

# NIH Policy Manual

## 6016-2 - Task and Delivery Order Contracting

**Issuing Office:** OD/OM/OALM/OAMP/DAPE **Phone:** [\(301\) 496-6014](tel:3014966014)

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Transmittal Notice

- 1. Explanation of Material Transmitted:** This Manual Chapter is being updated to: (a) delete the Appendix and insert the URL for the Multiagency/GWAC Program Managers Compact; (b) incorporate the primary factors to be considered in determining the number of awards to be made; (c) add language that requires contracting officers to document the basis for the minimum and maximum quantity or dollar value; (d) adjust the threshold for requiring cost or pricing data; (e) clarify that the threshold for determining applicability of the subcontracting plan requirement should be based on the final anticipated dollar value of the contract; and (f) to delete unique subcontracting plan requirements for Multiagency contracts and Governmentwide Agency contracts.
- 2. Filing Instructions:**

**Remove:** NIH Manual 6016-2/26016-2, Task Order and Delivery Order Contracting, dated 3/10/99.

**Insert:** NIH Manual 6016-2, Task Order and Delivery Order Contracting, dated 02/09/2001.

**PLEASE NOTE:** For information on:

- content of this chapter, contact the Division of Acquisition Policy and Evaluation, OAMP, OA, on (301) 496-6014.
- NIH Manual System, contact the Division of Management Support, OMA, on (301) 496-2832.
- on-line information, use: <http://oma.od.nih.gov/manualchapters>

### A. Purpose

This issuance provides guidance on the use of task and delivery order contracting.

### B. Background

Section 1054 of Public Law 103-355, the Federal Acquisition Streamlining Act of 1994 (FASA), amended the Federal Property and Administrative Services Act of 1949 to authorize the use of task and delivery order contracts, and to establish certain restrictions to which Federal agencies must adhere in awarding and administering these contracts. These provisions

were implemented under Subpart 16.5 of the Federal Acquisition Regulation (FAR).

### **C. Applicability**

Task and delivery order contracting is authorized for use with requirements contracts and indefinite-quantity contracts as described in FAR 16.503 and 16.504, respectively.

Under a **requirements contract**, the Government's agreement to fulfill all actual requirements of designated activities during a specified period with a particular contractor provides the consideration necessary to bind the contractor to supply the goods or services that the Government requires. Under an **indefinite-quantity contract**, the Government's agreement to order the minimum quantity provides the consideration necessary to bind the contractor to furnish additional quantities that the Government may, but is not required, to order, up to a stated maximum quantity.

Although ordering procedures are used in connection with definite-quantity contracts, these contracts are not covered within the FASA definitions of task and delivery order contracts and, therefore, are outside the scope of this issuance.

Task and delivery order contracting should be used when the project officer anticipates recurring requirements but cannot determine in advance the precise quantities of services or supplies that will be required during the contract period of performance. In general, task and delivery order contracting may be used to acquire any type of service or supply item. However, this method should not be used in instances where a fixed-price contract or a cost-type contract ordinarily would be used (i.e., the Acquisition Plan includes definite functional or detailed specifications or a workstatement that expresses a definite goal or target and specifies an end product, or the Plan requires a firm quantity of supplies or a specified level of effort that can be determined in advance of award).

The multiple award preference scheme at FAR 16.504(c)(1) does not apply to requirements contracts, since these contracts generally require a single contractor to fill all actual purchase requirements of a particular Government activity. Nevertheless, contracting officers are not precluded from awarding multiple requirements contracts when doing so is necessary to fill anticipated needs. Multiple award requirements contracts may be appropriate, for example, in instances where it is necessary to obtain identical services from contractors in different geographical locations, or where a single offeror lacks the capacity to fulfill all of the requirements for a particular activity. It is expected, however, that the use of multiple award requirements contracts would be rare. In this regard, the contracting officer is not obligated to adhere to the fair opportunity provisions at FAR 16.505(b) when ordering under such contracts.

