$131.33	\$135.14	\$138.92	\$142.67	\$146.38	\$150.04	\$153.79	\$157.64
0001 CR02	Project Manager – Level II	HR	\$153.34	\$157.79	\$162.52	\$167.24	\$171.92	\$176.56	\$181.15	\$185.68	\$190.32	\$195.08
0001 CR03	Project Manager – Level III	HR	\$178.33	\$183.50	\$189.01	\$194.49	\$199.93	\$205.33	\$210.67	\$215.94	\$221.34	\$226.87
0001 CS00	Public Health Analyst	HR	\$97.83	\$100.67	\$103.69	\$106.70	\$109.69	\$112.65	\$115.58	\$118.47	\$121.43	\$124.46
0001 CT00	Quality Assurance Analyst	HR	\$72.04	\$74.13	\$76.35	\$78.57	\$80.77	\$82.95	\$85.10	\$87.23	\$89.41	\$91.65
0001 CU00	Quality Assurance Manager	HR	\$97.83	\$100.67	\$103.69	\$106.70	\$109.69	\$112.65	\$115.58	\$118.47	\$121.43	\$124.46

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
J-1 CONTRACTOR SITE

ITEM	DESCRIPTION	U/M	Contract Year									
			1	2	3	4	5	6	7	8	9	10
0001 CV00	Quality Assurance Specialist	HR	\$61.96	\$63.76	\$65.67	\$67.57	\$69.47	\$71.34	\$73.20	\$75.03	\$76.90	\$78.82
0001 CW00	Records Management Specialist	HR	\$61.96	\$63.76	\$65.67	\$67.57	\$69.47	\$71.34	\$73.20	\$75.03	\$76.90	\$78.82
0001 CX00	Scanner Operator	HR	\$40.87	\$42.05	\$43.31	\$44.57	\$45.82	\$47.05	\$48.28	\$49.48	\$50.72	\$51.99
0001 CY00	Scientific Data Analyst	HR	\$97.83	\$100.67	\$103.69	\$106.70	\$109.69	\$112.65	\$115.58	\$118.47	\$121.43	\$124.46
0001 CZ01	Subject Matter Expert – Level I	HR	\$145.85	\$150.08	\$154.58	\$159.07	\$163.52	\$167.94	\$172.30	\$176.61	\$181.02	\$185.55
0001 CZ02	Subject Matter Expert – Level II	HR	\$175.68	\$180.78	\$186.20	\$191.60	\$196.97	\$202.29	\$207.55	\$212.73	\$218.05	\$223.50
0001 CZ03	Subject Matter Expert – Level III	HR	\$223.95	\$230.44	\$237.35	\$244.24	\$251.08	\$257.85	\$264.56	\$271.17	\$277.95	\$284.90
0001 DA01	System Administrator – Level I	HR	\$64.75	\$66.63	\$68.63	\$70.62	\$72.60	\$74.56	\$76.50	\$78.41	\$80.37	\$82.38
0001 DA02	System Administrator – Level II	HR	\$82.48	\$84.87	\$87.41	\$89.95	\$92.47	\$94.96	\$97.43	\$99.87	\$102.36	\$104.92
0001 DA03	System Administrator – Level III	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 DB01	Systems Architect – Level I	HR	\$185.85	\$191.24	\$196.98	\$202.69	\$208.37	\$213.99	\$219.56	\$225.04	\$230.67	\$236.44
0001 DB02	Systems Architect – Level II	HR	\$224.40	\$230.91	\$237.84	\$244.74	\$251.59	\$258.38	\$265.10	\$271.73	\$278.52	\$285.48
0001 DC01	Systems Engineer – Level I	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 DC02	Systems Engineer – Level II	HR	\$121.94	\$125.47	\$129.24	\$132.98	\$136.71	\$140.40	\$144.05	\$147.65	\$151.34	\$155.13
0001 DC03	Systems Engineer – Level III	HR	\$128.05	\$131.76	\$135.72	\$139.65	\$143.56	\$147.44	\$151.27	\$155.05	\$158.93	\$162.90
0001 DD00	System Operator	HR	\$60.61	\$62.37	\$64.24	\$66.10	\$67.95	\$69.79	\$71.60	\$73.39	\$75.23	\$77.11
0001 DE00	System Programmer	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 DF01	Technical Writer/Editor – Level I	HR	\$64.27	\$66.13	\$68.11	\$70.09	\$72.05	\$74.00	\$75.92	\$77.82	\$79.77	\$81.76
0001 DF02	Technical Writer/Editor – Level II	HR	\$78.05	\$80.31	\$82.72	\$85.12	\$87.51	\$89.87	\$92.20	\$94.51	\$96.87	\$99.29
0001 DF03	Technical Writer/Editor – Level III	HR	\$94.12	\$96.85	\$99.76	\$102.65	\$105.52	\$108.37	\$111.19	\$113.97	\$116.82	\$119.74
0001 DG01	Telecommunications Engineer – Level I	HR	\$74.99	\$77.17	\$79.48	\$81.79	\$84.08	\$86.35	\$88.60	\$90.81	\$93.08	\$95.41
0001 DG02	Telecommunications Engineer - Level II	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 DH01	Telecommunications Specialist – Level I	HR	\$56.34	\$57.97	\$59.71	\$61.44	\$63.17	\$64.87	\$66.56	\$68.22	\$69.93	\$71.67
0001 DH02	Telecommunications Specialist - Level II	HR	\$69.75	\$71.78	\$73.93	\$76.07	\$78.20	\$80.31	\$82.40	\$84.46	\$86.57	\$88.74
0001 DI00	Test Engineer	HR	\$80.57	\$82.91	\$85.40	\$87.88	\$90.34	\$92.78	\$95.19	\$97.57	\$100.01	\$102.51
0001 DJ00	Training Manager	HR	\$94.12	\$96.85	\$99.76	\$102.65	\$105.52	\$108.37	\$111.19	\$113.97	\$116.82	\$119.74
0001 DK01	Training Specialist – Level I	HR	\$78.05	\$80.31	\$82.72	\$85.12	\$87.51	\$89.87	\$92.20	\$94.51	\$96.87	\$99.29
0001 DK02	Training Specialist – Level II	HR	\$94.12	\$96.85	\$99.76	\$102.65	\$105.52	\$108.37	\$111.19	\$113.97	\$116.82	\$119.74
0001 DL00	Web Content Administrator	HR	\$61.96	\$63.76	\$65.67	\$67.57	\$69.47	\$71.34	\$73.20	\$75.03	\$76.90	\$78.82
0001 DM00	Web Designer	HR	\$80.65	\$82.99	\$85.48	\$87.96	\$90.42	\$92.86	\$95.28	\$97.66	\$100.10	\$102.60
0001 DN00	Web Project Manager	HR	\$98.43	\$101.29	\$104.33	\$107.35	\$110.36	\$113.34	\$116.29	\$119.19	\$122.17	\$125.23
0001 DO00	Web Software Developer	HR	\$80.65	\$82.99	\$85.48	\$87.96	\$90.42	\$92.86	\$95.28	\$97.66	\$100.10	\$102.60
0001 DP00	Webmaster	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67
0001 DQ00	Wide Area Network Administrator	HR	\$84.64	\$87.09	\$89.70	\$92.30	\$94.89	\$97.45	\$99.99	\$102.48	\$105.05	\$107.67



