


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING	PAGE 1	PAGES 106
2. CONTRACT NO.	3. SOLICITATION NO. 2021-R-71721	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 23 Dec 2020	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY Centers for Disease Control and Prevention Office of Acquisition Services M-18 2920 Brandywine Road, Rm 3000 Atlanta, GA 30341-5539		CODE 2542	8. ADDRESS OFFER TO (If other than Item 7) Centers for Disease Control and Prevention Office of Acquisition Services (TCU-4) 2900 Woodcock Blvd, Atlanta, GA 30341 Approved as to Form and Legality: _____			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 2900 Woodcock Blvd, Atlanta, GA 30341 (TCU-4) until 2 pm EST 3 Mar 2021
CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-7. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME Tailee C. Tucker	B. TELEPHONE (NO COLLECT CALLS) 770-488-2812	C. E-MAIL ADDRESS SHEPIDIQ@CDC.GOV
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OFFER (Must be fully completed by offeror)


NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT  (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: _____)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILI	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO (Type or Print)
15B. TELEPHONE NO. AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
<input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN 	ITEM
24. ADMINISTERED BY (If other * CODE	25. PAYMENT WILL BE MADE BY CODE 434 Centers for Disease Control and Prevention (FMO) PO Box 15580 404-718-8100 Atlanta, GA 30333-0080	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
26. NAME OF CONTRACTING OFFICER (Type or print)		28. AWARD DATE	

IMPORTANT -- Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies Or Services And Prices/Costs

ITEM	SUPPLIES/SERVICES	QTY/UNIT	UNIT PRICE	EXTENDED PRICE
0001	<p>Safe Healthcare, Epidemiology, and Prevention Research Development (SHEPheRD) Program</p> <p>DOMAIN 1</p> <p>Healthcare-Associated Infection and Other Adverse Healthcare Event Prevention Research Protocol Development and Implementation</p> <p>The Contractor, as an independent organization and not as an agent of the Government, shall furnish all knowledgeable key workers, expertise and necessary materials in performing Healthcare-associated infections (HAIs) Research studies in Domain 1 for the CDC in accordance with the attached Performance Work Statement (PWS) and individual task orders to be issued against this indefinite delivery, indefinite quantity contract.</p> <p>Period of Performance- 60 months Date of Award-estimated 9/30/2021-9/29/2026</p>	TBD on individual task orders	Pricing Table to include labor categories and rates (see business proposal instructions)	TBD on individual task orders

ITEM	SUPPLIES/SERVICES	QTY/UNIT	UNIT PRICE	EXTENDED PRICE
0002	<p>Safe Healthcare, Epidemiology, and Prevention Research Development (SHEPheRD) Program</p> <p>DOMAIN 2</p> <p>Research Implementation and Intervention Improvement in Multiple Healthcare Sites</p> <p>The Contractor, as an independent organization and not as an agent of the Government, shall furnish all knowledgeable key workers, expertise and necessary materials in performing Healthcare-associated infections (HAIs) Research studies in Domain 2 for the CDC in accordance with the attached Performance Work Statement (PWS) and individual task orders to be issued against this indefinite delivery, indefinite quantity contract.</p> <p>Period of Performance- 60 months Date of Award-estimated 9/30/2021-9/29/2026</p>	TBD on individual task orders	Pricing table to include labor categories and rates (See business proposal instructions)	TBD on individual task orders

ITEM	SUPPLIES/SERVICES	QTY/UNIT	UNIT PRICE	EXTENDED PRICE
0003	<p>Safe Healthcare, Epidemiology, Prevention Research and Development (SHEPherD) Program</p> <p>DOMAIN 3 Formative Research, Guidance Development, and Research Translation to Improve Healthcare Practices</p> <p>The Contractor, as an independent organization and not as an agent of the Government, shall furnish all knowledgeable key workers, expertise and necessary materials in performing Healthcare-associated infections (HAIs) Research studies in Domain 3 for the CDC in accordance with the attached Performance Work Statement (PWS) and individual task orders to be issued against this indefinite delivery, indefinite quantity contract.</p> <p>**This Domain has been identified as one that is suitable for small businesses. As such, there is a small business set aside (all projects < \$250K) and small business subcontracting requirement for large businesses (25% of work must be for small businesses; Indirect cap of 10% when subcontracting with small business). **</p> <p>Period of Performance- 60 months Date of Award-estimated 9/30/2021-9/29/2026</p>	TBD on individual task orders	Pricing table to include labor categories and rates (See business proposal instructions)	TBD on individual task orders

ITEM	SUPPLIES/SERVICES	QTY/UNIT	UNIT PRICE	EXTENDED PRICE
0004	<p>Safe Healthcare, Epidemiology, and Prevention Research Development (SHEPheRD) Program</p> <p>DOMAIN 4 International HAI and Other Adverse Healthcare Event Prevention Research The Contractor, as an independent organization and not as an agent of the Government, shall furnish all knowledgeable key workers, expertise and necessary materials in performing Healthcare-associated infections (HAIs) Research studies in Domain 4 for the CDC in accordance with the attached Performance Work Statement (PWS) and individual task orders to be issued against this indefinite delivery, indefinite quantity contract.</p> <p>Period of Performance- 60 months Date of Award-estimated 9/30/2021-9/29/2026</p>	TBD on individual task orders	Pricing table to include labor categories and rates (See business proposal instructions)	TBD on individual task orders

ITEM	SUPPLIES/SERVICES	QTY/UNIT	UNIT PRICE	EXTENDED PRICE
0005	<p>Safe Healthcare, Epidemiology, and Prevention Research Development (SHEPheRD) Program</p> <p>DOMAIN 5 Healthcare Information Technology Development, Implementation, and Services The Contractor, as an independent organization and not as an agent of the Government, shall furnish all knowledgeable key workers, expertise and necessary materials in performing Healthcare-associated infections (HAIs) Research studies in Domain 5 for the CDC in accordance with the attached Performance Work Statement (PWS) and individual task orders to be issued against this indefinite delivery, indefinite quantity contract.</p> <p>Period of Performance- 60 months Date of Award-estimated 9/30/2021-9/29/2026</p>	TBD on individual task orders	Pricing table to include labor categories and rates (See business proposal instructions)	TBD on individual task orders

B.1 General

The Safe Healthcare, Epidemiology, and Prevention Research Development (SHEPheRD) Program is an indefinite delivery, indefinite quantity (IDIQ) contract that will provide the Centers for Disease Control and Prevention (CDC) scientific, technical, and management expertise, and related services as they relate to healthcare epidemiology research.

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 as set forth below in accordance with the Performance Work Statement (PWS).

B.2 Base and Option Periods

The term of this IDIQ contract is 60 months.

B.3 Ordering of Services

Orders for services will be conducted through the issuance of individual task orders in accordance with Paragraph G.9, Award of Task Orders, and the Ordering Clauses in Section I. Funds will be obligated under each individual task order.

Task Orders will be issued in compliance with FAR Part 16.505(b) (1), Orders under Multiple-Award Contracts, Fair Opportunity, including the specified exceptions. CDC/NCZEID intends to issue several task orders listed under (*Section J, attachments 1 -8 and Section L herein*) upon award of this IDIQ. Task Orders will be issued with specific performance periods.

B.4 Type of Contract

This is a multiple award, IDIQ-type contract. At the discretion of the Contracting Officer, the government may use a variety of task order types under this contract, including Firm Fixed Price (FFP), Time and Materials (T&M), Labor-Hour (LH), Cost-Reimbursable plus Fixed-Fee or a combination thereof.

Each Request for Task Order Proposal (RFTOP) issued under this contract will identify the Government's proposed task order type.

B.5 Minimum Ordering Amount

The government is obligated only to the extent of \$1,000.00 to each contractor. This obligation is satisfied when either the contractor is issued a task order for at least \$1,000.00 or at the end of the contract period, if no task orders are issued to the contractor, the government pays \$1,000.00 to the contractor.

(End of Clause)

B.6 Maximum Ordering Amount

The maximum ceiling amount of all orders issued and awarded under all contracts over the 5 year period of performance is to be \$99,000,000.00. There is no specific estimated dollar award for each domain.

B.7 Service Contract Act

The contract labor categories are considered bona fide scientists, research associates project managers, professional labor and generally exempt from the Service Contract Act. Labor categories are considered professional and may not be subject to the Service Contract Act. However, all wages paid will at a minimum comply with the DOL wage determination in effect at the contractor's work site, including health & welfare and fringe benefits. Each RFTOP will be reviewed for applicability.

B.8 Performance-Based Preference

Pursuant to FAR 37.102(a) (1), the Contracting Officer will use performance-based acquisition methods to the maximum extent practicable. Pursuant to FAR 37.102(a) (2), the government's preference is to award a firm-fixed price performance-based contract and/or task order.

Section C - Description/Specification/Work Statement

PERFORMANCE WORK STATEMENT

Title: Safe Healthcare, Epidemiology, Prevention Research Development Program

C.1 Background and Need

As the nation's leading health protection agency, CDC focuses on the public's health and safety. To accomplish this mission, CDC conducts critical scientific research and provides health information to promote public health. CDC's Centers, Institutes, and Offices (CIOs) allow the agency to be responsive and effective when dealing with public health concerns. Each CIO implements CDC's response in their areas of expertise, while also providing intra-agency support and resource-sharing for cross-cutting issues and specific health threats.

Healthcare research is critical to identifying new knowledge, promoting better quality and safety, and implementing the agency mission. Such research focuses on the health status of individuals, families, communities, states, and the nation. Specifically, there is a need to support healthcare epidemiology research to advance scientific discovery and research innovation. Healthcare Epidemiology and Infection Control research is integral in CDC's mission to detect and prevent diseases by reducing the morbidity, mortality, and costs associated with these conditions.

C.2 Objective

The objective of The Division of Healthcare Quality Promotion (DHQP), within the Centers for Disease Control and Prevention (CDC), is to provide Healthcare Epidemiology Prevention Research, Implementation, Evaluation, Formative Research, Guidance Development, Surveillance and Medication Safety studies under an IDIQ mechanism. The utilization of the Safe Healthcare, Epidemiology, and Prevention Research Development (SHEPherd) Program IDIQ vehicle will allow the CDC the ability to address questions related to healthcare epidemiology prevention research broadly and specifically across five phases of translational HAI research, as outlined in the 'Research Framework for Reducing Preventable Harm' (<http://www.ncbi.nlm.nih.gov/pubmed/?term=research+framework+for+reducing+preventable+harm>).