### **D. Policy**

The appropriate use of task and delivery order contracting should increase overall productivity in the acquisition of supplies and services where a recurring need exists, as these vehicles: (1) encourage award of multiple contracts under a single solicitation; and (2)

provide a streamlined method for competing and awarding orders for specific requirements that arise during the contract period.

## E. References

1. The Federal Administrative Property Services Act of 1949 as amended by Section 1054 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355
2. Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 1412(e)
3. Section 5124(a)(2) of the Clinger-Cohen Act, 40 U.S.C. 1424(a)(2)
4. The Economy Act of 1932, 31 U.S.C. 1535
5. OMB Memorandum M-97-07, Multiagency Contracts under the Information Technology Management Reform Act of 1996, dated February 27, 1997
6. Office of Federal Procurement Policy (OFPP) Best Practices for Multiple Award Task and Delivery Order Contracting, Interim Edition, July 1997
7. OFPP Guide to Best Practices for Performance-Based Service Contracting, Final Edition, October 1998
8. FAR Part 10, Market Research
9. FAR Subpart 16.5, Indefinite-Delivery Contracts
10. FAR Subpart 17.2, Options
11. FAR Subpart 37.6, Performance-Based Contracting
12. FAR Subpart 42.15, Contractor Performance Information
13. HHS General Administration Manual 8-77, Agency Agreements
14. NIH Manual 1130, Delegation of Authority, [Finance #4](#), Agreements Between NIH and Other Federal Agencies
15. Legal Opinion from Business Law Branch, OGC/OS, dated December 19, 1996
16. The Multiagency/GWAC Program Managers Compact, September 9, 1997

## F. Definitions

1. **Advisory and Assistance Services** - (See FAR 37.201.)
2. **Delivery Order Contract** - FAR 16.501-1 defines a delivery order contract as a contract for supplies that does not procure or specify a firm quantity of supplies (other than a minimum or maximum quantity) and that provides for the issuance of orders for the delivery of supplies during the period of the contract.
3. **Governmentwide Agency Contract (GWAC)** - A task or delivery order contract that provides for agencies (requesting agencies) to obtain needed information technology services or products from another Federal agency (servicing agency). An agency may be authorized to establish a GWAC if it is (a) designated as an executive agent to act as a servicing agency by the Office of Management and Budget, or (b) it was delegated authority, prior to August 8, 1996, by the General Services Administration.
4. **Indefinite-Quantity Contract** - FAR 16.504 defines an indefinite-quantity contract as a contract that provides for an indefinite quantity, within stated limits, of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the contractor.

5. **Multiagency Contract** - A task or delivery order contract that provides for agencies (requesting agencies) to obtain services and supplies, including, but not limited to, information technology services and products, from another Federal agency (servicing agency) that also has a need for such services and supplies. An agency may be authorized to enter into a multiagency contract under the Economy Act, unless more specific statutory authority exists.
6. **Requirements Contract** - FAR 16.503(a) defines a requirements contract as a contract that provides for filling all actual purchase requirements of designated Government activities for supplies or services during a specified contract period, with deliveries or performance to be scheduled by placing orders with the contractor.
7. **Task Order Contract** - FAR 16.501-1 defines a task order contract as a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract.

## **G. Procedures**

Provided below is guidance unique to task or delivery order contracting for use by NIH contracting and program officials. Contracting officials should consult FAR 16.503(d), FAR 16.504(c)(2), FAR 16.506(f), and FAR 16.506(g) for guidance pertaining to the use of task or delivery order contracts for advisory and assistance services.

### **1. The Statement of Work**

The contracting officer and the project officer must ensure that the statement of work is adequate to serve as a basis for the preparation of proposals, evaluation of proposals, and determination of the scope of the work that may be ordered under any contracts awarded.