## J-1 Government SITE

ITEM	DESCRIPTION	U/M	Contract Year									
			1	2	3	4	5	6	7	8	9	10
	<b>Escalation rate</b>			2.9%	3.0%	2.9%	2.8%	2.7%	2.6%	2.5%	2.5%	2.5%
0002 AA01	Administrative Assistant – Level I	HR	\$38.00	\$39.11	\$40.28	\$41.45	\$42.61	\$43.76	\$44.90	\$46.02	\$47.17	\$48.35
0002 AA02	Administrative Assistant – Level II	HR	\$44.47	\$45.76	\$47.13	\$48.50	\$49.86	\$51.20	\$52.53	\$53.85	\$55.19	\$56.57
0002 AB01	Application Engineer – Level I	HR	\$86.13	\$88.63	\$91.29	\$93.94	\$96.57	\$99.18	\$101.75	\$104.30	\$106.91	\$109.58
0002 AB02	Application Engineer – Level II	HR	\$110.90	\$114.11	\$117.54	\$120.95	\$124.33	\$127.69	\$131.01	\$134.28	\$137.64	\$141.08
0002 AC01	Application Programmer – Level I	HR	\$56.64	\$58.28	\$60.03	\$61.77	\$63.50	\$65.22	\$66.91	\$68.59	\$70.30	\$72.06
0002 AC02	Application Programmer – Level II	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 AC03	Applications Programmer – Level III	HR	\$89.46	\$92.06	\$94.82	\$97.57	\$100.30	\$103.01	\$105.69	\$108.33	\$111.04	\$113.81
0002 AD00	Application Systems Analyst	HR	\$60.51	\$62.26	\$64.13	\$65.99	\$67.84	\$69.67	\$71.48	\$73.27	\$75.10	\$76.98
0002 AE00	Biostatistician	HR	\$73.44	\$75.57	\$77.84	\$80.09	\$82.34	\$84.56	\$86.76	\$88.93	\$91.15	\$93.43
0002 AF01	Business Analyst – Level I	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 AF02	Business Analyst – Level II	HR	\$96.99	\$99.80	\$102.80	\$105.78	\$108.74	\$111.67	\$114.58	\$117.44	\$120.38	\$123.39
0002 AF03	Business Analyst – Level III	HR	\$110.90	\$114.11	\$117.54	\$120.95	\$124.33	\$127.69	\$131.01	\$134.28	\$137.64	\$141.08
0002 AG01	Business Process Reengineering Specialist – Level I	HR	\$110.90	\$114.11	\$117.54	\$120.95	\$124.33	\$127.69	\$131.01	\$134.28	\$137.64	\$141.08
0002 AG02	Business Process Reengineering Specialist – Level II	HR	\$136.35	\$140.31	\$144.52	\$148.71	\$152.87	\$157.00	\$161.08	\$165.11	\$169.24	\$173.47
0002 AG03	Business Process Reengineering Specialist – Level III	HR	\$164.64	\$169.41	\$174.50	\$179.56	\$184.58	\$189.57	\$194.50	\$199.36	\$204.34	\$209.45
0002 AH00	Chief Information Security Officer	HR	\$110.90	\$114.11	\$117.54	\$120.95	\$124.33	\$127.69	\$131.01	\$134.28	\$137.64	\$141.08
0002 AI00	Communications Hardware Specialist	HR	\$70.57	\$72.62	\$74.80	\$76.97	\$79.12	\$81.26	\$83.37	\$85.45	\$87.59	\$89.78
0002 AJ00	Communications Network Manager	HR	\$86.13	\$88.63	\$91.29	\$93.94	\$96.57	\$99.18	\$101.75	\$104.30	\$106.91	\$109.58
0002 AK00	Communications Software Specialist	HR	\$76.90	\$79.13	\$81.51	\$83.87	\$86.22	\$88.55	\$90.85	\$93.12	\$95.45	\$97.83
0002 AL00	Communications Specialist	HR	\$73.30	\$75.42	\$77.69	\$79.94	\$82.18	\$84.40	\$86.59	\$88.76	\$90.98	\$93.25
0002 AM00	Computer Data Librarian	HR	\$35.75	\$36.78	\$37.89	\$38.99	\$40.08	\$41.16	\$42.23	\$43.28	\$44.37	\$45.48
0002 AN00	Computer Scientist	HR	\$120.23	\$123.71	\$127.43	\$131.12	\$134.79	\$138.43	\$142.03	\$145.58	\$149.22	\$152.95
0002 AO01	Computer Security System Specialist – Level I	HR	\$73.30	\$75.42	\$77.69	\$79.94	\$82.18	\$84.40	\$86.59	\$88.76	\$90.98	\$93.25
0002 AO02	Computer Security System Specialist – Level II	HR	\$89.46	\$92.06	\$94.82	\$97.57	\$100.30	\$103.01	\$105.69	\$108.33	\$111.04	\$113.81
0002 AO03	Computer Security System Specialist – Level III	HR	\$110.90	\$114.11	\$117.54	\$120.95	\$124.33	\$127.69	\$131.01	\$134.28	\$137.64	\$141.08
0002 AP01	Computer Systems Analyst – Level I	HR	\$65.60	\$67.50	\$69.53	\$71.54	\$73.55	\$75.53	\$77.50	\$79.44	\$81.42	\$83.46
0002 AP02	Computer Systems Analyst – Level II	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 AP03	Computer Systems Analyst – Level III	HR	\$96.99	\$99.80	\$102.80	\$105.78	\$108.74	\$111.67	\$114.58	\$117.44	\$120.38	\$123.39
0002 AQ00	Configuration Management Specialist	HR	\$86.13	\$88.63	\$91.29	\$93.94	\$96.57	\$99.18	\$101.75	\$104.30	\$106.91	\$109.58
0002 AR01	Cost Analyst – Level I	HR	\$55.59	\$57.21	\$58.92	\$60.63	\$62.33	\$64.01	\$65.68	\$67.32	\$69.00	\$70.73
0002 AR02	Cost Analyst – Level II	HR	\$71.02	\$73.08	\$75.27	\$77.45	\$79.62	\$81.77	\$83.90	\$86.00	\$88.15	\$90.35
0002 AS00	Data Entry Clerk	HR	\$35.75	\$36.78	\$37.89	\$38.99	\$40.08	\$41.16	\$42.23	\$43.28	\$44.37	\$45.48
0002 AT00	Data Security Specialist	HR	\$65.60	\$67.50	\$69.53	\$71.54	\$73.55	\$75.53	\$77.50	\$79.44	\$81.42	\$83.46
0002 AU00	Data Standardization Specialist	HR	\$60.51	\$62.26	\$64.13	\$65.99	\$67.84	\$69.67	\$71.48	\$73.27	\$75.10	\$76.98

