

PART I – THE SCHEDULE

NOTICE TO VENDORS

The objective of this acquisition is to award a Blanket Purchase Agreement (BPA) against the General Services Administration (GSA) Multiple Award Schedule (MAS), in accordance with Federal Acquisition Regulation (FAR) 8.405-2, for the services described in this RFQ and its attachments.

This requirement is for small businesses using NAICS 541511 – Custom Computer Programming Services, with a size standard of \$34 million determined to represent the principal purpose of this requirement. In order to be considered for award, a vendor/Contractor Team Arrangement (CTA), collectively, will be required to cover the Special Item Number (SIN) (518210C) listed above awarded on their (or collectively on the CTA's) Schedule contract(s). Any quotes received from a vendor or CTA that does not cover the required SIN will be ineligible for award.

It is anticipated that services will begin on or about September 27, 2024. It is anticipated that the BPA will consist of a Base Period (12 months) and four (4) one-year options, September 27, 2024 – September 26, 2029.

SECTION B – PRODUCTS OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SERVICES

In the HR Systems, Analytics, and Information Division (HR SAID), the Web and Information Management Branch (WIMB) maintains the NIH Office of Human Resources (OHR) website in Drupal. The branch needs experienced Drupal developers to help in the areas of website management, search, and content design. Engaging contractors who have experience in Drupal site development and content structure, specifically in an Acquia cloud environment is desired. Contractors who have experience in content editing, strategy, and architecture will help the branch deliver communication in a marketable way to our audiences.

HR SAID has established a framework that 1) supports the development, maintenance and operations to support OHR Divisions' business needs for SharePoint Online and Power Platform; 2) migrate subsites to a SharePoint Online platform within the Office 365 environment; and 3) supports the creation of holistic digital experiences through the creation of digital solutions in such platforms as SharePoint, SharePoint Online and other web technologies/solutions. The planning for migration and support for current sites and support for future work will need to be completed during the duration of this BPA. OHR is seeking Contractors to provide full lifecycle support, which includes planning and maintenance, to all OHR Divisions.

B.1.2 Goal

The primary goal is to offer OHR a method to procure budget module tools and maintenance support services. OHR intends to award one BPA. This initiative is expected to streamline OHR's process for acquiring experienced support services for specific projects and help achieve discounts through economies of scale.

B.1.3 Scope

OHR intends to establish one and/or more BPAs under SCHEDULE (MAS), CATEGORY 518210C Cloud-related IT professional services Federal Acquisition Regulation (FAR) Subpart 8.4 procedures. All labor categories offered in response to this RFQ must be awarded under the Contractor's SCHEDULE (MAS)

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contract. Prices proposed under this BPA shall not exceed those rates currently awarded under the Contractor's Schedule (MAS) contract.

Contractors are encouraged to offer discounts from their currently awarded Schedule prices. OHR may choose to not enter into a BPA with a Contractor whose quoted prices offer no discounts from prices awarded under Schedule (MAS) contracts. There are no intended nor implied guarantees regarding the Government's usage of this vehicle.

ARTICLE B.2. PRICING SCHEDULE

Vendors must submit firm-fixed prices for line items listed under each performance period in the pricing schedule below. Vendors must also provide a Total Evaluated Price for the overall performance period. All prices quoted shall be inclusive of all labor, materials and equipment to successfully perform the services identified. The price quote must clearly detail the level of effort and the mix of labor proposed from its MAS Contract to perform the specific tasks being requested.

CLIN 1 - Base Year: September 27, 2024 – September 26, 2025

Labor Category	Estimated Quantity	Rate
Project Manager	1	\$
Senior Web Programmer(s)	Up to 2	\$
Content Editor/Strategist	1	\$
Senior Web Programmer(s)	Up to 9	\$

- a. Unless the Government exercises its options pursuant to the option clause, this BPA consists only of the Base Year specified above.
- b. Pursuant to FAR Clause 52.217-9 (Option to Extend) set forth in the BPA, the Government may, by unilateral modification, require the Contractor to perform the Option Period(s) specified in the SOW. If the Government exercises this/these option(s), notice must be given before the expiration date of the BPA. Specific information regarding the time frame for this notice is set forth in the FAR Clause 52.217-9.