When developing the statement of work for services, project officers are encouraged to provide one or more sample or hypothetical tasks representative of the work that will be required during contract performance. The use of sample tasks will provide a common basis for evaluation of technical approaches as well as a basis for comparison of costs.

Where possible, performance-based statements of work with accompanying evaluation standards should be used. (See FAR Subpart 37.6, and OFPP's A Guide to Best Practices for Performance-Based Service Contracting, [http://www.arnet.gov/Library/OFPP/BestPractices/.](http://www.arnet.gov/Library/OFPP/BestPractices/))

### **2. Preference for Multiple Awards**

FAR 16.504(c) establishes a general preference for making multiple awards under a single solicitation for the same or similar supplies or services to two or more sources. The use of multiple awards allows agencies to take continuous advantage of the benefits of competition after award, which should result in fair and reasonable prices and better quality services.

Contracting and program officials should use their judgment in determining the number of awards to be made under a particular solicitation. In addition to the considerations under FAR 16.504(c)(1)(ii)(a), the historical workload (adjusted for anticipated increases or decreases), the funding available to obligate minimums, and the administrative resources available to manage the contracts, should be considered. (See also Chapter 3 of OFPP's Best Practices for Multiple Award Task and Delivery Order Contracting, Interim Edition, July 1, 1997.)

Multiple awards should not be made if any of the conditions set forth in FAR 16.504(c)(1)(ii)(B) apply and the contracting officer documents in the acquisition plan or in a class determination the rationale supporting the decision to make a single award.

If a determination is made that the condition at 16.504(c)(1)(i) applies, i.e., only one contractor is capable of providing performance at the level of quality required because the supplies or services are unique or highly specialized, the contracting officer should proceed with other than full and open competition in accordance with the procedures set forth in FAR Subpart 6.3. Where any of the other conditions apply, full and open competition is encouraged in order to ensure that the Government obtains the best value.

### **3. Small Business Considerations**

Contracting officers should consult with the IC or NIH Small Business Specialist early in the acquisition planning process in order to develop strategies to ensure that small business, HUBZone small business, small disadvantaged business, women-owned small business, and veteran-owned small business concerns have the maximum practicable opportunity to participate in the acquisition.

Consideration should be given to setting aside one or more awards, reserving a particular segment or functional area of the requirement for these concerns, or encouraging teaming arrangements. Methods of maximizing opportunities for small business participation are discussed more fully in OFPP's Best Practices for Multiple Award Task and Delivery Order Contracting, Interim Edition, July 1997.

### **4. The Pricing Arrangement**

FAR 16.501-2(c) states that indefinite-delivery contracts may provide for any appropriate cost or pricing arrangement under Part 16. Therefore, firm-fixed-price, cost-reimbursement, time and materials, and labor-hour arrangements may be used. Nevertheless, when selecting a cost or pricing arrangement, the contracting officer must adhere to any limitations and restrictions set forth in Part 16.

Typically, for delivery order contracts, fixed unit prices for the supplies or products to be ordered can be established in advance of award of the contract. Task order contracts, on the other hand, may require the use of a combination of pricing arrangements. For example, if a portion of the requirement is amenable to fixed pricing, the schedule may require offerors to propose firm rates for labor hours for each labor classification and/or

unit prices for standard tasks. Where the services cannot be well-defined in advance and fixed pricing is not possible, the schedule may require offerors to propose hourly ceiling rates for each labor classification, with cost-reimbursable contract line items for other elements. The hourly ceiling rates would be established in the contract, and the subsequent negotiation of each order would focus on the number of hours for specific staff in each labor category and the estimated costs required for all other elements.

## **5. The Solicitation and the Contract**

If the requirement involves services, the solicitation should include one or more sample or hypothetical tasks representative of the work that will be required during performance of a task order. In addition to the items set forth in FAR 16.504(a)(4), the solicitation and the contract for an indefinite-quantity contract shall:

- a. include the provision at 52.216-27, Single or Multiple Award, if multiple awards are anticipated; and
- b. include the general provisions appropriate for each pricing arrangement that will be used. If, for example, both fixed-price and cost-type orders are contemplated, the general provisions for both contract types should be included.