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
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ITEM	DESCRIPTION	U/M	Contract Year									
			1	2	3	4	5	6	7	8	9	10
0002 AV00	Database Administrator	HR	\$65.60	\$67.50	\$69.53	\$71.54	\$73.55	\$75.53	\$77.50	\$79.44	\$81.42	\$83.46
0002 AW01	Database Management Specialist – Level I	HR	\$49.27	\$50.70	\$52.22	\$53.74	\$55.24	\$56.73	\$58.21	\$59.66	\$61.15	\$62.68
0002 AW02	Database Management Specialist – Level II	HR	\$56.24	\$57.87	\$59.60	\$61.33	\$63.05	\$64.75	\$66.43	\$68.10	\$69.80	\$71.54
0002 AW03	Database Management Specialist – Level III	HR	\$68.30	\$70.28	\$72.39	\$74.48	\$76.57	\$78.64	\$80.68	\$82.70	\$84.77	\$86.89
0002 AX01	Database Specialist – Level I	HR	\$63.32	\$65.16	\$67.11	\$69.06	\$70.99	\$72.91	\$74.81	\$76.68	\$78.59	\$80.56
0002 AX02	Database Specialist – Level II	HR	\$76.90	\$79.13	\$81.51	\$83.87	\$86.22	\$88.55	\$90.85	\$93.12	\$95.45	\$97.83
0002 AX03	Database Specialist – Level III	HR	\$96.99	\$99.80	\$102.80	\$105.78	\$108.74	\$111.67	\$114.58	\$117.44	\$120.38	\$123.39
0002 AY00	Data Warehousing Administrator	HR	\$49.27	\$50.70	\$52.22	\$53.74	\$55.24	\$56.73	\$58.21	\$59.66	\$61.15	\$62.68
0002 AZ00	Data Warehouse Analyst	HR	\$86.13	\$88.63	\$91.29	\$93.94	\$96.57	\$99.18	\$101.75	\$104.30	\$106.91	\$109.58
0002 BA00	Data Warehouse Programmer	HR	\$53.17	\$54.71	\$56.35	\$57.99	\$59.61	\$61.22	\$62.81	\$64.38	\$65.99	\$67.64
0002 BB00	Disaster Recovery Specialist	HR	\$106.77	\$109.87	\$113.16	\$116.45	\$119.71	\$122.94	\$126.14	\$129.29	\$132.52	\$135.83
0002 BC01	Document Control Specialist – Level I	HR	\$42.49	\$43.72	\$45.04	\$46.34	\$47.64	\$48.93	\$50.20	\$51.45	\$52.74	\$54.06
0002 BC02	Document Control Specialist - Level II	HR	\$49.28	\$50.71	\$52.23	\$53.75	\$55.25	\$56.74	\$58.22	\$59.68	\$61.17	\$62.70
0002 BC03	Document Control Specialist – Level III	HR	\$55.48	\$57.09	\$58.80	\$60.51	\$62.20	\$63.88	\$65.54	\$67.18	\$68.86	\$70.58
0002 BD01	Document Support Specialist – Level I	HR	\$49.28	\$50.71	\$52.23	\$53.75	\$55.25	\$56.74	\$58.22	\$59.68	\$61.17	\$62.70
0002 BD02	Document Support Specialist – Level II	HR	\$55.48	\$57.09	\$58.80	\$60.51	\$62.20	\$63.88	\$65.54	\$67.18	\$68.86	\$70.58
0002 BE00	Duplicating Machine Operator	HR	\$42.49	\$43.72	\$45.04	\$46.34	\$47.64	\$48.93	\$50.20	\$51.45	\$52.74	\$54.06
0002 BF00	Electronic Data Interchange (EDI) Specialist	HR	\$56.24	\$57.87	\$59.60	\$61.33	\$63.05	\$64.75	\$66.43	\$68.10	\$69.80	\$71.54
0002 BG00	Electronic Meeting Technographer	HR	\$56.24	\$57.87	\$59.60	\$61.33	\$63.05	\$64.75	\$66.43	\$68.10	\$69.80	\$71.54
0002 BH00	Enterprise Resource Planning (ERP) Specialist	HR	\$225.93	\$232.49	\$239.46	\$246.41	\$253.30	\$260.14	\$266.91	\$273.58	\$280.42	\$287.43
0002 BI00	Facilitator	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 BJ00	Financial Analyst – IT	HR	\$57.30	\$58.96	\$60.73	\$62.49	\$64.24	\$65.98	\$67.69	\$69.38	\$71.12	\$72.90
0002 BK01	Functional Analyst – Level I	HR	\$65.60	\$67.50	\$69.53	\$71.54	\$73.55	\$75.53	\$77.50	\$79.44	\$81.42	\$83.46
0002 BK02	Functional Analyst – Level II	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 BL01	General Clerk – Level I	HR	\$28.17	\$28.98	\$29.85	\$30.72	\$31.58	\$32.43	\$33.28	\$34.11	\$34.96	\$35.83
0002 BL02	General Clerk – Level II	HR	\$30.46	\$31.35	\$32.29	\$33.22	\$34.15	\$35.07	\$35.99	\$36.89	\$37.81	\$38.75
0002 BL03	General Clerk – Level III	HR	\$36.59	\$37.65	\$38.78	\$39.90	\$41.02	\$42.13	\$43.22	\$44.31	\$45.41	\$46.55
0002 BM00	Geographic Information System (GIS) Specialist	HR	\$85.48	\$87.96	\$90.60	\$93.23	\$95.84	\$98.42	\$100.98	\$103.51	\$106.10	\$108.75
0002 BN00	Graphical User Interface Designer	HR	\$86.13	\$88.63	\$91.29	\$93.94	\$96.57	\$99.18	\$101.75	\$104.30	\$106.91	\$109.58
0002 BO00	Graphics Specialist	HR	\$58.41	\$60.10	\$61.91	\$63.70	\$65.48	\$67.25	\$69.00	\$70.73	\$72.49	\$74.31
0002 BP00	Hardware Draftsman	HR	\$53.17	\$54.71	\$56.35	\$57.99	\$59.61	\$61.22	\$62.81	\$64.38	\$65.99	\$67.64
0002 BQ01	Hardware Installation Technician – Level I	HR	\$56.64	\$58.28	\$60.03	\$61.77	\$63.50	\$65.22	\$66.91	\$68.59	\$70.30	\$72.06
0002 BQ02	Hardware Installation Technician – Level II	HR	\$65.60	\$67.50	\$69.53	\$71.54	\$73.55	\$75.53	\$77.50	\$79.44	\$81.42	\$83.46

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

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ITEM	DESCRIPTION	U/M	Contract Year									
			1	2	3	4	5	6	7	8	9	10
0002 BR00	Hardware Specialist – Information Technology	HR	\$73.30	\$75.42	\$77.69	\$79.94	\$82.18	\$84.40	\$86.59	\$88.76	\$90.98	\$93.25
0002 BS00	Help Desk Manager	HR	\$92.74	\$95.43	\$98.29	\$101.14	\$103.97	\$106.78	\$109.56	\$112.30	\$115.10	\$117.98
0002 BT00	Help Desk Specialist	HR	\$56.24	\$57.87	\$59.60	\$61.33	\$63.05	\$64.75	\$66.43	\$68.10	\$69.80	\$71.54
0002 BU01	Imaging Specialist/Technician – Level I	HR	\$63.32	\$65.16	\$67.11	\$69.06	\$70.99	\$72.91	\$74.81	\$76.68	\$78.59	\$80.56
0002 BU02	Imaging Specialist/Technician – Level II	HR	\$76.90	\$79.13	\$81.51	\$83.87	\$86.22	\$88.55	\$90.85	\$93.12	\$95.45	\$97.83
0002 BU03	Imaging Specialist/Technician – Level III	HR	\$92.74	\$95.43	\$98.29	\$101.14	\$103.97	\$106.78	\$109.56	\$112.30	\$115.10	\$117.98
0002 BV00	Informatic Specialist/Bioinformatician	HR	\$96.40	\$99.19	\$102.17	\$105.13	\$108.07	\$110.99	\$113.88	\$116.73	\$119.64	\$122.64
0002 BW01	Information Engineer – Level I	HR	\$86.13	\$88.63	\$91.29	\$93.94	\$96.57	\$99.18	\$101.75	\$104.30	\$106.91	\$109.58
0002 BW02	Information Engineer – Level II	HR	\$120.23	\$123.71	\$127.43	\$131.12	\$134.79	\$138.43	\$142.03	\$145.58	\$149.22	\$152.95
0002 BX00	Information Resource Management Analyst	HR	\$75.24	\$77.42	\$79.74	\$82.06	\$84.35	\$86.63	\$88.88	\$91.11	\$93.38	\$95.72
0002 BY00	Information Systems Training Specialist	HR	\$76.90	\$79.13	\$81.51	\$83.87	\$86.22	\$88.55	\$90.85	\$93.12	\$95.45	\$97.83
0002 BZ00	IT Policy/Legislative Specialist	HR	\$130.82	\$134.61	\$138.65	\$142.67	\$146.66	\$150.62	\$154.54	\$158.40	\$162.36	\$166.42
0002 CA00	IT Strategic/Capital Planner	HR	\$89.46	\$92.06	\$94.82	\$97.57	\$100.30	\$103.01	\$105.69	\$108.33	\$111.04	\$113.81
0002 CB00	Knowledge Management Specialist	HR	\$73.30	\$75.42	\$77.69	\$79.94	\$82.18	\$84.40	\$86.59	\$88.76	\$90.98	\$93.25
0002 CC00	Librarian	HR	\$39.94	\$41.10	\$42.33	\$43.56	\$44.78	\$45.99	\$47.19	\$48.37	\$49.58	\$50.81
0002 CD00	Librarian Technician	HR	\$42.49	\$43.72	\$45.04	\$46.34	\$47.64	\$48.93	\$50.20	\$51.45	\$52.74	\$54.06
0002 CE00	Medical Billing/Account Management Specialist	HR	\$44.97	\$46.27	\$47.66	\$49.04	\$50.41	\$51.78	\$53.12	\$54.45	\$55.81	\$57.21
0002 CF00	Modeling and Simulation Specialist	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 CG00	Network Administrator	HR	\$70.57	\$72.62	\$74.80	\$76.97	\$79.12	\$81.26	\$83.37	\$85.45	\$87.59	\$89.78
0002 CH00	Network Draftsman	HR	\$58.26	\$59.95	\$61.75	\$63.54	\$65.32	\$67.08	\$68.82	\$70.54	\$72.31	\$74.12
0002 CI01	Network Installation Technician – Level I	HR	\$58.26	\$59.95	\$61.75	\$63.54	\$65.32	\$67.08	\$68.82	\$70.54	\$72.31	\$74.12
0002 CI02	Network Installation Technician – Level II	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 CJ00	Network Support Technician	HR	\$60.51	\$62.26	\$64.13	\$65.99	\$67.84	\$69.67	\$71.48	\$73.27	\$75.10	\$76.98
0002 CK00	Operations Manager	HR	\$85.86	\$88.35	\$91.00	\$93.64	\$96.26	\$98.86	\$101.43	\$103.97	\$106.57	\$109.23
0002 CL00	Procurement Product Specialist	HR	\$74.96	\$77.13	\$79.44	\$81.75	\$84.04	\$86.30	\$88.55	\$90.76	\$93.03	\$95.36
0002 CM00	Program Administration Specialist	HR	\$48.69	\$50.10	\$51.61	\$53.10	\$54.59	\$56.06	\$57.52	\$58.96	\$60.43	\$61.94
0002 CN00	Program Analyst	HR	\$57.30	\$58.96	\$60.73	\$62.49	\$64.24	\$65.98	\$67.69	\$69.38	\$71.12	\$72.90
0002 CO00	Program Manager	HR	\$195.96	\$201.64	\$207.69	\$213.72	\$219.70	\$225.63	\$231.50	\$237.29	\$243.22	\$249.30
0002 CP00	Project Control Specialist	HR	\$87.53	\$90.07	\$92.78	\$95.47	\$98.14	\$100.79	\$103.41	\$105.99	\$108.64	\$111.36
0002 CQ00	Project Leader	HR	\$78.52	\$80.80	\$83.23	\$85.64	\$88.04	\$90.41	\$92.76	\$95.08	\$97.46	\$99.90
0002 CR01	Project Manager – Level I	HR	\$112.62	\$115.88	\$119.36	\$122.82	\$126.26	\$129.67	\$133.04	\$136.36	\$139.77	\$143.27
0002 CR02	Project Manager – Level II	HR	\$139.36	\$143.41	\$147.71	\$151.99	\$156.25	\$160.47	\$164.64	\$168.75	\$172.97	\$177.30
0002 CR03	Project Manager – Level III	HR	\$162.07	\$166.77	\$171.78	\$176.76	\$181.71	\$186.61	\$191.47	\$196.25	\$201.16	\$206.19
0002 CS00	Public Health Analyst	HR	\$88.92	\$91.49	\$94.24	\$96.97	\$99.69	\$102.38	\$105.04	\$107.67	\$110.36	\$113.12
0002 CT00	Quality Assurance Analyst	HR	\$57.30	\$58.96	\$60.73	\$62.49	\$64.24	\$65.98	\$67.69	\$69.38	\$71.12	\$72.90
0002 CU00	Quality Assurance Manager	HR	\$88.92	\$91.49	\$94.24	\$96.97	\$99.69	\$102.38	\$105.04	\$107.67	\$110.36	\$113.12
0002 CV00	Quality Assurance Specialist	HR	\$49.28	\$50.71	\$52.23	\$53.75	\$55.25	\$56.74	\$58.22	\$59.68	\$61.17	\$62.70