CLIN 2 – Option Year 1: September 27, 2025 – September 26, 2026

Labor Category	Estimated Quantity	Rate
Project Manager	1	\$
Senior Web Programmer(s)	Up to 2	\$
Content Editor/Strategist	1	\$
Senior Web Programmer(s)	Up to 9	\$

CLIN 3 – Option Year 2: September 27, 2026 – September 26, 2027

Labor Category	Estimated Quantity	Rate
Project Manager	1	\$
Senior Web Programmer(s)	Up to 2	\$
Content Editor/Strategist	1	\$
Senior Web Programmer(s)	Up to 9	\$

CLIN 4 – Option Year 3: September 27, 2027 – September 26, 2028

Labor Category	Estimated Quantity	Rate
Project Manager	1	\$
Senior Web Programmer(s)	Up to 2	\$
Content Editor/Strategist	1	\$
Senior Web Programmer(s)	Up to 9	\$

CLIN 5 – Option Year 4: September 27, 2028 – September 26, 2029

Labor Category	Estimated Quantity	Rate
Project Manager	1	\$
Senior Web Programmer(s)	Up to 2	\$
Content Editor/Strategist	1	\$
Senior Web Programmer(s)	Up to 9	\$

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES
ARTICLE C.1. STATEMENT OF WORK

Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, Attachment 1, of this RFQ.

SECTION D – PACKAGING AND MARKING
ARTICLE D.1. PACKAGING AND MARKING

Unless otherwise specified by the Government, all shipment of material, supplies and data provided during performance of this BPA shall be preserved, packaged and packed, and prepared for shipment to prevent deterioration and damage during shipping, handling, and storage and to achieve safe delivery at destination in accordance with best commercial practices.

All deliverables shall be delivered to the Contracting Officer's Representative (COR) identified in Section G and shall be marked as follows:

1. Name and address of the Contractor;
2. Order Number;

3. Description of item contained therein; and
4. Consignee's name and address.

SECTION E – INSPECTION AND ACCEPTANCE

ARTICLE E.1. INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, [to be specified at time of award] is the authorized representative of the Contracting Officer.

Inspection and acceptance will be performed at:

[To be specified at time of award]

SECTION F – DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this BPA shall be for a Base Year (12 months) commencing from September 27, 2024 through September 26, 2025 with options to extend for four (4) successive 12-month periods
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this BPA, the period of performance will be increased as listed below:

Option	Period of Performance
Year 1	September 27, 2025 – September 26, 2026
Year 2	September 27, 2026 – September 26, 2027
Year 3	September 27, 2027 – September 26, 2028
Year 4	September 27, 2028 – September 26, 2029

ARTICLE F.2. CLAUSES INCORPORATED BY REFERENCE

The terms and conditions of the Contractor's MAS Contract shall apply to this RFQ and resultant BPA. In addition, the following Federal Acquisition Regulation (FAR) and Health and Human Services Acquisition Regulation (HHSAR) provisions are hereby incorporated into the solicitation **FAR 52.204-7, FAR 52.212-1, FAR 52.212-2, FAR 52.212-3, FAR 52.212-4, and FAR 52.212-5, FAR 52.215-1, FAR 52.225-25. HHSAR 352.239-74. FAR 52.212-3 must be filled out by offeror.**

FAR 52.233-2, SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from General Services Administration, sweeneyd@od.nih.gov (Attn: Ms. Danielle Sweeney, Contracting Officer).
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

ARTICLE F.3. PLACE OF PERFORMANCE

Services may be performed on or off-site as requested by the Contracting Officer's Representative.

On site work will be performed at 6701 Rockledge Dr, Bethesda, MD 20817 and 9000 Rockville Pike, Bethesda MD 20892.

SECTION G – BPA ADMINISTRATION DATA

ARTICLE G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

[TO BE COMPLETED AT TIME OF AWARD]

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this BPA; and (5) assisting in the resolution of technical problems encountered during performance.

The Government may unilaterally change its COR designation.