## **6. Minimum and Maximum Quantity or Dollar Value**

Where multiple contracts are awarded for the same requirement, each contract shall contain a maximum that reflects the total estimate or value for the entire program (programmatic maximum). In this way, all multiple awardees can be considered for the award of all orders.

While the contract minimum and the contract maximum may be expressed as either a number of units of supplies or services or a dollar value, the use of a dollar value is preferable. However, where a number of units is specified in lieu of a dollar value, it should be expressed in a manner as to permit the Government's obligation to order and the contractor's obligation to perform to be quantified in dollars. The Office of General Counsel has advised that a maximum quantity expressed in terms of the maximum number of task orders to be issued is not permissible as it is inconsistent with the intent of the law and the regulation.

The basis for the minimum and maximum quantity or dollar value must be documented in the contract file. (See FAR 16.504(a)(1)(2).)

For indefinite-quantity contracts, funds necessary for the minimum quantity must be obligated at the time of award. These funds may be used to cover the costs of a task or delivery order, provided the order is issued within the fiscal year in which the contract is awarded.

## **7. Period of Availability of Funds**

Indefinite-quantity or requirements contracts that extend beyond the fiscal year in which they begin must include the clause at FAR 52.232-19, Availability of Funds for

the Next Fiscal Year.

The funds allotted in a given fiscal year for performance of an order involving severable services remain available for performance for a period of 12 months from the date of award of the order.

## **8. Options**

The FAR does not preclude the use of options with indefinite-quantity or requirements contracts. However, in accordance with FAR 17.207(f), the options must be evaluated as part of the initial competition and be exercisable at an amount specified in or reasonably determinable from the terms of the basic contract.

Where the contract includes options for performance beyond the initial year, minimum guarantees may be established for each option period, but are not required.

## **9. Ordering Procedures**

### **a. Fair Opportunity to Be Considered**

In accordance with FAR 16.505(b)(1), when multiple indefinite-quantity contracts are awarded from a single solicitation, each awardee shall be provided a "fair opportunity to be considered" for each order in excess of \$2,500.

The preference for multiple awards was established so that agencies could take advantage of the benefits of competition both before and after award. If all offerors are not afforded a fair opportunity to be considered for each order, the value of making multiple awards will be only partially realized.

Providing all offerors a "fair opportunity to be considered" for each order, however, does not mean that offers must be solicited from all awardees for each order. FAR 16.505(b)(1) makes clear that the contracting officer is not required to contact each of the multiple awardees under contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. For example, in the case of delivery order contracts for commercial items, the contracting officer should have available price lists that can be used to make product and price comparisons among all awardees. In addition, information on the performance of awardees under previous orders could be used for the purposes of evaluation. If sufficient reliable information is available on all awardees and such information is used to determine which awardee offers overall the best value for a particular order, the contracting officer would have satisfied the requirement to provide all awardees a fair opportunity to be considered. However, if, for example, (1) the items proposed by awardees are dissimilar and it is not possible to make direct comparisons, or (2) it is not possible to derive a total price for the order through use of a mathematical formula, or (3) it is necessary to assess the availability of price reductions or to determine whether more favorable delivery terms can be offered, contact should be made with awardees, or a subset of the most highly qualified awardees, as appropriate.

In the case of requirements involving services that were not clearly defined and priced at the time of award, it will be necessary to solicit information from all awardees in order to provide all offerors a fair opportunity to be considered.

**b. Fair Opportunity to Be Considered after Exclusion of Awardees**

Under certain circumstances it may be in the best interest of the Government to exclude particular awardees from consideration for a particular order. Examples of such circumstances are set forth below. These examples are not intended to be all inclusive; there may be other circumstances which, in the judgment of the contracting officer, provide a sufficient basis for excluding an awardee from participating in the competition of a particular order.