C.3 Project Identification and Purpose

The purpose of this indefinite delivery, indefinite quantity (IDIQ) contract is to provide CDC an 'as needed' mechanism to obtain healthcare epidemiology and healthcare associated infections research in the following five (5) domains:

1. HAI and Other Adverse Event Prevention Research Protocol Development and Implementation
2. Research Implementation and Intervention Improvement in Multiple Healthcare Sites
3. Formative Research, Guidance Development, and Translation to Improve Healthcare Practices
4. International HAI and Other Adverse Healthcare Event Prevention Research
5. Healthcare Information Technology Development, Implementation, and Services

An offeror may propose on one or more domains. If an offeror proposes on more than one domain, the

organization is not required to submit separate proposals for each domain. When applying for multiple domains, for each domain the vendor is applying:

- The technical plan section must include ‘expertise and experience’ and ‘infrastructure and capacity’ relevant to each domain applied for, allowing 2 additional pages for each domain applied for after the first. For a maximum of 18 pages. (For example, when applying for 3 domains, the maximum page allowance for technical plan will be $10 + 2 + 2 = 14$).
- The combined past performance section must include past performance relevant to each domain applied for, including at least 2 past performance references specific to each domain.
- The sample RFTOP shall be completed for each domain applied for.

The determination of which domain to use for task orders will be made on a case by case basis with final approval of domain section made by the Contracting Officer based on the requirement. Contractors holding an award under the domain selected are eligible to compete for the task order.

CDC will have final approval regarding publications, presentations and products developed as a result of this contract. The specific responsibilities regarding the development of publications, presentations and products will be negotiated on a case-by-case basis.

C.4 Scope of Work

This IDIQ will be divided into five functional domains: As independent organization and not as an agent of the Government, the Contractor shall furnish all necessary personnel, facilities, supplies, and equipment to perform the full range of services listed under one of the five domains listed in this contract, though a single Contractor may perform in one (1) or more (5) domains.

C.4.1 Domain 1: HAI and Other Adverse Event Prevention Research Protocol Development and Implementation

The purpose of this domain is to obtain services for successfully answering research questions posed by CDC, including study design, protocol development, database development, statistical support, background literature review, study implementation, and data management and analysis services. Each task order under this domain will provide specific instructions on what activities and deliverables will be required. The specific activities/tasks that may be conducted under this domain include:

- a. Scientific and technical support for research design and planning
 - b. Protocol development and pilot testing
 - c. Data system development and implementation
 - d. Data modeling, management, analysis, and informatics
 - e. Preparation of OMB and IRB packages as required
 - f. Research design and planning
1. The contractor shall expand on CDC’s research question(s), develop a detailed research plan and protocol, and successfully implement the protocol, analyzing and interpreting results, and serving as lead authors in publication of the findings in peer reviewed literature. Specifically, given a specific healthcare epidemiology-related research question posed by CDC, the contractor shall have the capacity to propose an approach to successfully answer the question, including but not limited to study design, protocol development, database development,

statistical support, background literature review, study implementation, data management and analysis.

2. The contractor shall have primary expertise in clinical trial design, including statistical expertise in complex power calculations involving clustered designs and analyses, is an advantage. Access to the healthcare settings and patient populations sufficient for implementing the protocols is not a requirement for this domain.
3. The contractor shall be capable of designing protocols for implementation in healthcare settings and systems selected by CDC that are not directly affiliated with their home or partner institutions. Contractor shall be capable of leading, coordinating, and overseeing the implementation of studies, as well as leading analysis, interpretation, and publication of findings.

C.4.2 Domain 2: Research Implementation and Intervention Improvement in Multiple Healthcare Sites

The purpose of this domain is to obtain services for implementation of single and multi-center quality improvement and/or research projects in large networks of healthcare facilities (including acute inpatient care, long term acute care, long term care, skilled nursing facilities, dialysis centers, and other outpatient facilities). Each task order under this domain will provide specific instructions on what activities and deliverables will be required. The specific activities/tasks that may be conducted under this domain include:

1. Provide access to integrated electronic medical systems and population based outcomes in inpatient and outpatient facilities.
2. Provide access to clinical data, including administrative data from a large number of healthcare institutions that collect data in a standardized fashion are preferable
3. Contractors shall own or operate a clinical network comprised of acute care, outpatient facilities, long term acute care hospitals, and/ or skilled nursing facilities within which single- and multi-center quality improvement and/or research projects can be implemented. The networks shall implement HAI and other adverse event prevention quality improvement or research study protocols provided by the funding agency. Technical preference is given to Contractors who own or operate multicenter networks comprised of either: 1) at least 10 acute care healthcare hospitals, in addition to associated outpatient facilities; and/or 2) at least 10 long term acute care healthcare hospitals; and/ or 3) at least 10 skilled nursing facilities. Contractors shall collaborate with CDC in the development, refinement, or tailoring of research or quality improvement project plans and protocols in the contractor's healthcare facilities.

C.4.3 Domain 3: Formative Research, Guidance Development, and Translation to Improve Healthcare Practices

The purpose of this domain is to obtain services for evaluating, enhancing, and disseminating products that assist in improving healthcare practices and bridging the public health and healthcare divide. These services will be uniquely informed by the perspective of the product users, and as such shall include the expertise of patient advocates, healthcare professional societies, and public health experts across the

healthcare system. Each task order under this domain will provide specific instructions on what activities and deliverables will be required.

1. The specific activities/tasks that may be conducted under this domain include:
 - a. Formative Research:
 - Expert Panels
 - Focus Groups
 - Research Consultation
 - b. Guidance Development:
 - Guidance Development
 - Guidance Evaluation
 - c. Research Translation and Training:
 - Fellowship Programs
 - Training Development and Feedback
 - Education Materials Development
2. The requirements for inclusion in this Domain:
 - a. Provide access to and have an established relationship with experts experienced in advocating for patients and/ or public health concerns as demonstrated by individual participation on national, state, and local boards related to healthcare epidemiology, patient safety, antibiotic resistance and safe healthcare practices. Established relationship shall be documented formally (staff, subcontract, or MOU) in the vendor's response to RFP.
 - b. Provide access to a constituency of professional healthcare workers through a formalized society or membership and have a standardized way to communicate with that constituency either remotely (i.e. website or newsletter) or during a conference organized by the society.
 - c. Provide access to and have an established relationship with State Departments of Health for fellowship and/or training programs in the areas of infection prevention, stewardship, antibiotic resistance, or other areas related to healthcare epidemiology.
 - d. The contractor shall have experience in 3 or more preferred categories: 1.) qualitative research and formative research development and implementation; 2.) developing guidelines for healthcare workers or settings, 3.) guideline/ product/ project evaluation, 4.) developing research translation materials, and 5.) development of fellowship/ training programs for healthcare professionals.
 - e. Previous experience performing the tasks and activities with any of the aforementioned individuals and/or societies is preferred.

****This Domain has been identified as one that is suitable for small businesses. As such, there is a small business set aside (all projects < \$250K) and small business subcontracting requirement for large businesses (25% of work must be for small businesses; Indirect cap of 10% when subcontracting with small business). ****

C.4.4 Domain 4: International HAI and Other Adverse Healthcare Event Prevention Research

The purpose of this domain is to obtain services for development and implementation of research projects and protocols focusing on healthcare associated infections in Low and Middle Income Countries. Low and

Middle Income Countries discussed in the World Health Organization Fact Sheet on “Health Care Associated Infections” at

http://www.who.int/gpsc/country_work/gpsc_ccisc_fact_sheet_en.pdf

Each task order under this domain will provide specific instructions on what activities and deliverables will be required. The specific activities/tasks that may be conducted under this domain include:

1. International healthcare epidemiology research design tasks, such as:
 - a. Assess the cost-effectiveness of infection prevention and control practices in low and middle income countries.
 - b. Assess the impact of improved antimicrobial resistance testing/antibiograms on clinical/hospital-level prescribing practices in low and middle income countries
2. International healthcare epidemiology prevention research implementation and evaluation tasks, such as:
 - a. Ability to evaluate the impact of infection control improvements on healthcare associated infection or associated metrics in resource limited countries.
 - b. Design and/ or evaluate strategies to measure antimicrobial use in low and middle income countries.
 - c. The contractor shall evaluate the impact of antimicrobial stewardship activities on antimicrobial resistance or associated metrics in resource limited countries.
3. International healthcare surveillance research and development, such as:
 - a. Assess the burden of healthcare associated infections in low and middle income countries via longitudinal or point prevalence methodology.
 - b. Assess antimicrobial use and prevalence of antimicrobial resistance in low and middle income countries via longitudinal or point prevalence methodology.
4. Contractors shall provide access to clinical infrastructures in low and or middle income countries within which single- or multi-center research study protocols can be implemented.
5. Contractors shall conduct research within settings in low and middle income countries.
6. Contractors shall establish relationships with relevant in-country partners (e.g., Ministry of Health, local research institutes/universities).

C.4.5 Domain 5: Healthcare Information Technology Development, Implementation, and Services

The purpose of this domain is to obtain services from owners of proprietary electronic healthcare record systems and/ or other healthcare information technology products to review, recommend, and accelerate implementation of reporting protocols for the National Healthcare Safety Network (NHSN).

Each task order under this domain will provide specific instructions on what activities and deliverables will be required. The specific activities/tasks that may be conducted under this domain include:

1. Provide expertise in healthcare data surveillance and management.
2. Provide access to surveillance data of large healthcare systems, specifically sites reporting to NHSN.
3. Provide access to and established relationships with tertiary care facilities, including long term care, nursing home, pediatric care, outpatient care, and dialysis centers
4. Contractors shall own and contract out to a large network of healthcare facilities, proprietary electronic healthcare record systems or other healthcare information technology products or

services. Contractors shall work collaboratively with CDC to (a) review the NHSN reporting protocols for HAIs and other adverse healthcare events (i.e., protocols in use and under development), in terms of their operational fit with current healthcare information technology architectures, platforms, and databases (b) recommend to NHSN SMEs or Business Analysts modifications to data requirements for both existing and future definitions to best leverage pre-existing electronic data in Electronic Health Record (EHR) systems or other information used in healthcare, and, (c) accelerate implementation and provide technical support for electronic reporting solutions that enable healthcare facilities to submit HAI and other adverse healthcare event data to CDC.

C.5 Quality Assurance Surveillance Plan (QASP)

The QASP will be used to ensure that systematic quality assurance methods are used in the administration of the Performance-Based Service Contract (PBSC) standards included in this contract. The QASP will be defined at the task order level.

The contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the task order. The Performance Standards and Surveillance Activity Checks defined in the QASP at the task order level shall be used by the COR in the technical administration of the QASP.

Section D - Packaging And Marking

There are no clauses/provisions included in this section.

Section E - Inspection And Acceptance

FAR SOURCE	TITLE AND DATE
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
51.246-5	Inspection of Service – Cost-Reimbursement (Apr 1985)
52.246-6	Inspection - Time-and-Material and Labor-Hour (May 2001)
52.246-8	Inspection of Research and Development-Cost-Reimbursement (May 2001)

Section F - Deliveries Or Performance

TITLE AND DATE

FAR SOURCE

52.242-15 Stop-Work Order (Aug 1989)

F.1 Period of Performance (Task/Delivery Order Contracts) (Jul 1999)

(a) The period of performance of the Basic contract shall be for sixty (60) months from the effective date of the contract. The anticipated period of performance is from the date of award – 09/29/2026.