ARTICLE G.2. TECHNICAL DIRECTION

Work performance shall be subject to the technical direction of the COR. The term "technical direction" is defined to include, without limitation, the following:

- a. Directions to the Contractor which redirect the BPA effort, such as shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
- b. Provisions of information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.

Technical direction must be within the general scope of work stated in the BPA. The COR does not have authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the BPA; (ii) constitutes a change as defined in the BPA clause entitled "Changes;" (iii) in any manner causes an increase or decrease in the total estimated BPA cost, the fixed fee or the time required for BPA performance; or (iv) change any of the expressed terms, conditions, or specifications of the BPA.

The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this Article and within his authority under the provisions of this Article.

If, in the opinion of the Contractor, any instruction or direction issued by the COR is within one of the categories as defined in (a) through (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the BPA accordingly. Upon receiving such notification from the

Contractor, the Contracting Officer shall issue an appropriate BPA modification or advise the Contractor in writing that, in his opinion, the technical direction is within the scope of this Article and does not constitute a change under the Changes clause of the BPA. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contracting action to be taken with respect thereto shall be subject to the provisions of the BPA clause entitled "Disputes."

ARTICLE G.3. KEY PERSONNEL, HHSAR 352.237-75 (December 2015)

The key personnel specified in this BPA are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the BPA. If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The BPA will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individuals are considered to be essential to the work being performed hereunder:

Name	Title
At time of award	Project Manager
At time of award	Senior Web Programmer

Project Manager – must have experience managing similar contracts on behalf of the Government and have a Project Management Professional certification. Project Manager must have experience managing contracts on behalf of the NIH, and contracts of similar size and scope.

Senior Web Programmer – certification in either Drupal, Microsoft, 508 compliance, content, or equivalent to NIH project work is desired. Senior Web Programmer must be able to gather client requirements, estimate level of effort for possible solutions, work independently, effectively consult with project team and stakeholders, document and comment code, adhere to standards and governance while developing solutions, and test/debug code for deployment.

ARTICLE G.4. INVOICE SUBMISSION

The Contractor must submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy of the invoice to the approving official, as directed below.

Until the Contract has transitioned to IPP as specified on the OALM IPP website, the Contractor must follow step-by-step instructions as stated in the NIH/OFM Electronic Invoicing Instructions for NIH Contractors/Vendors, which is included as an attachment in Section J of this contract. The invoice submitted to the NIH/OFM must be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only one invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your

invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

Name of the Office of Acquisitions.

Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. [Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.] If the Contractor has neither a TIN, Unique Entity Identifier (UEI), or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.

Unique Entity Identifier (UEI). The UEI is located in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number. The UEI number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid UEI number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. [Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.] If the Contractor has neither a TIN, UEI, or VIN, contact the Contracting Officer.

Invoice Matching Option. This contract requires a two-way match.

Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

The Contract Title is:

Contract Line Items as follows:

Line Item # Line Item Description

ARTICLE G.5. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and Final evaluations of Contractor performance will be prepared on this BPA in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) shall be submitted to coincide with the anniversary dates of the BPA.

Interim and Final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the BPA 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.gov>

ARTICLE G.6. HOLIDAYS AND ADMINISTRATIVE LEAVE

(a) The employee schedule shall allow for the 10 Federal Holidays listed below:

New Year's Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth Day	Christmas Day
Independence Day	Martin Luther King's Birthday
Labor Day	
Any other day designated by Federal statute	
Any other day designated by Executive Order	
Any other day designated by the President's proclamation	

- (b) When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, estimated cost, or fee(s), if any, except as set forth in the BPA.
- (c) Contractor personnel performing on site under this BPA with HHS/NIH shall limit their observation of holidays to those set forth above. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.
- (d) When HHS/NIH grants administrative leave to its Government employees, on-site Contractor personnel shall also be dismissed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In the instance of unscheduled facility closing due to snow or other inclement weather, presidential order, or other reason determined by the OPM, the Government shall not pay the Contractor for services not rendered. It shall be the Contractor's responsibility to determine how its employees are compensated for the day.