(1) If awards were initially made to offerors on the basis of their expertise in particular functional areas, the contracting officer need not contact those awardees who do not possess the functional area expertise required for performance of the order.

(2) If an awardee's performance under recent task orders under the contract raises questions regarding that awardee's ability to perform at an acceptable level, the contracting officer need not contact that awardee for that order.

(3) Where information is available to indicate that an awardee has a conflict of interest with the work anticipated under an order, or does not have the capacity to perform a particular order at the level of quality required or within the time required due to the volume or complexity of ongoing work, the contracting officer is not required to contact that awardee.

Whenever a decision is made to exclude an offeror from consideration for a particular order, the contracting officer shall document in the file the rationale supporting that decision.

**c. Other than Fair Opportunity to Be Considered**

The contracting officer may award an order on a sole source basis if one of the conditions set forth in FAR 16.505(b)(2) applies. However, as discussed in FAR 16.505(b)(2)(iii), a follow-on order may be awarded on a sole source basis only if all awardees were given a fair opportunity to be considered for the original order. The rationale supporting award of sole source orders should be documented in the contract file.

The fair opportunity to be considered procedures, and the basis that may be used to exclude any awardees from consideration, must be clearly stated in the initial solicitation.

**d. Solicitation, Review and Evaluation of Orders**

The contracting officer has flexibility in determining the procedures to be



followed for solicitation, review and evaluation of orders, and selection of order awardees. The procedures should be as streamlined as possible and appropriately tailored for the type of services or supplies to be acquired.

The following additional guidance is provided to assist the contracting officer in developing specific procedures:

(1) When ordering supplies or products that were priced at the time of award, generally, it is not necessary to solicit information from awardees. Sufficient documentation usually is available to the contracting officer and the project officer in the form of pricing schedules and past performance information, to permit the comparative analysis necessary for a best value decision and selection of a delivery order awardee. However, as stated in G.9.a. above, it may be necessary, under certain circumstances, to contact an awardee or awardees to obtain additional information prior to selection.

(2) As previously mentioned, if the order is for services that were not clearly defined or priced at the time of award, it will be necessary to solicit offers from awardees. The solicitation or request for information will generally include:

(a) the statement of work;

(b) a list of reporting requirements and any other deliverables;

(c) evaluation factors limited to those critical to ensuring award to the firm that offers the best value to the Government. Suggested factors include: quality of key personnel, soundness of the approach; past performance; and cost/price. The basis for selection of an order recipient should be clearly set forth in the solicitation/request for information.

(d) instructions to awardees including, for example, information concerning the type of pricing arrangement, the period of performance, and any special terms or conditions applicable to the task order.

(3) When defining requirements for services, to the maximum extent practicable, performance-based work statements with measurable performance standards should be used.

(4) An effort should be made to minimize the cost to awardees associated with preparing proposals for orders. Consideration should be given to limiting the size of proposals or permitting oral proposals.

(5) The contracting officer, with input from the project officer, will determine the due date for responses and the level of review required based on the nature and complexity of the requirement. For R&D efforts, peer

review of orders will not be required if the solicitation for the underlying contract was subject to such review.

(6) A cost realism analysis of awardees' cost information is required in accordance with FAR 15.305(a)(1).

Cost and pricing data may not be requested unless a task order response was solicited from only one awardee, the cost or price for the order exceeds \$550,000, and costs or prices were not established at the time of award.

(7) A competitive range determination is not required, nor is a formal source selection document.

(8) Discussions and/or negotiations should be held when it is necessary to obtain additional information from awardees prior to making a selection decision.

(9) Documentation of the results of the technical and cost evaluations, and the negotiation, should be as streamlined as possible, but appropriate for the size and complexity of the requirement, and sufficient to support the conclusions reached concerning the quality of awardees' responses and the ultimate award decision.