(b) Task Orders: The time for completion for each task order shall be determined under each individual task order through the mutual agreement of the parties involved. Task orders under this contract may be awarded by the Contracting Officer at any time within the contract period. The actual performance of the work may extend beyond the basic contract period of performance.

(End of Clause)

F.2 Place(s) of Performance (Jul 1999)

The Contractor shall perform all work under this contract at: to be specified in each task order.

(End of Clause)

F.3 Deliverables

Specifications for Deliverables will be as set forth in individual task orders.

(End of provision)

Section G - Contract Administration Data

G.1 Small Business Subcontracting Plan (Jun 2020)

(a) The Contractor shall comply with FAR 52.219-9. Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

(End of Clause)

G.2 CDC42.0002 Evaluation of Contractor Performance Utilizing CPARS (Apr 2015)

In accordance with FAR 42.15, the Centers for Disease Control and Prevention (CDC) will review and evaluate contract performance. FAR 42.1502 and 42.1503 requires agencies to prepare evaluations of contractor performance and submit them to the Past Performance Information Retrieval System (PPIRS). The CDC utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to prepare and report these contractor performance evaluations. All information contained in these assessments may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor.

The CPARS system requires a contractor representative to be assigned so that the contractor has appropriate input into the performance evaluation process. The CPARS contractor representative will be given access to CPARS and will be given the opportunity to concur or not-concur with performance evaluations before the evaluations are complete. The CPARS contractor representative will also have the opportunity to add comments to performance evaluations.

The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described in the guides on the CPARS website. Refer to: www.cpars.gov for details and additional information related to CPARS, CPARS user access, how contract performance assessments are conducted, and how Contractors participate. Access and training for all persons responsible for the preparation and review of performance assessments is also available at the CPARS website.

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.

(End of Clause)

G.3 Payment (Performance-Based Services)

(a) General

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements of this contract. The procedures set forth in this clause

will be used by the Government in determining monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work, and supplements the Inspection of Services clause contained in Section E of this contract.

(b) Adjusting Payments

(1) Under the Inspection of Services clause of this contract, payments may be adjusted if any service does not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.

(2) The Contractor may, within 10 working days of receipt of the notification of the proposed deduction, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10 day period will be interpreted to mean that the Contractor accepts the deductions proposed.

(3) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting officer shall so notify the Contractor, and adjust payments under the contract accordingly.

(End of Clause)

G.4 Contracting Officer (Jul 1999)

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

(End of Clause)

G.5 Contract Communications/Correspondence (Jul 1999)

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon the contract number from Page 1 of the contract.

(End of Clause)

G.6 CDC0_G008 Contracting Officer's Representative (COR) (Jul 2017)

Performance of the work hereunder shall be subject to the technical directions of the designated COR for this contract.

As used herein, technical directions are directions to the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. These

technical directions must be within the general scope of work, and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated contract price/cost, or any stated limitation thereof.

In the event that the Contractor believes full implementation of any of these directions may exceed the scope of the contract, he or she shall notify the originator of the technical direction and the Contracting Officer, immediately or as soon as possible, in a letter or e-mail separate of any required report(s). No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.

The Government COR is not authorized to change any of the terms and conditions of this contract. Contract changes shall be made only by the Contracting Officer by properly written modification(s) to the contract.

The Government will provide the Contractor with a copy of the COR delegation memorandum upon request.

(End of Clause)

G.7 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;

- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(j) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-33, Payment by Electronic Funds Transfer –System for Award Management, in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(k) In the case that EFT information is not within the System of Award Management, FAR 52.232-34 requires mandatory submission of Contractor's EFT information directly to the office designated in this contract to receive that information (hereafter: "designated office"); see below. The contractor shall submit the EFT information within the form titled "ACH Vendor/Miscellaneous Payment Enrollment Form" to the address indicated below. Note: The form is either attached to this contract (see Section J, List of

Attachments) or may be obtained by contacting the Contracting Officer or the CDC Office of Financial Resources at 678-475-4510.

(l) In cases where the contractor has previously provided such information, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required unless the designated financial institution has changed.

(m) The completed form shall be mailed after award, but no later than 14 calendar days before an invoice is submitted, to the following address:

The Centers for Disease Control and Prevention
Office of Financial Resources (OFR)
P.O. Box 15580 Atlanta, GA 30333
Or – Fax copy to: 404-638-5342

(End of Clause)

G.8 CDCA_G001 – Invoice Submission (Jul 2017)

- (a) The Contractor shall submit the original contract invoice/voucher to the address shown below:
The Centers for Disease Control and Prevention
Office of Financial Resources (OFR)
P.O. Box 15580 Atlanta, GA 30333

Or – The Contractor may submit the original invoice via facsimile or email:
Fax: 404-638-5324
Email: FMOAPINV@CDC.GOV

NOTE: Submit to only one (1) of the above locations.

- (b) The contractor shall submit 2 copies of the invoice to the cognizant contracting office previously identified in this contract. These invoice copies shall be addressed to the attention of the Contracting Officer.
- (c) The Contractor is ☐ is not ☐ required to submit a copy of each invoice directly to the Contracting Officer's Representative (COR) concurrently with submission to the Contracting Officer.
- (d) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Office of Financial Resources is the designated billing office for the purpose of determining the payment due date under FAR 32.904.
- (e) The Contractor shall include (as a minimum) the following information on each invoice:
- (1) Contractor's Name & Address
 - (2) Contractor's Tax Identification Number (TIN)
 - (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
 - (4) Invoice Number
 - (5) Invoice Date
 - (6) Contract Line Item Number and Description of Item
 - (7) Quantity
 - (8) Unit Price & Extended Amount for each line item
 - (9) Shipping and Payment Terms

- (10) Total Amount of Invoice
- (11) Name, title and telephone number of person to be notified in the event of a defective invoice
- (12) Payment Address, if different from the information in (c)(1).
- (13) DUNS + 4 Number
- (14) Electronic funds transfer (EFT) banking information

(End of Clause)

G.9 Award of Task Orders

Task orders are officially awarded by the Contracting Officer that commissions work for a specific CDC organization for a defined function or purpose. Task orders may require one or more deliverable products and/or recurring services. Task orders specify and authorize work to be accomplished by the Contractor to satisfy the Government's requirements. They specify the scope of work, schedule for completion, technical requirements, deliverable product(s) and/or services, performance standards, acceptance criteria for deliverable products and/or services, and the total price of the work/service to be performed.

After contracts are awarded by the Government, services will be ordered by the issuance of individual Task Orders awarded on a competitive basis. Upon receipt of a task order requirement from the sponsoring organization, the Contracting Officer will determine which of the five (5) domains is best suited to the scope of the requirement. Each Contractor within the designated domain will be given a fair opportunity to be considered for award of each individual task order.

The fair opportunity process will operate as follows:

1. Task Orders

- a. A written Task Order, in accordance with the terms and conditions set forth herein, shall be the only basis for acquisitions of services under this contract.
- b. After the IDIQ contracts are awarded, services will be ordered by the issuance of Individual Task Orders awarded on a competitive fair opportunity basis, unless set-aside for small business.
- c. Some orders may be exempt from competition in accordance with FAR 16.505(b) (2).
- d. The Contractor shall be responsible for performance in accordance with the terms and conditions of the contract when a Task Order is placed by a CDC Contracting Officer.
- e. In accordance with FAR Subpart 5.202, Task Orders placed under any resultant contract need not be synopsisized.
- f. Under FAR Subpart 33.1, no protest is authorized in connection with the issuance or proposed issuance of a task order, except for—
 - i. A protest on the grounds that the order increases the scope, period, or maximum value of the contract
 - ii. A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at 33.104.
- g. Debriefings will not be provided on Task Orders under \$6 million.

2. Ordering Procedures

- a. When the Government identifies a specific requirement for work to be performed under this contract, the Contracting Officer will issue a written Request For Task Order Proposal (RFTOP) to each eligible Contractor based on the designated functional domain. The RFTOP will contain

information comparable to a competitive solicitation. Such information will include, but is not limited to, the following:

- Performance Work Statement (PWS) that identifies the Government's requirement
 - Instructions to the Contractors for responding to the RFTOP
 - Evaluation and award factors
 - Contractors are not required to respond to each RFTOP. RFTOPs will be sent by email to each Contractor, and responses shall be submitted via email in Microsoft Word, Microsoft Excel, and/or PDF formats. Note: It is the contractor's responsibility to ensure the CO has the correct contact information at all times during the 5-year IDIQ. Typically an inbox is created for these opportunities and the administrator changes as staff turnover.
 - CDC will typically compete each task order among Contractors to select the best-technical proposal, considering innovative solutions, and price after best technical. When necessary, CDC may use limited competition or sole-source task order awards in accordance with provisions under the FAR.
 - It is CDC's goal to clearly and unambiguously state the nature and extent of the work to be done in the Task Order through a SOW or PWS included in the RFTOP. When the work is inherently unclear or uncertain initially, the work may need to be divided into sequential task orders, each aimed at achieving clear and unambiguous outcomes for the subsequent work.
- b. Task Order Evaluation and Selection Procedures - Contractors who elect to respond to a RFTOP must submit their proposals to the CDC Contracting Office by the due date and time stated in the RFTOP. Contractors who elect to respond to a RFTOP shall provide a technical proposal and profile of the personnel assigned or to be assigned to the task. Responses shall include a price proposal that details the price of each major subtask identified within the proposal and then rolls up the subtasks into a total proposed price. Each offer received in response to a RFTOP will be evaluated on technical, experience, and price merits. Evaluation criteria will be specified in the RFTOP. Evaluation criteria may vary for each RFTOP depending upon the emphasis of the project.
- c. CDC reserves the right to award individual task orders on the basis of initial offers received without discussions, **therefore Contractors' proposals should contain their best terms from a price and technical standpoint.** The relative importance of price and technical merit will be stated in the RFTOP.
- d. Award of Task Orders will be made as a result of "best value" source selection. Best value means that the Government will perform a price/technical trade-off analysis such that business judgment will be exercised in selecting the most advantageous alternative to the Government, considering both price and technical merit of proposals. The determination of best value will be made by comparing the differences in the value of performance capability factors with the differences in the prices proposed. The Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior performance capability features. The Government will make this assessment through the development of trade-off analyses and other analytic techniques that involve the assessment of the benefits of superior performance capability

features (for example, economic benefits clearly attributable to superior productivity, probability of successful contract performance, and/or unique and innovative approaches or capabilities) versus the added price. Overall price may become the ultimate determining factor for award of the task orders as proposals become more equal based on the other factors. The degree of equality between Contractors' proposals will be measured by the quantity, significance, and applicability of the superior features proposed and not solely by the total scores achieved. The Business or Price Proposal portion of Contractor responses to RFTOPs will not be assigned quantitative scores. The information contained in the proposals will be analyzed and evaluated to determine the validity, realism, and reasonableness of each price proposed.