SECTION H – SPECIAL BPAREQUIREMENTS

ARTICLE H.1. 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.2 OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in SECTION H, the BPA will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the BPA. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract set forth in SECTION H of this BPA, the Government may, by unilateral BPA modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the BPA. If the Government exercises this option, notice must be given at least 30 days prior to the expiration date of this BPA and the price of the BPA will be increased as set forth in the PRICING SCHEDULE Article in SECTION B of this BPA.

ARTICLE H.3 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-HHSTIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

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

ARTICLE H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (FAR 52.217-9)

- A. The Government may extend the term of this BPA by written notice to the Contractor within 30 days of the BPA expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the BPA expires. The preliminary notice does not commit the Government to an extension.
- B. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

ARTICLE H.5 OPTION TO EXTEND SERVICES (Nov 1999) (FAR 52.217-8)

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

ARTICLE H.6. SECTION 508 COMPLIANCE REQUIREMENTS

The following Section 508 accessibility standards apply to the work to be performed

A. Section 508 of the Rehabilitation Act of 1973

In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. The law ([29 U.S.C § 794 \(d\)](#)) applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508, agencies must give disabled employees and members of the public access to information comparable to the access available to others.

The [U.S. Access Board](#) is responsible for developing Information and Communication Technology (ICT) accessibility standards to incorporate into regulations that govern Federal procurement practices. On January 18, 2017, the Access Board issued a final rule that updated accessibility requirements covered by Section 508, and refreshed guidelines for telecommunications equipment subject to Section 255 of the Communications Act. The final rule went into effect on January 18, 2018.

The rule updated and reorganized the Section 508 Standards and Section 255 Guidelines in response to market trends and innovations in technology. The refresh also harmonized these requirements with other guidelines and standards both in the U.S. and abroad, including standards issued by the European Commission, and with the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG 2.0), a globally recognized voluntary consensus standard for web content and ICT.

<https://www.section508.gov/manage/laws-and-policies>

The Architectural and Transportation Barriers Compliance Board (Access Board issued final guidelines for accessibility, usability, and compatibility of telecommunications equipment and customer premises equipment covered by section 255 of the Telecommunications Act of 1996. Section 255 of the Communications Act, as amended by the Telecommunications Act of 1996, requires telecommunications products and services to be accessible to people with disabilities. Manufacturers must ensure that products are “designed, developed, and fabricated to be accessible to and usable by individuals with disabilities” when it is readily achievable to do so. Accessibility guidelines issued by the Board under Section 255 address the telecommunications products covered including:

- wired and wireless telecommunication devices, such as telephones (including pay phones and cellular phones), pagers, and fax machines
- other products that have a telecommunication service capability, such as computers with modems
- Equipment that carriers use to provide services, such as a phone company’s switching equipment.

ARTICLE H.6.1 FUNCTIONAL PERFORMANCE CRITERIA

This section provides functional performance criteria for overall product evaluation and for technologies or components for which there is no specific requirement under other sections. These criteria are also intended to ensure that the individual accessible components work together to create an accessible product. This section requires that all product functions, including operation and information retrieval, be operable through at least one mode addressed in each of the paragraphs. Go to Sub-part C Functional Performance Criteria 1194.31 at: https://www.access-board.gov/ict/guide/telecom_tutorial.html

Provisions and Clauses:

When purchasing consulting services and labor hours to provide development, authoring, testing, installation, configuration, maintenance, training, and other consulting services related to ICT.

The Contractors shall ensure the personnel providing the labor hours possess the knowledge, skills, and ability necessary to address the applicable Revised 508 Standards defined in this BPA and shall provide supporting documentation upon request.

When the Contractors provides custom ICT development services pursuant to this contract, the Contractors shall ensure the ICT fully conforms to the applicable Revised 508 Standards prior to delivery and before final acceptance.

Installation, Configuration & Integration Services

When the Contractors provides installation, configuration or integration services for equipment and software pursuant to this BPA, the Contractors shall not install, configure or integrate the equipment and software in a way that reduces the level of conformance with the applicable Revised 508 Standards.

The Contractors shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this BPA do not reduce the original level of conformance with the applicable Revised 508 Standards at the time of BPA award.

The contractor shall test and validate the ICT solution for conformance to the Revised 508 Standards, in accordance with the agency required testing methods.