## **10. Subcontracting Plan Requirement**

Prior to the award of an indefinite delivery/indefinite quantity contract or a requirements contract that is expected to exceed \$500,000 (\$1,000,000 for construction) and that has subcontracting possibilities, a subcontracting plan, as required by FAR Subpart 19.7, must be submitted by the apparently successful offeror(s), except offerors that are small business concerns. For indefinite delivery/indefinite quantity contracts, the maximum value shall be used in determining threshold applicability. For requirements contracts, the estimated total value shall be used.

## **11. Limitation on Subcontracting**

The restrictions set forth in FAR Clause 52.219-14, Limitation on Subcontracting, apply to the total contract.

## **12. Limitation on Period of Performance of Orders**

In accordance with the clause at FAR 52.216-21, Requirements, and the clause at FAR 52.216-22, Indefinite Quantity, orders issued during the effective period of the contract, and not completed within that period, are to be completed within the time specified in the order, and delivered by the date specified in the applicable clause.

## **13. Contract Performance Evaluations**

Evaluations of contractor performance are to be prepared in accordance with FAR Subpart 42.15. Interim and final evaluations may be conducted on a per task basis.

Alternatively, the contracting officer may choose to prepare periodic summary evaluations (e.g., quarterly, semi-annually, or annually) assessing the contractor's performance under all orders issued during a specific period, and a final summary evaluation at the conclusion of the contract.

#### **14. Task Order Contract and Delivery Order Contract Ombudsmen**

- a. FAR 16.505(b)(5) requires that each agency designate a task order contract and delivery order contract ombudsman who will be responsible for reviewing complaints from contractors and ensuring that all contractors are afforded a fair opportunity to be considered for orders.
- b. The NIH Competition Advocate for R&D will serve as the ombudsman for R&D task and delivery order contracts, and the NIH Competition Advocate for non-R&D will serve as ombudsman for non-R&D task and delivery order contracts.

Written complaints from awardees under multiple award task and delivery order contracts may be forwarded to the following address:

Ombudsman for R&D Task and Delivery Order Contracts  
(or)  
Ombudsman for non-R&D Task and Delivery Order Contracts  
c/o Director, Division of Acquisition Policy and Evaluation, OAMP  
6100 Executive Boulevard, Room 6C01  
Bethesda, Maryland 20892-7540

## **H. Additional Procedures for Multiagency Contracts and Governmentwide Agency Contacts**

### **1. General**

Multiagency contracts and Governmentwide Agency contracts (GWACs) are similar vehicles that utilize task and delivery order contracting to obtain services and supplies to satisfy the needs of more than one Federal agency. GWACs are authorized solely for the acquisition of information technology products and services, whereas multiagency contracts can be used to acquire any type of service and supplies, including information technology. In the case of a multiagency contract, the servicing agency must have a need for the services or supplies that it will be procuring on behalf of requesting agencies. However, this limitation does not apply to GWACs. Both vehicles permit the servicing agency to charge a fee to cover the actual costs of entering into and administering the contract and any orders placed under the contract.

### **2. Authority**

- a. Multiagency contracts may be issued under the authority of the Economy Act, unless more specific statutory authority exists. If the Economy Act authority is used, the contracting officer must comply with the requirements of FAR Subpart

17.5 and HHS General Administration Manual 8-77 including the need to ensure that the requesting agency has properly executed the required determinations and findings.

- b. Authority for issuing GWACs is derived either through: (1) delegation of procurement authority by the General Services Administration prior to August 8, 1996, under the Brooks Act, 40 U.S.C. 759; or (2) designation as an executive agent to act as a servicing agency by the Office of Management and Budget pursuant to section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 1412(e).