- e. Task orders will be issued to the Contractor by the Contracting Officer. Task orders will include written specifications detailing and describing the nature of the work to be performed. The successful Contractor will be authorized to commence work only upon receipt of the specific Task Order issued by the Contracting Officer, as it will be through individual Task Orders that the contract is funded.

f. Fair Opportunity Exceptions:

The requirement for “fair opportunity” does not apply to orders under \$3,500 or to orders above \$3,500 where the Contracting Officer determines that:

1. The need for the services is of such urgency that providing such opportunity would result in an unacceptable delay;
2. Only one contractor is capable of providing the services required at the level of quality required because the services are unique or highly specialized;
3. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued provided that all awardees were given a fair opportunity to be considered for the original order.
4. Award of a Task Order may be made on a sole source basis to meet the guaranteed minimum of the contract (\$1,000.00 over the life of the contract).

G.10 Ordering

Task orders specify and authorize work to be accomplished by the Contractor to satisfy the Government's requirements. They specify the scope of work, schedule for completion, technical requirements, deliverable product(s) and/or services, milestone payment schedule, QASP/performance standards, acceptance criteria for deliverable products and/or services, the total price/cost of the work/service to be performed and all other items that this contract has specified will be determined at the task order level. Each individual task order issued will indicate applicable security and/or confidentiality requirements or any other clearance requirements.

The Contracting Officer's Representatives (COR) are officials of the CDC organization requiring the work who are responsible at the task order level for technical oversight of the work under that task order. CORs will be designated in writing for each individual task order.

(End of Clause)

G.11 Reporting Requirements

The Contractor shall use Microsoft Word for all reports submitted to the COR and Contracting Officer. Formats for all deliverables will be defined in the specific task orders. Each task order will include the reporting requirements suitable for the scope of work. However, here is a description of the standard reporting requirements that may be included in the task orders.

1. Quarterly Task Order Progress Reports:

- a. There will be a COR for the overall IDIQ contract as well as a COR for each individual Task Order. The Contractor shall submit to the IDIQ COR and Contracting Officer over the entire IDIQ contract quarterly task order progress reports for all task orders that the Contractor has currently been awarded along with a summary report that specifies performance issues that the contractor is working to address for each task order.
 - b. The purpose of these reports is to keep appropriate Government managers apprised of the current status of significant work activities under the contract. Of particular interest to the Government shall be the early identification of problem areas that might adversely affect contract performance, as well as the Contractor's plans to deal with such areas.
 - c. **The quarterly task order progress report shall include the following:**
 1. Summary of services provided
 2. Accomplishments during the reporting months
 3. Problem areas and recommendations for solution of problems identified during the reporting period. Provide a brief and concise narrative of the nature of the problem area, attempts by the Contractor to remedy the situation, and suggestions for resolving the problem.
 4. Activities planned for the next quarter
 5. Special items of interest and activity
 6. Graphic and tabular presentation of direct labor hours by name, labor category/position, labor rate, current and cumulative expended funds (including projection of funds to be expended over the next month(s))
 7. Personnel activities (by name) and changes. The first report shall include a listing of assigned personnel and activities they are responsible for, Subsequent reports shall also include any changes to both activities and personnel.
 8. Other information or data deemed appropriate for inclusion in the quarterly report as requested by the COR
2. Quarterly task order progress reports shall be prepared by the Contractor to cover each quarter of performance under the contract and will be due to the Government by the 12th calendar day of the quarter following the quarter covered by the report. The actual form and format of the report shall be coordinated between the Contractor and the Government on an ongoing basis to ensure that appropriate and meaningful information is being furnished through the report.

3. **Task Order Final Reports:** Upon conclusion of Task Orders awarded under this contract, the Contractor shall prepare and submit, within 60 days of acceptance of the final task order deliverable, a final report summarizing the contractor's performance on the task order in terms of quality and timeliness of deliverables and overall management of the task order. Other requirements of the task order final report may be provided in the specific task order.
4. **Semi-Annual Calls with COR:** Every six months, the COR will conduct a call with the contractor to review progress on all task orders currently awarded to the contractor.

Section H - Special Contract Requirements

H.1 HHSAR 352.203-70 Anti-Lobbying (Dec 2015)

Pursuant to the HHS annual appropriations acts, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

- (a) Publicity or propaganda purposes;
- (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or
- (c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
- (d) The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

(End of clause)

H.2 HHSAR 352.208-70 Printing and Duplication (Dec 2015)

- (a) Unless otherwise specified in this contract, no printing by the Contractor or any subcontractor is authorized under this contract. All printing required must be performed by the Government Printing Office except as authorized by the Contracting Officer. The Contractor shall submit camera-ready copies to the Contracting Officer's Representative (COR). The terms "printing" and "duplicating/copying" are defined in the Government Printing and Binding Regulations of the Joint Committee on Printing.
- (b) If necessary for performance of the contract, the Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. The pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. This page limit applies to each printing requirement and not for all printing requirements under the entire contract.
- (C) Approval for all printing, as well as duplicating/copying in excess of the stated limits, shall be obtained from the COR who will consult with the designated publishing services office and provide direction to the contractor. The cost of any unauthorized printing or duplicating/copying under this contract will be considered an unallowable cost for which the Contractor will not be reimbursed.

(End of clause)

H.3 HHSAR 352.224-70, Privacy Act (Dec 2015)

This contract requires the Contractor to perform one or more of the following: (a) design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations. The term system of records means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a (i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in 45 CFR part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)). The contract work statement: (a) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and (b) specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

H.4 HHSAR 352.237-75 Key Personnel (Dec 2015)

The key personnel specified in this contract 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 contract (including, when applicable, Human Subjects Testing requirements). 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 contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of clause)

H.5 HHSAR Provision, 352.239-74: Electronic and Information Technology Accessibility Notice

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) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" 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 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. 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 contract will be the responsibility of the Contractor at its own expense.

The Section 508 accessibility standards applicable to this contract will be defined in each task order. 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 Web site: (<http://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 contract will be the responsibility of the Contractor at its own expense.

If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide 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 at <http://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 provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

HHSAR 352.239-73 Electronic Information and Technology Accessibility Notice (Dec 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(c) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility.

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors 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 offerors 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 on the HHS website <http://www.hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors 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.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of provision)

H.6 Representations, Certifications and Other Statements of Offerors (Jul 1999)

The Representations, Certifications and Other Statements of Offerors submitted by the Contractor into the System for Award Management (SAM) are hereby incorporated by reference, with the same force and effect as if they were given in full text.

(End of Clause)

H.7 Agency Ombudsman (Feb 2018)

CDC is committed to ensuring fair opportunity for all offerors submitting proposals for competitive task/delivery orders issued against existing Indefinite Delivery Indefinite Quantity contracts in accordance with FAR 16.505. Offerors/Contractors may protest task/delivery order awards of any amount on the grounds that the order increases the scope, period, or maximum value of the contract under which the order was issued. These complaints may be lodged at the agency level or protested with the General Accountability Office (GAO).

Additionally, in accordance with 41 U.S.C. 253(j), protests of task/delivery orders valued in excess of \$10,000,000.00 should be filed directly with the GAO in accordance with FAR 33.104.

In accordance with FAR 16.505(b)(5), CDC has designated an agency Task/Delivery Order Ombudsman who is responsible for reviewing the complaints from contractors on the task/delivery order process. The Ombudsman's responsibility is to review complaints and ensure that all contractors are afforded a fair opportunity to be considered, consistent with procedures in the contract. The Contract Ombudsman is independent of the contracting office. The process for handling complaints under the Ombudsman is as follows:

- a) The written complaint must include all the information required for agency protests in FAR 33.103 and must be sent to:

Centers for Disease Control and Prevention
Attn: Sherry Smallwood, Agency
Ombudsman 1600 Clifton Rd, NE
Bldg 16, Mailstop-C12 Atlanta, GA 30329

Telephone: 404-639-7291
Email: svs9@cdc.gov

Complaints must be submitted to the Agency Ombudsman no later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

b) The Ombudsman will contact the complainant by phone, to assure full understanding of the issues raised in the protest. This contact will be made within 2 business days of the receipt of the protests by the Ombudsman. Since there is only one individual serving as the agency Task/Delivery Order Ombudsman, there may be protests received when the Ombudsman is in a travel or leave status. In that instance, the Ombudsman will begin action on the complaint immediately upon return to the office.

(End of Clause)

H.8 CDC37.0001 Non-Personal Services (Jun 2020)

(a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees. If the Contractor (including its employees) believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled "Contractor Identification and Safeguarding of Non-Public Information". 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 this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. The contractor is limited to performing the services identified in the contract statement of work and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees and subcontractor employees working on this contract are informed of the terms and conditions herein. The Contractor agrees that this is a non-personal services contract; and that for all the purposes of the contract, the Contractor is not, nor shall it hold itself out to be an agent or partner of, or joint venture with, the Government. The Contractor shall notify its employees that they shall neither supervise nor accept supervision from Government employees. The substance of the terms herein shall be included in all subcontracts at any tier.

(d) The terms and conditions above do not limit the Government's rights under other terms of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

(End of Clause)

H.9 CDC0_H049 Non-Disclosure Agreement for Contractor and Contractor Employees (Jun 2020)

(a) The contractor and contractor employees shall prepare and submit Non-Disclosure Agreements (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.

(b) The NDAs, at Exhibit I and II, are required in service contracts where contractor's employees will have access to non-public and procurement-sensitive information while performing functions in

support of the Government. The NDA also requires contractor's employees properly identify themselves as employees of a contractor when communicating or interacting with CDC employees, employees of other governmental entities, and members of the public (when communication or interaction relates to the contractor's work with the CDC). The Federal Acquisition Regulation (FAR) 37.114 (c), states "All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed."

- (c) The contractor shall inform contractor employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (d) During the contract performance period, the contractor is responsible to ensure that all additional or replacement contractors' employees sign an NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meetings where sensitive information may be discussed.
- (f) The Contractor shall prepare and maintain a current list of employees working under NDAs and submit to the Contracting Officer upon request during the contract period of performance. The list should at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

(End of Clause)

EXHIBIT I

Centers for Disease Control and Prevention (CDC) Contractor Non-Disclosure Agreement

I. Non-Public Information

[Name of contractor] understands that in order to fulfill the responsibilities pursuant to [Contract name and number] between the Centers for Disease Control and Prevention and [Name of CDC contractor] dated [date], employees of [contractor] will have access to non-public information, including confidential and privileged information contained in Government-owned information technology systems. For purposes of this agreement, confidential information means Government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

In order to properly safeguard non-public information, **[contractor]** agrees to ensure that prior to being granted access to Government information or the commencement of work for the CDC, whichever is applicable, all employees will sign a Non-Disclosure Agreement (NDA) provided by the CDC prior to beginning work for the CDC. Contractor agrees to submit to the contracting official the original signed copies of NDAs signed by the contractor's employees in accordance with the instructions provided by the contracting official. Failure to provide signed NDAs in accordance with this agreement and instructions provided by the contracting official could delay or prevent the employee from commencing or continuing work at the CDC until such agreement is signed and returned to the contracting official.