## J-1 Government SITE

ITEM	DESCRIPTION	U/M	Contract Year									
			1	2	3	4	5	6	7	8	9	10
0002 CW00	Records Management Specialist	HR	\$45.46	\$46.78	\$48.18	\$49.58	\$50.97	\$52.34	\$53.70	\$55.04	\$56.42	\$57.83
0002 CX00	Scanner Operator	HR	\$35.75	\$36.78	\$37.89	\$38.99	\$40.08	\$41.16	\$42.23	\$43.28	\$44.37	\$45.48
0002 CY00	Scientific Data Analyst	HR	\$88.92	\$91.49	\$94.24	\$96.97	\$99.69	\$102.38	\$105.04	\$107.67	\$110.36	\$113.12
0002 CZ01	Subject Matter Expert – Level I	HR	\$132.56	\$136.40	\$140.49	\$144.57	\$148.61	\$152.63	\$156.60	\$160.51	\$164.52	\$168.64
0002 CZ02	Subject Matter Expert – Level II	HR	\$159.67	\$164.30	\$169.23	\$174.14	\$179.01	\$183.85	\$188.63	\$193.34	\$198.18	\$203.13
0002 CZ03	Subject Matter Expert – Level III	HR	\$203.53	\$209.43	\$215.72	\$221.97	\$228.19	\$234.35	\$240.44	\$246.45	\$252.61	\$258.93
0002 DA01	System Administrator – Level I	HR	\$56.64	\$58.28	\$60.03	\$61.77	\$63.50	\$65.22	\$66.91	\$68.59	\$70.30	\$72.06
0002 DA02	System Administrator – Level II	HR	\$65.60	\$67.50	\$69.53	\$71.54	\$73.55	\$75.53	\$77.50	\$79.44	\$81.42	\$83.46
0002 DA03	System Administrator – Level III	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 DB01	Systems Architect – Level I	HR	\$147.83	\$152.11	\$156.68	\$161.22	\$165.73	\$170.21	\$174.63	\$179.00	\$183.48	\$188.06
0002 DB02	Systems Architect – Level II	HR	\$178.49	\$183.67	\$189.18	\$194.66	\$200.11	\$205.52	\$210.86	\$216.13	\$221.54	\$227.07
0002 DC01	Systems Engineer – Level I	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 DC02	Systems Engineer – Level II	HR	\$96.99	\$99.80	\$102.80	\$105.78	\$108.74	\$111.67	\$114.58	\$117.44	\$120.38	\$123.39
0002 DC03	Systems Engineer – Level III	HR	\$120.23	\$123.71	\$127.43	\$131.12	\$134.79	\$138.43	\$142.03	\$145.58	\$149.22	\$152.95
0002 DD00	System Operator	HR	\$48.21	\$49.61	\$51.10	\$52.58	\$54.05	\$55.51	\$56.95	\$58.38	\$59.84	\$61.33
0002 DE00	System Programmer	HR	\$73.30	\$75.42	\$77.69	\$79.94	\$82.18	\$84.40	\$86.59	\$88.76	\$90.98	\$93.25
0002 DF01	Technical Writer/Editor – Level I	HR	\$58.41	\$60.10	\$61.91	\$63.70	\$65.48	\$67.25	\$69.00	\$70.73	\$72.49	\$74.31
0002 DF02	Technical Writer/Editor – Level II	HR	\$70.94	\$72.99	\$75.18	\$77.36	\$79.53	\$81.68	\$83.80	\$85.89	\$88.04	\$90.24
0002 DF03	Technical Writer/Editor – Level III	HR	\$82.36	\$84.75	\$87.29	\$89.82	\$92.34	\$94.83	\$97.30	\$99.73	\$102.22	\$104.78
0002 DG01	Telecommunications Engineer – Level I	HR	\$65.60	\$67.50	\$69.53	\$71.54	\$73.55	\$75.53	\$77.50	\$79.44	\$81.42	\$83.46
0002 DG02	Telecommunications Engineer - Level II	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10
0002 DH01	Telecommunications Specialist – Level I	HR	\$49.28	\$50.71	\$52.23	\$53.75	\$55.25	\$56.74	\$58.22	\$59.68	\$61.17	\$62.70
0002 DH02	Telecommunications Specialist - Level II	HR	\$55.48	\$57.09	\$58.80	\$60.51	\$62.20	\$63.88	\$65.54	\$67.18	\$68.86	\$70.58
0002 DI00	Test Engineer	HR	\$64.09	\$65.95	\$67.93	\$69.90	\$71.85	\$73.79	\$75.71	\$77.61	\$79.55	\$81.53
0002 DJ00	Training Manager	HR	\$85.54	\$88.02	\$90.66	\$93.29	\$95.91	\$98.49	\$101.06	\$103.58	\$106.17	\$108.83
0002 DK01	Training Specialist – Level I	HR	\$68.30	\$70.28	\$72.39	\$74.48	\$76.57	\$78.64	\$80.68	\$82.70	\$84.77	\$86.89
0002 DK02	Training Specialist – Level II	HR	\$82.36	\$84.75	\$87.29	\$89.82	\$92.34	\$94.83	\$97.30	\$99.73	\$102.22	\$104.78
0002 DL00	Web Content Administrator	HR	\$49.28	\$50.71	\$52.23	\$53.75	\$55.25	\$56.74	\$58.22	\$59.68	\$61.17	\$62.70
0002 DM00	Web Designer	HR	\$73.30	\$75.42	\$77.69	\$79.94	\$82.18	\$84.40	\$86.59	\$88.76	\$90.98	\$93.25
0002 DN00	Web Project Manager	HR	\$89.46	\$92.06	\$94.82	\$97.57	\$100.30	\$103.01	\$105.69	\$108.33	\$111.04	\$113.81
0002 DO00	Web Software Developer	HR	\$73.30	\$75.42	\$77.69	\$79.94	\$82.18	\$84.40	\$86.59	\$88.76	\$90.98	\$93.25
0002 DP00	Webmaster	HR	\$73.30	\$75.42	\$77.69	\$79.94	\$82.18	\$84.40	\$86.59	\$88.76	\$90.98	\$93.25
0002 DQ00	Wide Area Network Administrator	HR	\$79.47	\$81.77	\$84.22	\$86.67	\$89.09	\$91.50	\$93.88	\$96.22	\$98.63	\$101.10