- Contractors shall validate conformance to the applicable Revised 508 Standards using a defined testing process. The Contractors must describe test process and provide the testing results to the agency. The testing shall include type of Assistive Technology (AT) and automatic tools used for validating testing.

The Contractors shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements, including records of any testing or demonstrations conducted. Before acceptance, the contractor shall provide an **Accessibility Conformance Report (ACR)** for each ICT item that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the latest version of the Voluntary Product Accessibility Template (VPAT).

To be considered for award, an ACR must be submitted for each ICT Item, and must be completed according to the instructions provided by ITIC.

Before acceptance, when the contractor is required to perform testing to validate conformance to the agency's accessibility requirements, the vendor shall provide a **Supplemental Accessibility Conformance Report (SAR)** that contains the following information:

- Accessibility test results based on the required test methods.
- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to support accessibility.
- When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.).

Before final acceptance of any ICT item, including updates and replacements, if the Contractors claims its products or services satisfy the applicable Revised 508 Standards specified in the statement of work, and the contracting officer determines that any furnished ICT item is not in compliance with such requirements, the contracting officer will promptly inform the Contractors in writing of the noncompliance. The Contractors shall, at no cost to the agency, repair or replace the non-compliant products or services within the period specified by the contracting officer.

Revised 508 Standards, Safe Harbor and FAR Update

Federal agencies have been working to transition to the [Revised 508 Standards](#), which aim to make information technology more accessible to all users, and bring U.S. accessibility standards in line with international standards. The FAR Council is also working on regulatory updates to the Federal Acquisition Regulation (FAR), and as of January 18, 2018, agencies should proactively address the requirements of the Revised 508 Standards in their procurement processes. Note that all new or revised information and communication technology (ICT) must satisfy the Revised 508 Standards, but older ICT (previously referred to as Electronic and Information Technology (EIT)), providing that it was compliant with the Original 508 Standards, may fall under a “safe harbor” provision.

- **Safe Harbor** - The Revised 508 Standards also include a “safe harbor” provision for existing (i.e., legacy) ICT. Under this safe harbor, unaltered, **existing ICT (including electronic content) that complies with the Original 508 Standards need not be modified or upgraded to conform to the Revised 508 Standards.**
 - This safe harbor applies on an element-by-element basis to each component or portion of the existing ICT, with each component or portion assessed separately.
 - **Existing, unaltered ICT that did not comply with the Original 508 Standards as of January 18, 2018 must now be brought into compliance with the Revised 508 Standards. Please visit <https://www.section508.gov/blog/Revised-508-Standards-Safe-Harbor-and-FAR-Update>**

[2] According to the Section 508 standards, part 1194.2, “(b) When procuring a product, agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards.”

Contract Staff and Vendors

Misrepresentation of Section 508 compliance or failure to provide ICT products or services that meet the proposed and accepted level of conformance is unacceptable. They may result in termination for cause or other actions as specified in the HHSAR or FAR.

- (a) In order to facilitate the Government’s determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, Offeror must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows Offeror or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy. (See HHS PAT Link below.

To determine whether proposed EIT services meet applicable Section 508 accessibility standards, Offeror must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

- (a) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the BPA will be the responsibility of the Contractor at its own expense.
- (b) The leaderboard below demonstrates how compliant our websites are with Section 508. The accessibility of websites for each Operating Division is determined each month by an automated scan of every page of every website.

Scores

Acceptable- 76% and above

Needs Improvement- 75.99% and below

Deliverable (s): Schedule for Contractor Submission of Section 508 Annual Report, Annually at the start of each option.

In addition to Section 508 requirements, HHS has policies, standards, and requirements for electronic documents that include but are not limited to the following:

- Document file name should not contain any spaces or special characters.
- Document file name needs to be concise, generally limited to 20-30 characters and should clarify the contents of the file.
- All Document properties should be filled out Title, Author, (an HHS OpDiv, StaffDiv, or Program Office---not an individual's names) Subject, and Keywords
- Use electronic version for any signatures
- Use Exit Icon disclaimer for all non-government sites

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ATTACHMENTS

Title	No. of Pages
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