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee any non-public information that the employee may obtain in connection with the performance of the employee's responsibilities to the CDC.

II. Procurement-Sensitive Information

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, other than an authorized Government employee, any procurement-sensitive information gained while in connection with fulfilling the employee's responsibilities at the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Requests for Contract (RFC), and Requests for Proposal (RFP); Responses to RFPs, including questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of Government personnel involved in the solicitation; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

Contractor understands and agrees that employee access to any procurement-sensitive information may create a conflict of interest which will preclude contractor from becoming a competitor for any acquisition(s) resulting from this information. Therefore, if an employee participates in any discussions relating to procurement-sensitive information, assists in developing any procurement-sensitive information, or otherwise obtains any procurement-sensitive information during the course of performing duties at the CDC, contractor understands and agrees that contractor may be excluded from competing for any acquisition(s) resulting from this information.

III. Identification of Non-Government Employees

Contractor understands that its employees are not agents of the Government. Therefore, unless otherwise directed in writing by the CDC, contractor agrees to assist and monitor employee compliance with the following identification procedures:

- A. At the beginning of interactions with CDC employees, employees of other Governmental entities, members of the public, or the media (when such communication or interaction relates to the contractor's work with the CDC), contractors' employees will identify themselves as an employee of a contractor.

- B.** Contractors' employees will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages, in connection with contractual duties to the CDC:

Employee's name

Name of contractor

Center or office affiliation

Centers for Disease Control and Prevention

- C.** At the beginning of telephone conversations or conference calls, contractors' employees will identify themselves as an employee of a contractor.
- D.** Contractors should not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises. The only other exception is when a CDC management official has granted permission to use the CDC logo.
- E.** Contractors' employees will program CDC voice mail message to identify themselves as an employee of a contractor.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. Contractor acknowledges that contractor has read and fully understands this agreement.

Name of Contractor:

Signature of Authorized Representative of Contractor: _____

Date: _____

Copies retained by: Contracting Official and Contractor

EXHIBIT II

Centers for Disease Control and Prevention (CDC)
Contractors' Employee Non-Disclosure Agreement

I. Non-Public Information

I understand that in order to fulfill my responsibilities as an employee of **[Name of CDC contractor]**, I will have access to non-public information, including confidential and privileged information contained in Government-owned information technology systems. For purposes of this agreement, confidential information means Government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

I **[Name of Employee]**, agree to use non-public information only in performance of my responsibilities to the CDC. I agree further that I will not disclose, publish, divulge, release, or make known in any manner or

to any extent, to any individual other than an authorized Government employee, any non-public information that I may obtain in connection with the performance of my responsibilities to the CDC.

II. Procurement-Sensitive Information

I further agree that unless I have prior written permission from the CDC, I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any procurement-sensitive information gained in connection with the performance of my responsibilities to the CDC. I specifically agree not to disclose any non-public, procurement-sensitive information to employees of my company or any other organization unless so authorized in writing by the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Performance Work Statement (PWS), Requests for Contract (RFC), and Requests for Proposal (RFP); Responses to RFPs, including questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of Government personnel involved in the acquisition; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

I understand and agree that my access to any procurement-sensitive information may create a conflict of interest which will preclude me, my current employer, or a future employer from becoming a competitor for any resulting Government acquisition derived from this information. Therefore, if I participate in any discussions relating to procurement-sensitive information, assist in developing any procurement-sensitive information, or otherwise obtain any procurement-sensitive information during the course of performing my duties at the CDC, I understand and agree that I, my current employer, and any future employer(s) may be excluded from competing for any resulting acquisitions.

III. Special Non-Disclosure Clause for Contractors with Access to CDC Grants Management and Procurement-Related Information Technology Systems

In addition to complying with the non-disclosure requirements and safeguards stated above, I understand that my authorization to use CDC's grants management and procurement systems is strictly limited to the access and functions necessary for the performance of my responsibilities to the CDC and which have been approved in advance by the CDC. I understand that I am not authorized to enter procurement requests for any requirements pertaining to contracts or subcontracts held by me or my employer.

IV. Identification as a Non-Government Employee

I understand that as an employee of a Government contractor, I represent an independent organization and I am not an agent of the Government. Therefore, I agree that unless I have prior written authorization from the CDC, I will, at the beginning of interactions with CDC employees, employees of other Governmental entities, members of the public, or the media (when such communication or interaction relates to the contractor's work with the CDC), identify myself as an employee of a contractor. I further agree to use the following identification procedures in connection with my work at the CDC:

A. I will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages:

Employee's name

Contractor:

Center or office Affiliation
Centers for Disease Control and Prevention

B. I will identify myself as an employee of a contractor at the beginning of telephone conversations or conference calls;

C. I will not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises; the only other exception is when a CDC management official has granted permission to use the CDC logo.

D. I will program my CDC voice mail message to identify myself as a contractors' employee.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. I acknowledge that I have read and fully understand this agreement.

Name of Contractor: _____

Name of Employee: _____

Signature of Employee: _____

Date: _____

Copies retained by: Contracting Official, Contractor, and Employee

(End of Clause)

H.10 Identification of Data (May 1998)

The Contractor shall identify the technical data delivered to the Government as required by this contract with the number of the contract and applicable task order number and the name and address of the Contractor or subcontractor that generated the data.

(End of Clause)

H.11 Prohibition of Food, Meals and Light Refreshments (Jun 2012)

The inclusion of food, meals, beverages or light refreshments is expressly prohibited in the performance of this contract and is considered an unallowable contract expense. This prohibition on the inclusion of food shall be flowed down and included in all subcontracts, purchase orders, and agreements issued in the performance of this contract. Food and meals may not be accepted and shall not be provided even if offered at no additional cost to CDC.

(End of Clause)

H.12 Use of Funds for Promotional Items

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

(End of Clause)

H.13 Use of Data

All data collected, generated, manipulated or otherwise processed under this contract are subject to the Privacy Act Clause (HHSAR 352.224.70) of this contract. In accordance with the above cited clause, proposed publications based on the data must be submitted for prior review of the Contracting Officer, to identify any inadvertent disclosure by the Contractor or (1) individual specific data, or (2) data subject to confidentiality by a collaborator. The Government may allow use of the data for purposes other than direct contract performance. The Government reserves the option to require the Contractor to provide any or all data to other sources, to develop a "Public Use Tape," with accompanying instructions guiding users on the interpretation and use of the contract data materials, or to develop summary datasets or tabulations. The price of the contract may be modified to reflect this in scope change so that the contractor can perform such data preparation tasks under the contract. The Contractor agrees to comply with whatever data disposition instruction pertaining to delivered data as may later be issued by the Contracting Officer. On or before contract expiration, the Contractor shall deliver (or otherwise dispose per the Contracting Officer's directives) all data compilations, including databases, tapes, software programs used to interpret or manipulate data, weight calculation files, data collection forms, file definitions, various edited databases, first produced under this contract to the Contracting Officer's Representative (COR) with the following exceptions:

- 1) Contractor may retain one copy for archival purposes, for research and educational purposes, and for publication purposes.

- 2) Contractor will retain data necessary to comply with other Federal data retention requirements, such as requirements pertaining to clinical trials or the Food and Drug Administration's rules pertaining to drug applications.

The Contractor has the right to publish scientific and technical articles based on or containing data generated under the contract and published in academic, technical or professional journals, symposia, proceedings or similar works (re FAR 52.227-14c). The Government retains ownership of data generated under the contract, specifically with respect to providing the data to third party commercial partners for regulatory filings. All requests that the Contractor receives from third parties for access to the data must be referred to the Contracting Officer for approval. Release and use restrictions: Before the Contractor submits a paper or abstract for publication or otherwise intends to publicly disclose information about data produced under the Contract, COR shall be provided thirty (30) days to review the proposed publication or disclosure before submission to assure that proprietary/Confidential Information is protected. The publication or other disclosure shall be delayed for up to thirty (30) additional days upon written request by COR as necessary to preserve U.S. or foreign patent or Intellectual Property rights. Also, the Contractor agrees to delay any disclosure including publication, presentation, or distribution on the results of the work of any contract project, the results of which are intended for a multicenter publication by the participating contractors.

The Contractor agrees to abide by the manner and timing of the publication that is mutually agreed to prior to initiation of the study. If such publication has not been submitted for publication within twenty-four (24) months of the date of completion of editing of the final data set, the Contractor will have the right to publish independently. If the Government requests, the Contractor agrees to provide manuscripts of such independent publications or presentations for review thirty days before submission for publication. The publication or other disclosure shall be delayed for up to thirty (30) additional days upon written request by COR as necessary to preserve U.S. or foreign patent or Intellectual Property rights.

(End of Clause)

H.14 Government Property (Jul 2017)

(a) Government-Furnished Property (GFP). In accordance with the terms of FAR 52.245-1, Government Property, the Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government.

(b) Contractor-Acquired Property (CAP). The Contractor must receive written consent from the Contracting Officer prior to purchase of any CAP not expressly identified in the contract, and as defined in FAR 52.245-1.

(c) Accountable and Sensitive Government Property. The Government will provide property labels and other identification for contractor-acquired Government property that is considered Accountable as defined in the [HHS Logistics Management Manual \(LMM\)](https://intranet.hhs.gov/about/hhs/manuals/lmm/index.html) <https://intranet.hhs.gov/about/hhs/manuals/lmm/index.html> or considered Sensitive as defined in [CDC's Sensitive Items List](http://intranet.cdc.gov/ofr/documents/contracts/Authorized-Prohibited-List.pdf) (<http://intranet.cdc.gov/ofr/documents/contracts/Authorized-Prohibited-List.pdf>)

(d) The contractor shall be responsible for the control and accountable record keeping of any Government property used in the performance of this contract predominately outside the confines of a Government controlled workspace in accordance with the HHS Contracting Guide found on the

[OSSAM Government Property and Contractors Property intranet page.](http://intranet.cdc.gov/ossam/property-shipping-receiving/property-management/government-property-contractors/index.html)
(<http://intranet.cdc.gov/ossam/property-shipping-receiving/property-management/government-property-contractors/index.html>)

(e) The Chief of the Office of Safety, Security and Asset Management (OSSAM), Asset Management Services Office, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor shall identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the HHS Contracting Guide.

(End of Clause)

H.15 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Jun 2020)

(a) Holidays

Government personnel observe the following listed days as holidays:

Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day
New Year's Day
Columbus Day
Martin Luther King Day

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by Presidential proclamation

For purposes of contract performance, the Contractor shall observe the above holidays on the date observed by the Government. Observance of such days shall not be cause for an additional period of performance or entitlement to compensation except as otherwise set forth in the contract. No form of holiday or other premium compensation will be reimbursed ; however, this does not preclude reimbursement for overtime work authorized in writing by the Contracting Officer.