# Attachment J.2



**Small/Small Disadvantaged/Women-Owned/HUBZone/HBCU/MI/  
Veteran-Owned/Service Disabled Veteran-Owned Businesses  
Individual Subcontracting Plan**

**Including  
Approved Master Subcontracting Plan Effective  
01 January 2009 through 31 December 2011**

**SAIC DUNS Number 054781240 CAGE 52302 for ISR/SSR Reporting  
SAIC SOLICITATION DUNS Number: 833063154 CAGE 5UTE2**

**Subcontracting Goals For  
Prime Contract/Solicitation No.: NIHJT2010001  
SAIC Bid and Proposal No.: F06617.A.2010.175**

Prepared By: Adam Kranz

Adam S. Kranz  
Subcontract Administrator

Nov. 17, 2010  
Date

Approved By:

Stephen J. Comber  
Business Unit Manager

Nov 17, 2010  
Date

Approval Concurrence:

Rochelle Lowe  
Small Business Compliance Manager

11/17/2010  
Date

**SPECIFIC SUBCONTRACTING PLAN  
BASED ON FAR 52.219-9 REQUIREMENTS**

**CONTENTS**

<u>SECTION</u>	<u>DESCRIPTION</u>
I.	Subcontracting Goals [(d)(1), (d)(2) & (d)(7)]
II.	Proposed Distribution and Description of Subcontract Awards [(d)(3)]
III	** Efforts to Subcontract with Small Disadvantaged Business (SDB) Concerns
IV.	Method Used to Develop Goals [(d)(4)]
V	Indirect and Overhead Costs [(d)(6)]
VI	Method of Identification/Solicitation [(d)(5)]

NOTE: Requirements of FAR 52.219-9(d)((8), (d)(9), (d)(10), and (d)(11) are contained in the approved SAIC Master Subcontracting Plan; which is incorporated herein.

[ ] References Specifically Identifies FAR 52.219-9 Requirements  
 \*\* Specifically Identifies DFAR 219.705-4

## I. SUBCONTRACTING GOALS

A. Prime Contract/Solicitation Number: NIHJT2010001

SAIC Group: Infrastructure, Logistics and Product Solutions Group (Craver)  
DUNS: 833063154 CAGE 5UTE2

Proposal Title: Chief Information Officer – Solutions and Partners (CIO-SP3)

B. Program Summary: CIO-SP3 will be a ten (10) year Indefinite Delivery/ Indefinite Quantity (IDIQ) contract. This contract is intended to provide a wide range of IT services and solutions for the Institutes and Centers (ICs) of the National Institutes of Health, for the Department of Health and Human Services (DHHS), and for all other federal agencies. These IT services include health, health science and biomedical-related IT services to meet scientific, health, administrative, operational, managerial, and information management requirements.

C. Individual Subcontract Plan Administrator:

Name: Adam Kranz  
Employee No: 28341 Title: Sr. Subcontract Administrator  
Address: 10260 Campus Point Drive, Mailstop D-6  
San Diego, CA 92121  
Telephone No.: (858) 826-2534 Location No. 094  
Group No.: 22 Division No. 5183  
Group/BU Procurement Manager Name: Gregory A. Burke  
Group/BU Procurement Manager Employee No: 191738

D. Contract Representative:

Name: Cynthia Wessels  
Employee No: 27612 Title: Contracts Manager  
Address: 1710 SAIC Drive, Mailstop 2-3-4  
McLean, VA 22102  
Telephone No.: (703) 676-7228 Location No.: 0015  
Group No.: 22 Division No.: 5183  
Group Manager Name: Stephen J. Comber

E. Corporate Small Business Development Programs Small Business Liaison Officer:

Name: Rochelle Lowe  
Title: Small Business Compliance Manager  
Address: 10260 Campus Pt. Drive  
San Diego, CA 92121  
Telephone: (858) 826-7406  
Fax: (858) 826-2693

Duties of SBLO detailed in Master Subcontracting Plan and include those detailed in FAR 52.219-8 and 52.219-9.



F. Subcontracting Goal Summary

The percentages contained in the below table represent the goals that will be entered into e-SRS and reported via the electronic Individual Subcontract Report (ISR).

Contract Period of Performance: June 1, 2011 through May 31, 2021 (Estimated)

This is a 10 year IDIQ, and the goals set forth below are based on the award of fully funded Task Orders. If Task Orders are not fully funded or awarded, the goals below may require adjusting.

	Distribution of Subcontracts	Amount	Percentage of Subcontracted Dollars
1	Total Dollars to be Subcontracted	800,000,000.0	100%
2a	Large Business	560,000,000.0	70.0%
2b(1)	Total Small Business	240,000,000.0	30.0%
2b(2)	Small Disadvantaged	80,000,000.0	10.0%
2b(3)	Small Woman-Owned	40,000,000.0	5.0%
2b(4)	HBCU/MI	0.0	0.0%
2b(5)	HUBZone	24,000,000.0	3.0%
2b(6)	Small Veteran-Owned	24,000,000.0	3.0%
2b(7)	Small Service Disabled Veteran-Owned	24,000,000.0	3.0%

TABLE A – Goals Expressed as Percentage of Total Planned Subcontracting

II. PROPOSED DISTRIBUTION AND DESCRIPTION OF SUBCONTRACT AWARDS

Science Applications International Corporation is committed to providing opportunities for small businesses to compete for subcontract awards. This commitment has proven effective with actual direct awards of 55.0% to Small Businesses overall with 8.6% going to Small Disadvantaged Businesses and 9.9% going to Women Owned businesses in Government Fiscal Year 2010.

The principal supplies and/or services to be subcontracted under this contract are:

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

Identify Service / Product	NAICS (which describes service/ product being acquired from vendor)	Type of Award												
		Full & Open Competition Source Item	Limited Competition	Single Source	Restricted Disadvantaged Competition	Small Business	SDB	WOSB	HBCU/MI	Large Business	HUBZone	VOSB	SDVOSB	ANC/Indian Tribal-owned
Task Area 1	541512	✓				✓	✓	✓		✓				
Task Area 2	541512	✓				✓	✓	✓		✓	✓			
Task Area 3	541512	✓				✓	✓	✓		✓		✓	✓	
Task Area 4	541512	✓				✓	✓			✓	✓	✓	✓	
Task Area 5	541512	✓				✓	✓	✓		✓	✓	✓	✓	✓
Task Area 6	541512	✓				✓	✓	✓		✓	✓	✓	✓	✓
Task Area 7	541512	✓				✓	✓	✓		✓	✓	✓	✓	
Task Area 8	541512	✓				✓	✓	✓		✓	✓	✓	✓	
Task Area 9	541512	✓				✓	✓	✓		✓	✓	✓	✓	✓
Task Area 10	541512	✓				✓	✓	✓		✓	✓	✓	✓	✓

### **III EFFORTS TO SUBCONTRACT WITH SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS**

This Individual Subcontracting Plan was prepared with consideration given to positive goals for SDB participation. This included reviewing subcontracting requirements for opportunities to use competition restricted to Historically Black Colleges and Universities or Minority Institutions.