### **3. Multiagency Contracts - OMB Guidance**

OMB Memorandum M-97-07, dated February 27, 1997, provides guidance to be followed by agencies to ensure that multiagency contracts for information technology are managed in an efficient and effective manner. The guidance requires agencies to assure that effective management systems (e.g., financial, accounting, etc.) are in place and that an adequately trained staff of sufficient size is available to administer the contracts. If the contracts prove to be unexpectedly popular, agencies are to assure that adequate resources continue to be devoted to the management of the contracts. The guidance suggests that agencies consider placing an initial limit on the amount of interagency usage, subject to periodic upward or downward adjustment, depending on the agency's demonstrated ability to adequately manage the contracts in view of the volume of orders received. Finally, the guidance requires that agencies assure that their Chief Information Officers and Senior Procurement Executives work together to assign responsibilities and establish clear lines of authority.

### **4. Multiagency Contracts and GWACs - Program Managers Compact**

In September 1997, Program Managers from four Federal agencies, including the NIH, agreed upon a set of principles designed to improve the processes associated with the use of multiagency contracts and GWACs. The principles, contained in a document entitled "The Multiagency/GWAC Program Managers Compact," incorporate most of the themes set forth in OMB Memorandum M-97-07, as well as standards designed to ensure judicious management of these contracts. Refer to:

<http://www.arnet.gov/References/magycom.html>

### **5. Administration**

The servicing agency is ultimately responsible for ensuring that multiagency contracts and GWACs are properly administered. The servicing agency should develop guidelines for use by the requesting agencies that outline the specific responsibilities of the requesting agency and the procedures to which they must adhere when using these contracts.

## **I. Records Retention and Disposal**

Records Retention and Disposal: All records (e-mail and non-e-mail) pertaining to this chapter must be retained and disposed of under the authority of [NIH Manual 1743](#), "Keeping and Destroying Records, Appendix 1, NIH Records Control Schedule, Item 2600-A-4,

Routine Procurement Files."

NIH e-mail messages. NIH e-mail messages (messages, including attachments, that are created on NIH computer systems or transmitted over NIH networks) that are evidence of the activities of the agency or have informational value are considered Federal records. These records must be maintained in accordance with current NIH Records Management guidelines. If necessary, back-up file capability should be created for this purpose. Contact your IC Records Officer for additional information.

All e-mail messages are considered Government property, and if requested for a legitimate Government purpose, must be provided to the requester. Employees' supervisors, NIH staff conducting official reviews or investigations, and the Office of the Inspector General may request access to or copies of the e-mail messages.

E-mail messages must also be provided to Congressional Oversight Committees, if requested, and are subject to the Freedom of Information Act requests. Since most e-mail systems have back-up files that are retained for significant periods of time, e-mail messages and attachments are likely to be retrievable from a back-up file after they have been deleted from an individual's computer. The back-up files are subject to the same requests as the original messages.

## **J. Management Controls**

The purpose of this manual issuance is to provide guidance to contracting officers and program officials on the use of task order and delivery order contracting.

- 1. Office Responsible for Reviewing Management Controls Relative to this Chapter:**  
The Division of Acquisition Policy and Evaluation (DAPE), Office of Acquisition Management and Policy (OAMP), is accountable for the method used to ensure that management controls are implemented and working.
- 2. Frequency of Reviews:** Ongoing
- 3. Method of Review:** DAPE/OAMP will maintain appropriate oversight through reviews of IC presolicitation and preaward contract files conducted by the NIH Board of Contract Awards. The NIH Board of Contract Awards reviews a percentage of contract actions from each IC. Issues identified by the Board are provided to the IC for corrective action. When repetitive issues are identified, these are brought to the attention of the Acquisition Management Committee, which is responsible for addressing and resolving common acquisition issues. In addition, the Head of the Contracting Activity (HCA) is routinely apprised of any difficulties in IC implementation of policy. Depending on the nature and extent of the problem, the HCA may recommend additional policy guidance or training of contract staff.
- 4. Review Reports:** A compilation of issues identified by the NIH Board of Awards is prepared annually and submitted to the Deputy Director for Management.