(b) Unscheduled Facility Closures

In the event Government facilities are closed due to inclement weather, potentially hazardous or unsafe conditions, or other special circumstances, contractor personnel assigned to work within those facilities are automatically dismissed. Notwithstanding the terms herein, the contractor shall comply with any specific contract terms that require a level of ongoing support for critical operations during times of facility closure. The contractor may also continue to provide support under a scheduled telework arrangement in accordance with the terms of the contract if the contract expressly authorizes telework in writing.

(c) Cost Impact

Accounting for costs associated with an unscheduled facility closure is unique to each contract and depends upon a number of factors such as:

- i) Contract type, e.g. Fixed Price, Time and Materials, or Cost Reimbursement.
- ii) Contractor's established management and accounting practices for unproductive time.
- iii) The inclusion and applicability of other contract terms & conditions.
- iv) The ability of the contractor to mitigate costs by reassigning employees to work on other contracts, to work from a different facility, or to work remotely from home in accordance with contract telework provisions.

(End of Clause)

H.16 Performance-Based Services Contracting (PBSC)

Performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable. For information about PBSC, refer to the Federal Acquisition Community's Acquisition Central site at http://acquisition.gov/comp/seven_steps/index.html. PBSC task orders must include at a minimum:

- (a) Performance requirements that define the work in measurable, mission-related terms;
- (b) Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;
- (c) A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan that describes how the Contractor's performance will be measured against the performance standards or service level agreements (SLAs); and
- (d) If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards/SLAs.

(End of Provision)

H.17 HSSAR 352.270-4a Notice to Offerors, Protection of Human Subjects (December 18, 2015)

(a) The Department of Health and Human Services (HHS) regulations for the protection of human subjects, 45 CFR part 46, are available on the Office for Human Research Protections (OHRP) website at: <http://www.hhs.gov/ohrp/index.html>.

These regulations provide a systematic means, based on established ethical principles, to safeguard the rights and welfare of human subjects participating in research activities supported or conducted by HHS.

(b) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains data or identifiable public information through intervention or interaction with the individual, or identifiable private information. In most cases, the regulations extend to the use of human organs, tissue, and body fluids from individually identifiable human subjects as well as to graphic, written, or recorded information derived from individually identifiable human subjects. **45 CFR part 46 does not directly regulate the use of autopsy materials; instead, applicable state and local laws govern their use.**

(c) Activities which involve human subjects in one or more of the categories set forth in **45 CFR 46.101(b)(1)-(6)** are exempt from complying with 45 CFR part 46. See <http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html>.

(d) Inappropriate designations of the noninvolvement of human subjects or of exempt categories of research in a project may result in delays in the review of a proposal.

(e) In accordance with **45 CFR part 46**, offerors considered for award shall file an acceptable Federal-wide Assurance (FWA) of compliance with OHRP specifying review procedures and assigning responsibilities for the protection of human subjects. The FWA is the only type of assurance that OHRP accepts or approves. The initial and continuing review of a research project by an institutional review board shall ensure that: the risks to subjects are minimized; risks to subjects are reasonable in relation to anticipated benefits, if any, to subjects, and the importance of the knowledge that may reasonably be expected to result; selection of subjects is equitable; and informed consent will be obtained and documented by methods that are adequate and appropriate. Depending on the nature of the research, additional requirements may apply; see <http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html#46.111> for additional requirements regarding initial and continuing review. HHS regulations for the protection of human subjects (**45 CFR part 46**), information regarding OHRP registration and assurance requirements/processes, and OHRP contact information is available at the OHRP website (at <http://www.hhs.gov/ohrp/assurances/index.html>).

(f) Offerors may consult with OHRP only for general advice or guidance concerning either regulatory requirements or ethical issues pertaining to research involving human subjects. ONLY the contracting officer may offer information concerning a solicitation.

(g) The offeror shall document in its proposal the approved FWA from OHRP, related to the designated Institutional Review Board (IRB) reviewing and overseeing the research. If the offeror does not have an approved FWA from OHRP, the offeror must obtain an FWA before the deadline for proposal submission. When possible, the offeror shall also certify the IRB's review and approval of the research. If the offeror cannot obtain this certification by the time of proposal submission they must include an explanation in their proposal. Never conduct research covered by 45 CFR part 46 prior to receiving certification of the research's review and approval by the IRB.

(End of provision)

H.18 HHSAR 352.270-4b Protection of Human Subjects (December 18, 2015)

(a) The Contractor agrees that the rights and welfare of human subjects involved in research under this contract shall be protected in accordance with **45 CFR part 46** and with the Contractor's current Federal-wide Assurance (FWA) on file with the Office for Human Research Protections (OHRP), Department of Health and Human Services. The Contractor further agrees to provide certification at least annually that the Institutional Review Board has reviewed and approved the procedures, which involve human subjects in accordance with **45 CFR part 46** and the Assurance of Compliance.

(b) The Contractor shall bear full responsibility for the performance of all work and services involving the use of human subjects under this contract and shall ensure that work is conducted in a proper manner and as safely as is feasible. The parties hereto agree that the Contractor retains the right to control and direct the performance of all work under this contract. Nothing in this contract shall create an agency or employee relationship between the Government and the Contractor, or any subcontractor, agent or employee of the Contractor, or any other person, organization, institution, or group of any kind whatsoever. The Contractor agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent Contractor without creating liability on the part of the Government for the acts of the Contractor or its employees.

(c) Contractors involving other agencies or institutions in activities considered to be engaged in research involving human subjects must ensure that such other agencies or institutions obtain their own FWA if

they are routinely engaged in research involving human subjects or ensure that such agencies or institutions are covered by the Contractors' FWA via designation as agents of the institution or via individual investigator agreements (see OHRP website at: <http://www.hhs.gov/ohrp/policy/guidanceonalternativetofwa.pdf>).

(d) If at any time during the performance of this contract the Contractor is not in compliance with any of the requirements and or standards stated in paragraphs (a) and (b) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. The Contracting Officer may communicate the notice of suspension by telephone with confirmation in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, after consultation with OHRP, terminate this contract in whole or in part.

(End of clause)

H.19 HHSAR 352.270-12 Needle Exchange (December 18, 2015)

The Contractor shall not use any funds obligated under this contract to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

(End of Clause)

H.20 Telework (If applicable on a Task Order)

For some Task orders with performance on-site at CDC campuses, tele-work may be permitted in certain situations. The Contractor may submit a voluntary telework plan for situational tele-work only for their employees. If authorized by the Contracting Officer, the tele-work would be permitted only during special circumstances (e.g. office space limitations, unscheduled facility closures due to emergencies, weather conditions or unforeseen situations).

(End of Provision)

H.21 Point of Contact

The Contractor shall designate a senior person from the key personnel as the point of contact during normal business hours. This person does not have to be located in Atlanta, but shall be available for meetings during normal business hours, and have the authority to direct personnel and make decisions. Should the person be unavailable when scheduled to be, the Contractor shall notify the COR of the name of the designated alternate point of contact. The designated person shall have the authority of the Program Manager to direct personnel and shall be accountable to the directions of the COR. The Contractor shall provide to the COR a contact and backup contact who shall be on-call to make decisions as required during non-business hours.

(End of Clause)

H.22 Travel

1. The Contractors may be required to attend meetings, conferences, seminars, or workshops in relation to the requirements. Travel related documents generated or developed under the travel aspects of this requirement are not deliverables, but are to be considered as inherent to the performance of the task order.

Travel may be reimbursed according to the Government's travel regulations plus contractor's applicable G&A and/or as negotiated on each task order.

Contractor may be required to provide their travel policy to the Government for review and approval. If contractor does not have a travel policy at the time of such request, contractor shall develop one.

2. Travel/Overseas Travel: The Contractor shall coordinate all travel requirements with the CDC Contracting Officer's Representative (COR) and obtain written approval from the COR prior to beginning such travel. The Contractor shall comply with FAR 31.205-46 Travel Costs. Accordingly, travel costs shall not exceed the maximum per diem rates set forth in the Federal Travel Regulation (FTR) unless written approval is obtained from the Contracting Officer before incurring travel costs in accordance with FAR 31.205-46 procedures. The FTR per diem rates and regulations are available at the following web site: <http://www.gsa.gov/portal/category/100120>
3. Unless the task order stipulates otherwise, travel will be included in a separate CLIN and will be cost reimbursable. Accordingly, the contractor shall submit receipts for airfare, lodging, car rentals, and other incidental expenses as applicable when submitting invoices which include travel costs. Travel may be included as part of the overall negotiated FFP if it is well defined and negligible in amount (e.g. NTE \$5,000.00)

H.23 Inherently Governmental Functions

Pursuant to FAR 7.503 some services are inherently governmental in nature and shall not be performed by contractors. Some services described in the performance work statement may be closely associated with inherently governmental functions. Contractor must be cautious when performing tasks for services closely associated with inherently governmental functions and must not perform inherently governmental functions see FAR 7.503 for complete description. Contractors may be required to sign a non-disclosure agreement specifically related to not performing inherently governmental functions under a particular task order.

H.24 Works other than Software Development or Enhancements

The FAR clauses 52.227-14 -- Rights in Data – General, 52.227-15 -- Representation of Limited Rights Data and Restricted Computer Software, 52.227-16 -- Additional Data Requirements, and 52.227-17 – Rights in Data -- Special Works will be incorporated into individual task orders at award as required.

H.25 Baseline Security Requirements

A. Baseline Security Requirements

- 1) **Applicability.** The requirements herein apply whether the entire contract or order (hereafter "contract"), or portion thereof, includes either or both of the following:
 - a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
 - b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) employee will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of "information technology" (IT), the term as used in this section 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.

- 2) **Safeguarding Information and Information Systems.** In accordance with the Federal Information Processing Standards Publication (FIPS)199, *Standards for Security Categorization of Federal Information and Information Systems*, the Contractor (and/or any subcontractor) shall:
- Protect government information and information systems in order to ensure:
 - Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - Availability**, which means ensuring timely and reliable access to and use of information.
 - Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, **within one (1) hour or less**, bring the situation to the attention of the other party.
 - Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
 - Comply with the Privacy Act requirements and tailor FAR clauses as needed.
- 3) **Information Security Categorization.** In accordance with FIPS 199 and National Institute of Standards and Technology ([NIST Special Publication \(SP\) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Appendix C](#)), and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Confidentiality: ☐ Low ☒ Moderate ☐ High

Integrity: ☐ Low ☒ Moderate ☐ High

Availability: ☐ Low ☒ Moderate ☐ High

Overall Risk Level: ☐ Low ☒ Moderate ☐ High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

☐ No PII ☒ Yes PII

Complete this section using the information obtained from the Security and Privacy Checklist in Appendix A, parts A and B.