Describe anticipated product or services to be provided by SDB, technical assistance to be provided, and/or restricted competition with SDB or HBCU/MI:

A wide range of IT services and solutions including health, health science and biomedical-related IT services to meet scientific, health, administrative, operational, managerial, and information management requirements.

### **IV. METHOD USED TO DEVELOP GOALS**

- A. Proposed subcontracting goals as identified in Section I, F. Subcontracting Goal Summary was developed by a joint pre-proposal review of the solicitation statement of work and performance requirements. The joint review involved program, technical and procurement personnel including, the Corporate Small Business Liaison Officer, Business Unit Manager, Contract Representative, and the identified Individual Subcontract Plan Administrator.
- B. Criteria considered in the review process included:
1. Review of the solicitation statement of work.
  2. Identification of the requirement for goods and services.
  3. Identification of the potential to subcontract for goods and services.
  4. Make - Buy Analysis.
  5. Identification of potential suppliers.
  6. Categorization of source requirements based on single source, limited competition and open competition as provided by the marketplace or could potentially be developed.

### **V. INDIRECT AND OVERHEAD CHARGES**

Indirect and overhead charges are not included in this subcontracting plan.

### **VI. METHOD OF IDENTIFICATION /SOLICITATION**

The development of goals as described in Section IV resulted in the identification of potential/proposed subcontracting opportunities. The review process identified provided a categorization of items available from single sources, limited competition and full and open competition. Some single source items are available from "only qualified sources" as determined from previous programs of a similar nature.

Items available for limited or open competition provide the opportunity to subcontract to small businesses. These prospective sources were identified through the mechanisms identified in Section III(c) of the Master Subcontracting Plan.

**cc: Rochelle Lowe  
File**



# Science Applications International Corporation

10260 Campus Point Drive  
San Diego, California 92121

**Memorandum of Agreement Regarding  
Master Subcontracting Plan  
For the Period  
01 January 2009 through 31 December 2011**

Approved By:

*Arnold Punaro* *12/10/09*

Arnold Punaro                      Date  
Executive Vice President for Business  
Development, Government Affairs,  
and Communications

Approved By:

*Shewwei E. Mo* *12/23/08*

Shewwei E. Mo                      Date  
Corporate Administrative  
Contracting Officer (CACO)  
Defense Contract Management  
Agency – San Diego

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\* REFERENCES SPECIFICALLY IDENTIFY FAR 52.219-9 REQUIREMENTS

**SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
MASTER SUBCONTRACTING PLAN**

**I COMPLIANCE STATEMENT**

This master subcontracting plan is in compliance with all laws, rules and regulations of FAR 52.219-9. It addresses the eleven (11) elements of 52.219-9, with the exception of goals. In particular SAIC understands a full commitment to the spirit of Small Business legislation, including:

- PL 95-507 Amendments to the Small Business Act and the Small Business Investment Act
- PL 99-661 Contract Goals for Minorities
- PL 100-180 Requirement of Substantial Progress on Minority and Small Business Contract Awards
- PL 100-656 Business Opportunity Development Reform Act of 1988
- PL 103-355 Federal Acquisition Streamlining Act of 1994
- PL 105-135 HUBZone Act of 1997/Small Business Reauthorization Act of 1997
- PL 106-50 Veterans Entrepreneurship and Small Business Development Act of 1999

During the period of performance of this master subcontracting plan, should any new legislation or regulations be implemented, SAIC will address their applicability in the individual subcontracting plan.

This master subcontracting plan is for all prime contract types, including services, research and development, engineering, and materials. Contract specific goals and justifications will be identified in the Individual Subcontracting Plan, which will incorporate this master subcontracting plan.

**II PROGRAM RESPONSIBILITY/ADMINISTRATION**

**A. Program Responsibility**

George Otchere, Senior Vice President of Corporate Development and Director of Small Business Development Programs, has the responsibility for the development and maintenance of the Small Business Program which includes Small; Small Disadvantaged; Woman-Owned; HUBZone; and Historically Black Colleges and Universities/Minority Institutions, Veteran Owned Business, and Service Disabled Veteran Owned Businesses (hereinafter referred to as "SB" and related subsets"). In addition, he is responsible for ensuring the successful attainment of the Program's objectives.

Rochelle Lowe, reports directly to George Otchere. She is the Manager of Small Business Compliance and Mentor-Protégé Programs; as well as serving as SAIC's small business liaison officer (SBLO).

Her responsibilities include:

### COMPLIANCE

- Review and approve individual subcontracting plans submitted as part of SAIC proposal efforts. .
- Ensure compliance with individual subcontracting plans incorporated into prime contracts.

### TRAINING

- Provide training to procurement staff as well as program managers and contracts representatives.

### REPORTING

- Organize and ensure submission of individual subcontract reports and summary subcontract reports as defined by FAR 52.219-9.
- Furnish pertinent reports to business units that provide visibility into their performance.

### OUTREACH

- Support SAIC outreach efforts with small businesses directly and via trade associations.

### AUDIT

- Focal point to provide support to DCMA and SBA to facilitate productive reviews of SAIC Small Business Development Programs.

## B. Individual Subcontract Plan Administration

An Individual Subcontract Plan Administrator will be appointed and identified in Section I-C of each individual subcontracting plan goal submittal. The Plan Administrator is specifically responsible for subcontracting plan development in conjunction with the program team. Ultimately, the program manager is responsible for its implementation. Procurement personnel assigned this responsibility are senior staff members involved at the proposal stage and work in conjunction with program, technical, and contracts staff as defined in Section III A.

## III **EQUITABLE OPPORTUNITY IMPLEMENTATION METHODS**

- A. Policy and Organization: SAIC's policies dictate that all types of SB and related subset concerns, have an equitable opportunity to compete for SAIC subcontracts. The Small Business Liaison Officer and the Subcontracting Plan Administrator are chartered to ensure compliance with this policy.

SAIC policy and procedures require inclusion of SBs sources on bid lists. An explanation of the absence of SB and related subset sources on any award is required. Specific and periodic review (at or above \$100,000) and approval by procurement management assures compliance with this requirement.

- B. The following are policies and procedures to ensure the participating of SBs in SAIC's acquisition and procurement process:

1. SAIC corporate policy is stated in Procurement Policy and Procedures F-12 (S/SDB/WOB/HUBZONE/HBCU/MI/VOB/SDVOB Subcontracting Program).
2. It is SAIC's policy to comply with all government regulations including those concerning SB and related subset concerns. This includes PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50 as well as DFAR 219.705-4. The intent of these regulations is also applied to any company activity that offers procurement/subcontract opportunities.
3. During proposal process, the small business team for each contract is identified up front including their roles.
4. Performance reports are generated quarterly to assist program managers with managing small business subcontracting plans.
5. Small business periodic training is provided to buyers and program management team.
6. Buyer incentives for the solicitation and award to SB and related subset concerns are reflected in performance review standards for Subcontracting Plan Administrators and Buyers.
7. Source lists for all types of SBs are available to all procurement personnel. (See Section III C-2).
8. Small business database is online for easy access and utilization.
9. Procurement, quality assurance, technical and financial staff is available to assist in developing SB and related subset concerns.
10. Special payment for SB and related subset concerns.
11. A procurement representative is a member of all Make or Buy committees, to ensure SB participation or inclusion.
12. SAIC does not include indirect costs in establishing subcontracting goals.

#### C. Implementation Methods

##### 1. Internal Source Identifiers:

SAIC has prepared a comprehensive Small Business database accessible to all SAIC employees. The database contains information regarding over 1,500 SB firms. All buyers and subcontract administrators use this database. The database is used in the development of the sources for immediate requirements and at the proposal stage for future requirements.



## 2. External Source Lists

In addition to internally developed source identification mechanisms, SAIC also utilizes source lists made available by Agencies, States, association and trade organizations. These source lists are available to all procurement personnel and include, but are not limited to, the following:

- (a) Dynamic Small Business Database (formerly PRO-Net)
- (b) Central Contractor registration (CCR)
- (c) National Minority Supplier Development Council
- (d) Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- (e) Veteran Service Organizations
- (f) California Minority Business Enterprise Directory, and other states that publish such a directory
- (g) Try Us National Minority Business Directory
- (h) National Directory of Minority-Owned Business Firms
- (i) An Inventory of the Capabilities of HBCU/MI
- (j) United Indian Development Association Regional Procurement Directory of American Indian Firms
- (k) Small Business Administration profiles
- (l) Other local directories available where SAIC has procurement offices
- (m) Source directories made available by other government contractors
- (n) Various Small Business trade associations
- (o) SAIC Small Business Profiles Database
- (p) Procurement Technical Assistance Center

## IV SUBCONTRACT FLOW-DOWN REQUIREMENTS

### A. FAR 52.219-8 Utilization of Small Business Concerns

The clause 52.219-8, Utilization of Small Business Concerns, shall be inserted in solicitations and contracts when the contract amount is expected to be over the simplified acquisition threshold unless:

1. Contracts for services which are personal in nature
2. The contract, together with all its subcontracts, is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.

As prescribed in 19.708(a) Utilization of Small Business Concerns:

It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically

disadvantaged individuals, small business concerns owned and controlled by women, small business concerns owned and controlled by veterans and service disabled veteran concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, small business concerns owned and controlled by women, and small business concerns owned and controlled by veterans and service disabled veterans.

SAIC hereby agrees to carry out this policy in the awarding of subcontracts to the fullest. SAIC further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of SAIC's compliance with this clause.

SAIC agrees to comply with all government regulations pertaining to SB development. In addition, SAIC's SB program and performance are audited periodically by the U.S. government.

**Definitions:**

1. Concern – Any business entity organized for profit (even if its ownership is in the hands of a nonprofit entity) with a place of business located in the United States and which makes a significant contribution to the U.S. economy through payment of taxes and/or use of American products, material and/or labor, etc. Concern includes, but is not limited to, an individual, partnership, corporation, joint venture, association, or cooperative.
2. Small Business Concern – A concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121 (FAR 19.102).

A concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged.

3. HUBZone small business concern - means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
4. Small Business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern (SDB) - mean a small business concern that represents, as part of its offer that--

- (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
  - (ii) No material change in disadvantaged ownership and control has occurred since its certification;
  - (iii) Where the concern is owned by one or more 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
  - (iv) It is identified, on the date of its representation for subcontract award, as a certified small disadvantaged business in the database maintained by the Small Business Administration (Dynamic Small Business Search).
  - (v) This designation of SDB also includes Alaska Native Corporation (ANC) which are any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2). Additionally, included in SDB are Indian tribes. This designation is applied to any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).
5. Small business concern owned and controlled by women - means a small business concern--
- (i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (ii) Whose management and daily business operations are controlled by one or more women.
6. Small business concern owned and controlled by veteran(s) – means a small business concern—
- (i) That is not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more vets; and

- (ii) The management and daily business operations of which are controlled by one or more veterans.
7. Small business concern owned and controlled by service disabled veteran(s) – means a small business concern—
- (i) That is not less than 51% of which is owned by one or more service disabled veterans (as defined at 38 U.S.C. 101(2)) or in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service disabled vets; and
  - (ii) The management and daily business operations of which are controlled by one or more service disabled veterans, and
  - (iii) Has received a rating from the Veteran agency stating the percent of disability.

Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern (must also be certified by SBA), a small disadvantaged business concern (must also be certified by SBA), or a woman-owned small business concern.

**B. FAR 52.219-9 Small Business Subcontracting Plan**

The clause 52.219-9, Small Business Subcontracting Plan, will be inserted when contracting by negotiation, in solicitations and contracts that offer subcontracting possibilities that are expected to exceed \$550,000 (\$1,000,000 for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set-aside or is to be accomplished under the 8(a) program.

SAIC will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause. Subcontractors are further required to submit to SAIC Individual Subcontract Reports via the Electronic Subcontract Reporting System (e-SRS) in accordance with FAR 52.219-9 as applicable.

When contracting by sealed bidding rather than by negotiation, the following paragraph shall be used with the basic clause (Alternate I):

The apparent low bidder shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, woman-owned small business, and veteran owned and service disabled veteran owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business,

HUBZone small business, small disadvantaged business, woman-owned small business, and veteran and service disabled veteran owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

When contracting by negotiation, and subcontracting plans are required with initial proposals as provided for in FAR 19.708(b)(1) the following paragraph shall be used with the basic clause (Alternate II):

Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, woman-owned small business, and veteran and service disabled veteran small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, woman-owned small business, and veteran and service disabled veteran small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

In order to effectively implement the plan to the extent consistent with efficient contract performance, SAIC shall perform the following function:

Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, woman-owned, veteran, or service disabled veteran small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in SAIC's subcontracting plan.

C. 52.219-16 Liquidated Damages - Subcontracting Plan

The clause 52.219-16, Liquidated Damages--Subcontracting Plan, shall be inserted in solicitations and contracts containing the clause at 52.219-9, Small Business Subcontracting Plan, or the clause with its Alternate I or II.

D. 52.219-25 Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting

**Reporting requirement.** If the contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the SAIC's own format providing the same information and will be reported via e-SRS. This report is required for each contract containing SDB participation targets. If the contract contains an individual Small, Small Disadvantaged and

Woman-Owned Small Business Subcontracting Plan, reports may be submitted with the final Individual Subcontract Report (ISR) at the completion of the contract.

## **V REPORTS AND SURVEYS**

SAIC will provide periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance with subcontracting plans or SB and related subset requirements in general.

SAIC will submit electronic Individual Subcontract Reports and Summary Subcontract Reports as stated in Section XII Report Submittal of this plan. The reports shall provide information on subcontract awards to SB and related subsets. Reporting shall be in accordance with the instructions contained in FAR 52.219-9 and on [www.esrs.gov](http://www.esrs.gov) on the date of submission.

SAIC will ensure its subcontractors agree to submit electronic Individual Subcontract Reports and Summary Subcontract Reports using SAIC provided prime contract and DUNS numbers, when applicable.

## **VI RECORDS**

### **A. On-line database**

SAIC has established and maintains a company-wide active database. Information available includes:

1. SB and related subset Profiles
2. Actual awards by Socio-Economic (S/E) Classification of any dollar value.
3. Identification of awards by Socio-Economic classification on a contract by contract or indirect charge basis to provide compliance reporting and general statistical information including the name, address and business size of each subcontractor.
4. The Dynamic Small Business Database/CCR which is maintained by the Small Business Administration and contains current information on over 450,000 small, small disadvantaged, woman-owned, and HUBZone, veteran, and service-disabled veteran businesses nationwide.

### **B. Purchase Award Summary**

Every purchase award, greater than \$30,000 requires Socio-Economic identification of bidders solicited and a requirement to provide an explanation and justification if SB and related subset concerns were not solicited.

The purchase award summary also identifies:

1. Whether small business concerns were solicited and if not, why not

2. Whether small disadvantaged business concerns were solicited and if not, why not
3. Whether woman-owned business concerns were solicited and if not, why not
4. Whether HUBZone business concerns were solicited and if not, why not
5. Whether service-disabled veteran owned business concerns were solicited and if not, why not
6. Whether veteran-owned business concerns were solicited and if not, why not
7. If applicable, the reason awards were not made to the above identified SB and related subset concerns.

#### **C. Additional Activities**

SAIC is energetically involved in other activities that are supported by appropriate records in the form of contact reports, outreach reports, trip reports, meeting schedules, and agendas. These activities include, but are not limited to:

1. SB and related subset subcontractor and supplier contacts and surveys
2. Information received from trade association and business development organizations
3. Attendance at SB and related subset conferences and trade fairs
4. Internal and external workshops, seminars, and training programs
5. Performance monitoring used to evaluate compliance with the program's requirements
6. Outreach efforts by all employees
7. The outreach efforts include (1) organization of conferences or business development forums and (2) attendance of external SB conferences to identify more SBs.

#### **VII POLICY STATEMENTS**

Procurement Policy and Procedures F-12, Section 12.3, Requirements defines company-wide policy and procedures and assigns specific responsibility regarding the requirements of the FAR 52.219-9. In addition, written procedures describing the subcontracting plan goal tracking methods are detailed in Procurement Procedures F-12, Section 12.5, Procedure.