- 4) **Personally Identifiable Information (PII).** Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the

following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be: [] Low [X] Moderate [] High

- 5) **Controlled Unclassified Information (CUI).** CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with *Executive Order 13556, Controlled Unclassified Information, (implemented at 32 CFR, part 2002)* when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:
 - a. marked appropriately;
 - b. disclosed to authorized personnel on a Need-To-Know basis;
 - c. protected in accordance with NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations* applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* if handled by internal Contractor system; and
 - d. returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- 6) **Protection of Sensitive Information.** For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, *Protection of Sensitive Agency Information* by securing it with a FIPS 140-2 validated solution.
- 7) **Confidentiality and Nondisclosure of Information.** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and [CDC] policies. Unauthorized disclosure of information will be subject to the HHS/[CDC] sanction policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
- b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).
- 8) **Internet Protocol Version 6 (IPv6).** All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.
- 9) **Government Websites.** All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to

reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.

- 10) **Contract Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents to comply with contract deliverables as appropriate.

See [Appendix D](#) for baseline deliverables.

- 11) **Standard for Encryption.** The Contractor (and/or any subcontractor) shall:

- a. Comply with the *HHS Standard for Encryption of Computing Devices and Information* to prevent unauthorized access to government information.
- b. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
- c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and CDC-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
- d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with [FIPS 140-2](#). The Contractor shall provide a written copy of the validation documentation to the COR.
- e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to CDC Office of Chief Information Security Officer (OCISO).

- 12) **Contractor Non-Disclosure Agreement (NDA).** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the CDC non-disclosure agreement, as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

See [Appendix C](#) for the Contractor Non-Disclosure Agreement.

- 13) **Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)** – The Contractor shall assist the CDC Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.

- a. The Contractor shall assist the CDC SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the CDC SOP that a review is required based on a major change to the system (e.g., new uses of information collected, changes to the way information is shared or disclosed and for what purpose, or when new types of PII are collected that could introduce new or increased privacy risks), whichever comes first.

B. Training

- 1) **Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/CDC Contractor Information Security Awareness, Privacy, and Records Management training

(provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete *CDC Security Awareness Training (SAT)*, *Privacy*, and *Records Management* training at least **annually**, during the life of this contract. All provided training shall be compliant with HHS training policies.

- 2) **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training (RBT) **within 60 days** of assuming their new responsibilities. Thereafter, they shall complete RBT at least **annually** in accordance with HHS policy and the *HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum*.

All HHS employees and contractors with SSR who **have not** completed the required training within the mandated timeframes shall have their user accounts disabled until they have met their RBT requirement.

Training Records. The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. A copy of the training records shall be provided to the CO and/or COR within **30 days** after contract award and **annually** thereafter or upon request.

C. Rules of Behavior

- 1) The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the *HHS Information Technology General Rules of Behavior*.
- 2) All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least **annually** thereafter, which may be done as part of annual *CDC Security Awareness Training*. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

D. Incident Response

FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The *HHS Policy for IT Security and Privacy Incident Reporting and Response* further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (03 January 2017) states:

Definition of an Incident:

An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Definition of a Breach:

The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

It further adds:

A breach is not limited to an occurrence where a person other than an authorized user potentially accesses PII by means of a network intrusion, a targeted attack that exploits website vulnerabilities, or an attack executed through an email message or attachment. A breach may also include the loss or theft of physical documents that include PII and portable electronic storage media that store PII, the inadvertent disclosure of PII on a public website, or an oral disclosure of PII to a person who is not authorized to receive that information. It may also include an authorized user accessing PII for an other than authorized purpose.

The HHS *Policy for IT Security and Privacy Incident Reporting and Response* further defines a breach as “a suspected or confirmed incident involving PII”.

Contracts with entities that collect, maintain, use, or operate Federal information or information systems on behalf of CDC shall include the following requirements:

- 1) The contractor shall cooperate with and exchange information with CDC officials, as deemed necessary by the CDC Breach Response Team, to report and manage a suspected or confirmed breach.
- 2) All contractors and subcontractors shall properly encrypt PII in accordance with OMB Circular A-130 and other applicable policies, including CDC-specific policies, and comply with HHS-specific policies for protecting PII. To this end, all contractors and subcontractors shall protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
- 3) All contractors and subcontractors shall participate in regular training on how to identify and report a breach.
- 4) All contractors and subcontractors shall report a suspected or confirmed breach in any medium as soon as possible and no later than 1 hour of discovery, consistent with applicable CDC IT acquisitions guidance, HHS/CDC and incident management policy, and United States Computer Emergency Readiness Team (US-CERT) notification guidelines. To this end, the Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC) or CDC Computer Incident Response Team (CSIRT) within 24 hours via email at csirt@cdc.gov or telephone at 866-655-2245, whether the response is positive or negative.
- 5) All contractors and subcontractors shall be able to determine what Federal information was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access Federal information, and identify the initial attack vector.
- 6) All contractors and subcontractors shall allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with HHS/CDC Policy and the HHS/CDC Breach Response Plan and to assist with responding to a breach.
- 7) Cloud service providers shall use guidance provided in the FedRAMP Incident Communications Procedures when deciding when to report directly to US-CERT first or notify CDC first.
- 8) Identify roles and responsibilities, in accordance with HHS/CDC Breach Response Policy and the HHS/CDC Breach Response Plan. To this end, the Contractor shall NOT notify affected individuals unless and until so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, all notifications must be pre-approved by the appropriate CDC officials, consistent with HHS/CDC Breach Response Plan, and the Contractor shall then send CDC- approved notifications to affected individuals; and,
- 9) Acknowledge that CDC will not interpret report of a breach, by itself, as conclusive evidence that the contractor or its subcontractor failed to provide adequate safeguards for PII.

E. Position Sensitivity Designations

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR).

The requiring activity representative, in conjunction with Personnel Security, shall use the OPM Position Sensitivity Designation automated tool (<https://www.opm.gov/investigations/>) to determine the sensitivity designation for background investigations. After making those determinations, include all applicable position sensitivity designations.

F. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, *Policy for a Common Identification Standard for Federal Employees and Contractors*; OMB M-05-24; FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Contractors*; HHS HSPD-12 policy; and *Executive Order 13467, Part 1 §1.2*.

For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>

Roster. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO by the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted immediately upon change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member.

If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

G. Contract Initiation and Expiration

- 1) **General Security Requirements.** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HHS EPLC framework and methodology and in accordance with the HHS Contract Closeout Guide (2012).

HHS EA requirements may be located here: <https://www.hhs.gov/ocio/ea/documents/proplans.html>
 CDC EPC Requirements: <https://www2a.cdc.gov/CDCup/library/other/eplc.htm>

- 2) **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, *Security Considerations in the System Development Life Cycle*, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
- 3) **Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- 4) **Notification.** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO before an employee stops working under this contract.
- 5) **Contractor Responsibilities Upon Physical Completion of the Contract.** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from

Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or CDC policies.

- 6) The Contractor (and/or any subcontractor) shall perform and document the actions identified in the CDC Out-Processing Checklist (http://intranet.cdc.gov/od/hcrmo/pdfs/hr/Out_Processing_Checklist.pdf) when an employee terminates work under this contract. All documentation shall be made available to the CO and/or COR upon request.

H. Records Management and Retention

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS policies and shall not dispose of any records unless authorized by HHS.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS policies.

Standard-2: Requirements for Procurements Involving Privacy

Appropriate security controls and Rules of Behavior should be incorporated to protect the confidentiality of information, proprietary, sensitive, and Personally Identifiable Information (PII) the Contractor may come in contact with during the performance of this contract.

Standard-3: Procurements Involving Government Information Processed on GOCO or COCO Systems

A. Security Requirements for GOCO and COCO Resources

- 1) **Federal Policies.** The Contractor (and/or any subcontractor) shall comply with applicable federal directives that include, but are not limited to, the *HHS Information Security and Privacy Policy (IS2P)*, the *CDC Protection of Information Resources* policy; *Federal Information Security Modernization Act (FISMA) of 2014, (44 U.S.C. 101)*; National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*; Office of Management and Budget (OMB) Circular A-130, *Managing Information as a Strategic Resource*; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.
- 2) **Security Assessment and Authorization (SA&A).** A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO prior to any use of the system in a production capacity, i.e., its intended users able to collect, store, process or transmit data to fulfill the system's function. The Contractor shall conduct the SA&A requirements in accordance with *HHS IS2P/ CDC Protection of Information Resources*; the *CDC IT Security Program Implementation Standards*; the *CDC Security Assessment and Authorization (SA&A) Standard Operating Procedure*; and NIST SP 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach* (latest revision).

CDC acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

- a. **SA&A Package Deliverables** - The Contractor (and/or any subcontractor) shall provide an SA&A package to the C/I/O Information System Security Officer (ISSO) in accordance with the timeline, process and formats proscribed for a Full system authorization in the CDC Security Assessment and Authorization Standard Operating

Procedure (CDC SA&A SOP). The following SA&A deliverables are required to complete the SA&A package:

- **Baseline System Information (BSI)** – The Contractor will document a system overview, in accordance with the timeline, process and formats described in the *CDC SA&A SOP*. The BSI will include information concerning: system identification and ownership; system data, information types, impact levels and system categorization; system functional description / general purpose; system authorization boundary and environment; system user descriptions; and system interconnections and dependencies. The Contractor shall update the BSI at least **annually** thereafter.
- **Privacy Threshold Analysis / Privacy Impact Analysis** – The Contractor (and/or any subcontractor) shall provide a PTA/PIA (as appropriate), in accordance with the timeline, process and formats described in the *CDC SA&A SOP*, if applicable. Also see the sections of this contract concerning “Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)” and “Requirements for Procurements Involving Privacy Act Records.”

NOTE: If social security numbers (SSN) are expected to be handled by the system, the program and Contractor must include a *SSN Elimination or Usage Approval Request* along with the PTA/PIA. That request will be processed in accordance with the *OCISO Standard for Limiting the Use of Social Security Numbers in CDC Information Systems*.

- **System Security Plan (SSP)** – The SSP must be provided in a digital format supporting copy or export of all content into the HHS/CDC automated SA&A tool. The SSP shall comply with the NIST SP 800-18, *Guide for Developing Security Plans for Federal Information Systems*, the Federal Information Processing Standard (FIPS) 200, *Recommended Security Controls for Federal Information Systems*, and NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations* applicable baseline requirements, and other applicable NIST guidance as well as HHS and CDC policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor’s bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment (including an inventory of all devices and software contained within the system boundary) and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least **annually** thereafter.
- **Risk Assessment Report (RAR)** The initial security assessment shall be conducted by the Contractor in conjunction with the program’s Information System Security Officer, consistent with NIST SP 800-53A, NIST SP 800-30, and HHS and CDC policies. The assessor will document and submit the assessment results in the RAR, in accordance with the process and formats described in the *CDC SA&A SOP*. The Contractor shall address all “High” deficiencies before submitting the package to the Government for acceptance. All remaining deficiencies must be documented in a system Plan of Actions and Milestones (POA&M) for CDC OCISO approval in accordance with the *CDC SA&A SOP*. Thereafter, the Contractor, in coordination with CDC shall conduct an assessment of the security controls and update the RAR within 365 days.