#### **VIII INTEREST AND COMMITMENT**

Kenneth C. Dahlberg, Chief Executive Officer, has promulgated policy statements expressing company interest and commitment to Small Business Development Programs throughout the company. Performance in this area is continuously monitored, reviewed and expanded by the Executive Vice President and General Manager of the Washington Operations, the Corporate Senior Vice President of Contracts/Procurement, the Senior Vice President for Corporate Development, and the Manager of Small Business Compliance. Senior Vice President is in charge of program reports to Executive Vice President Procurement reports to CEO yearly CEO commitment letter to BUs.

Success of the Small Business Development Program is dependent upon total corporate commitment to the fundamental objective of the program. All levels of management must continuously emphasize SAIC's dedication to the program. Increasing SB and related subset participation in procurement programs requires active participation by personnel in all disciplines.

Personnel generating production and non-production requirements evaluate the goods and services provided by SB and related subsets and identify requirements so as not to preclude these businesses from qualifying and being given an equal opportunity to bid.

Groups and Business Unit Small Business Advocates assist Program Managers to assure maximum consideration of SB and related subset sources during proposal development and their inclusion in proposals. Program Managers continue emphasis on utilization of SB and related subset firms during contract performance. SAIC's customers closely monitor company performance in this program, and the degree of success is a consideration in proposal evaluation and, in some cases, fee determination. Quality Assurance, while performing quality surveys, provides counseling and guidance to SB and related subset concerns to achieve a broad base of quality approved sources for manufacturing tasks and processes.

Procurement personnel assigned to specific programs assure early recognition of requirements to facilitate locating or developing sources for inclusion in bid lists for proposal development and buy requirements. Procurement personnel ensure solicitation of SB and related subset sources and assures that these concerns will have an equitable opportunity to compete for subcontracts.

All disciplines provide, when requested by the Subcontracting Plan Administrator, counseling and guidance to actual or potential SB and related subset sources in such areas as technology, management, manufacturing techniques, quality control, financial, and legal.

## **IX TRAINING AND MOTIVATION**

### **A. Training**

SAIC provides on-going training and awareness programs relative to PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50.



Frequent training is provided by the SB office training to Group Small Business Advocates, the Small Business Liaison Officer, procurement personnel and PMs as well as business development personnel.

**B. Motivation**

Records of all awards with SB and related subset concerns are maintained for each buyer. Performance to PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL106-50 objectives and individual subcontracting plans is a key factor in each individual's annual performance review.

**X SOLICITATION PLANNING - MAKE/BUY DECISIONS**

SAIC is aware of its responsibility to manage solicitation and procurement efforts to provide the maximum participation by SB. Procurement Procedures F-06 describes the methods used for performing make/buy decisions. The mechanisms utilized to affect fulfillment of solicitation planning have been previously described in Section VIII.

**XI ASSISTANCE TO SMALL BUSINESS CONCERNS**

Special assistance has been provided to SB and related subset concerns in several ways and additional efforts are being initiated. SAIC has incorporated the requirements of DFAR 219.705-4 regarding efforts to provide technical assistance to SDB concerns and to restrict competition to SDB concerns:

- A. SAIC instituted a business development program for SDBs as a result of successful partnerships established in the DoD Mentor-Protégé Program. SAIC's Small Business Development Program Office facilitates strategic partnerships between SAIC Group Business Development Managers and SDBs. These relationships result in joint marketing efforts to increase long-term contracting opportunities for SDBs.
- B. SAIC implemented a SB day. This is an institutionalized program that gives potential SDB suppliers the opportunity to meet with program managers and subcontract administrators. SAIC *Small/Disadvantaged Business Opportunity Days* provide SDBs a forum to present their capabilities and qualifications, while the SAIC groups provide information on opportunities that would be mutually beneficial to all parties. The desired result is to establish a comprehensive network for SDBs learning SAIC's operational structure.
- C. Additional efforts that have been initiated include SDB seminars to encourage new suppliers to become qualified and able to respond to solicitation requirements. SAIC supports local trade fairs and small business conferences in areas where company procurement offices are located.
- D. SAIC is committed to achieving the SDB goals established on our individual subcontracting plans, and where the procurement action reasonably permits, solicitations will be restricted to SDBs.

## **XII REPORT SUBMITTAL**

SAIC has and will continue to submit Individual Subcontract Reports (ISR) for prime contracts which have a subcontracting plan incorporated into the contract. A Summary Subcontract Report (SSR) will be submitted at the federal agency level and one to DCMA on behalf of DoD contracts. SAIC will ensure that its subcontractors agree to submit ISR and SSR reports when applicable.

**ISR:** This report shall be submitted to the Contracting Officer semiannually and at contract completion via the Electronic Subcontract Reporting System ([www.esrs.gov](http://www.esrs.gov)). The report will cover direct charged subcontract award data related to the prime contract and the goals detailed in the applicable individual subcontracting plan. This report is not required for commercial plans.

Contracts that were evaluated with SDB participation targets must report SDB award achievements of SDB participation by North American Industrial Classification System (NAICS) Industry Subsector at completion of the contract on Optional Form-312 or in SAIC's format providing the same information. If contract contains an individual Small, Small Disadvantaged, and Woman-Owned Business plan, reports may be submitted with the final Subcontracting Report of Individual Contracts at the completion of the contract.

**SSR:** This report encompasses all the subcontract activity associated with prime contracts, recorded by the awarding agency. The activity will cover contracts with subcontracting plans and those that did not require a separate subcontracting plan. It will be submitted semi-annually for contracts with the Department of Defense, administered by DCMA, and annually for contracts with civilian agencies. Reporting will be accomplished via the Electronic Subcontract Reporting System ([www.esrs.gov](http://www.esrs.gov)).

All reports submitted at the close of each fiscal year will include a breakout, using Optional Form-312 or in SAIC's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industrial Classification System (NAICS) Industry Subsector.

## **XIII UNDERSTANDING**

SAIC understands that:

- A. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small, Small Disadvantaged, Woman-owned, HUBZone, Historically Black Colleges and Universities and Minority Institutions, Veteran owned, and Service Disabled Veteran Owned concerns to participate in the performance of the contract.

- B. The Contracting Officer shall notify the contractor in writing of his/her reasons for determining a subcontracting plan to be unacceptable. Such notice shall be given early enough in the negotiation process to allow the contractor sufficient time to modify the plan within the time limits prescribed.
- C. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- D. The failure of any contractor or subcontractor to comply in good faith with
1. The clause entitled "Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns" or
  2. An approved plan required by this Small Business and Small Disadvantaged Business Subcontracting Plan (negotiated) provision
- will be a material breach of such contract or subcontract.
- E. A Master Subcontract Plan on a plant or division-wide basis which contains all the elements required by FAR 52.219-9 above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause, provided:
1. The master plan has been approved by the Contractor's cognizant Contract Administration Office;
  2. The master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  3. Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- F. For multiyear contracts or contracts containing options, the cumulative value of the basic contract and all options is considered in determining whether a subcontracting plan is necessary. If a plan is necessary and the offeror is submitting an individual contract plan, the plan shall contain all the elements required by FAR 19.704 and shall contain separate statements and goals for the basic contract and for each option.
- G. A commercial plan is the preferred type of subcontracting plan for furnishing commercial items. The commercial plan shall relate to planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are preferred for commercial items under a prime contract, whether or not a contractor is supplying a commercial item.



**SIGNATURE PAGE**

Solicitation Number: NIHJT2010001

**This subcontracting plan was submitted by:**

Science Applications International Corporation  
Health Solutions Business Unit  
1710 SAIC Drive  
McLean, Virginia 22102

**Signatures Required:**

**This plan was reviewed by:**

Signature:   
Typed Name: Donald A. Wilson  
Title: Contracting Officer Date: 6/16/2011

**This plan was reviewed by:**

Signature:   
Typed Name: Maida J. Pross  
Title: HHS Small Business Specialist (SBS) Date: 11/30/2011

**This plan was reviewed by:**

Signature:   
Typed Name: \_\_\_\_\_  
Title: Small Business Administration Procurement Center Representative  
Date: 11/4/11

**This plan was approved by:**

Signature:   
Typed Name: Hing Pan Wong  
Title: Contracting Officer Date: 5/18/12