POA&M –The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and CDC policies. Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the Security Assessment Report (SAR), shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, CDC may require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.

- **Contingency Plan and Contingency Plan Test** –The Contingency Plan must be developed in accordance with NIST SP 800-34, *Contingency Planning Guide for Federal Information Systems*, and be consistent with HHS and CDC policies. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. Thereafter, the Contractor shall update and test the Contingency Plan at least *annually*.
- **E-Authentication Assessment** – The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04; NIST SP 800-63, *Digital Identity Guidelines*; the *OCISO Standard for Electronic Authentication (E-Authentication)*; and the *CDC SA&A SOP*.

Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

- b. Information Security Continuous Monitoring. Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/or transmit government information, shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, *Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations*, and HHS IS2P. The following are the minimum requirements for ISCM:
 - **Annual Assessment/Pen Test** - Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results (this may involve penetration testing conducted by the agency or independent third-party). In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by specified due date.
 - **Asset Management** - Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-owned information/data. It is anticipated that this inventory information will be required to be produced at least annually. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
 - **Configuration Management** - Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines at least annually. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.
 - **Vulnerability Management** - Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be

compliant with NIST-specified SCAP standards for vulnerability identification and management. The contractor shall maintain a capability to provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency at least annually.

- **Patching and Vulnerability Remediation** - Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeline per OCISO Vulnerability Remediation Framework Standard.
- **Secure Coding** - Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
- **Boundary Protection** - The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities is routed through a Trusted Internet Connection (TIC).

- 1) **Government Access for Security Assessment.** In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:
 - a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.

The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross-site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.

- b. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.
- c. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
- d. Cooperate with inspections, audits, investigations, and reviews.

- 2) **End of Life Compliance.** The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with HHS *End-of-Life Operating Systems, Software, and Applications Policy*.
- 3) **Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor.** The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:
 - a. Encrypt information categorized as moderate or high impact as required by OMB Memorandum A-130, *Managing Information as Strategic Resource*, in accordance with the HHS *Standard for Encryption of Computing Devices and Information* and FIPS 140-2.
 - b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB) and HHS *Minimum Security Configuration Standards*;
 - c. Maintain the latest operating system patch release and anti-virus software definitions;
 - d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
 - e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
 - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
 - Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.
- 4) **Change Management.** Once a system is authorized, all changes must be approved by CDC in accordance with NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*; the *HHS IS2P*; and the timeline, process and formats proscribed in the CDC *OCISO Change Management Standard Operating Procedure*.
- 5) **Retirement / Decommissioning.** When the CDC program and Contractor determine the system is no longer required, it must be decommissioned in accordance NIST SP 800-88, *Guidelines for Media Sanitization*; the *HHS IS2P*; and the timeline, process and formats proscribed in the CDC *OCISO System Retirement Standard Operating Procedure*.

Standard-4: Contracts Involving Cloud Services

A. HHS FedRAMP Privacy and Security Requirements

The Contractor (and/or any subcontractor) shall be responsible for the following privacy and security requirements:

- 1) **FedRAMP Compliant ATO.** Comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. If a FedRAMP compliant ATO has not been granted, the Contractor shall submit a plan to obtain a FedRAMP compliant ATO.

- a. Implement applicable FedRAMP baseline controls commensurate with the agency-defined security categorization and the applicable FedRAMP security control baseline (www.FedRAMP.gov). The *HHS Information Security and Privacy Policy (IS2P)* and *HHS Cloud Computing and Federal Risk and Authorization Management Program (FedRAMP) Guidance* further define the baseline policies as well as roles and responsibilities. The Contractor shall also implement a set of additional controls identified by the agency when applicable.
- b. A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.
 - 2) **Data Jurisdiction.** The contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS) if so required.
 - 3) **Service Level Agreements.** *Add when applicable* The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with CDC to develop and maintain an SLA.
 - 4) **Interconnection Agreements/Memorandum of Agreements.** *Add when applicable* The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements/Understanding in accordance with HHS/CDC policies.

B. Protection of Information in a Cloud Environment

- 1) If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS/CDC policies.
- 2) HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within *one (1) business day* from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.
- 3) The Contractor (and/or any subcontractor) shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.
- 4) The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
 - a. Maintenance of links between records and metadata, and
 - b. Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.
- 5) The disposition of all HHS data shall be at the written direction of HHS/CDC. This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
- 6) If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the contract language herein related to "Requirements for Procurements Involving Privacy Act Records".

C. Security Assessment and Authorization (SA&A) Process

- 1) The Contractor (and/or any subcontractor) shall comply with HHS and FedRAMP requirements as mandated by federal laws, regulations, and HHS policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and HHS/CDC security policies and in accordance with the contract language herein related to "Procurements Involving Government Information Processed on GOCO or COCO Systems".
- a. In addition to the FedRAMP compliant ATO, the contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation in accordance with the contract language herein related to "Procurements Involving Government Information Processed on GOCO or COCO Systems". The agency ATO must be approved by the CDC Authorizing Official (AO) prior to implementation of system and/or service being acquired.
- b. CSP systems must leverage a FedRAMP accredited third-party assessment organization (3PAO).
- c. For all acquired cloud services, the SA&A package must contain documentation in accordance with the contract language herein related to "Procurements Involving Government Information Processed on GOCO or COCO Systems". Following the initial ATO, the Contractor must review and maintain the ATO in accordance with HHS/CDC policies.
- 2) HHS reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If HHS exercises this right, the Contractor (and/or any subcontractor) shall allow HHS employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with HHS requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.
- 3) The Contractor must identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, HHS may require remediation at the contractor's expense, before HHS issues an ATO.
- 4) The Contractor (and/or any subcontractor) shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All vulnerabilities and other risk findings shall be remediated by the prescribed timelines from discovery: (1) critical vulnerabilities no later than **thirty (30) days** and (2) high, medium and low vulnerabilities no later than **sixty (60) days**. In the event a vulnerability or other risk finding cannot be mitigated within the prescribed timelines above, they shall be added to the designated POA&M and mitigated within the newly designated timelines. For all system-level weaknesses, the following are specified mitigation timelines from weakness creation date in the POA&M:
 - a. **30 days** for critical weaknesses;
 - b. **60 days** for high weaknesses;
 - c. **180 days** for medium weaknesses; and
 - d. **365 days** for low weakness.
 - e. HHS will determine the risk rating of vulnerabilities using FedRAMP baselines.

- 5) **Revocation of a Cloud Service.** HHS/[CDC/OCIO] have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet HHS and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, HHS and/or [CDC] may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

D. Reporting and Continuous Monitoring

- 1) Following the initial ATOs, the Contractor (and/or any subcontractor) must perform the minimum ongoing continuous monitoring activities specified below, submit required deliverables by the specified due dates, and meet with the system/service owner and other relevant stakeholders to discuss the ongoing continuous monitoring activities, findings, and other relevant matters. The CSP will work with the agency to schedule ongoing continuous monitoring activities.
- 2) At a minimum, the Contractor must provide the following artifacts/deliverables on a **monthly** basis:
 - a. Vendor/Contractor that owns infrastructure where the system resides:
 - i. Perform periodic Authenticated Vulnerability Scans and Application Scans (if applicable) according to OCISO ISCM guidance
 - ii. Perform weekly scans (at a minimum) and provide results to C/I/O/ISSO and OCISO ISCM for systems with a FIPS 199 impact level of High, HVA, or if the system contains PII, and ensure scan results are submitted in either CSV or PDF format
 - iii. Remediate vulnerabilities in accordance with OCISO Vulnerability Remediation Framework Policy
 - iv. Advise the C/I/O/ISSO for any instance when critical/high vulnerabilities cannot be remediated as in accordance with the OCISO Vulnerability Framework Standard
 - v. Submit monthly Authenticated Vulnerability scans and Application scans (if applicable) to CDC (business owner) and C/I/O/ISSO
 - b. Business Stewards (such as System Owner):
 - i. Confirm Vendor/Contractor is performing Authenticated Vulnerability Scans and Application Scans (if applicable) according to OCISO ISCM guidance
 - ii. Review monthly Authenticated Vulnerability Scans and Application Scans (if applicable); Develop POA&Ms as needed
 - iii. Submit monthly Authenticated Vulnerability Scans and Application Scans (if applicable) to OCISO ISCM
 - iv. Submit written waiver requests to the CISO when systems cannot comply with the provisions of this standard
 - v. Track remediation/mitigation of security gaps to closure
 - c. Operating system, database, Web application, and network vulnerability scan results;
 - d. Updated POA&Ms;
 - e. Any updated authorization package documentation as required by the annual attestation/assessment/review or as requested by the System Owner or AO; and
 - f. Any configuration changes to the system and/or system components or CSP's cloud environment, that may impact HHS/CDC's security posture. Changes to the

configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.

E. Configuration Baseline

- 1) The contractor shall certify that applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB), DISA Security Technical Implementation Guides (STIGs), Center for Information Security (CIS) Security Benchmarks or any other HHS-identified configuration baseline. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved HHS/CDC configuration baseline.
- 2) The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

F. Incident Reporting

Include Incident Response language from Section 2

- 1) The Contractor (and/or any subcontractor) shall provide an Incident and Breach Response Plan (IRP) in accordance with HHS CDC, OMB, and US-CERT requirements and obtain approval from the CDC. In addition, the Contractor must follow the incident response and US-CERT reporting guidance contained in the FedRAMP Incident Communications.
- 2) The Contractor (and/or any subcontractor) must implement a program of inspection to safeguard against threats and hazards to the security, confidentiality, integrity, and availability of federal data, afford HHS access to its facilities, installations, technical capabilities, operations, documentation, records, and databases within **72 hours** of notification. The program of inspection shall include, but is not limited to:
 - a. Conduct authenticated and unauthenticated operating system/network/database/Web application vulnerability scans. Automated scans can be performed by HHS/CDC personnel, or agents acting on behalf of HHS/CDC, using agency-operated equipment and/or specified tools. The Contractor may choose to run its own automated scans or audits, provided the scanning tools and configuration settings are compliant with NIST Security Content Automation Protocol (SCAP) standards and have been approved by the agency. The agency may request the Contractor's scanning results and, at the agency discretion, accept those in lieu of agency performed vulnerability scans.
 - b. In the event an incident involving sensitive information occurs, cooperate on all required activities determined by the agency to ensure an effective incident or breach response and provide all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. In addition, the Contractor must follow the agency reporting procedures and document the steps it takes to contain and eradicate the incident, recover from the incident, and provide a post-incident report that includes at a minimum the following:
 - Company and point of contact name;
 - Contract information;
 - Impact classifications/threat vector;
 - Type of information compromised;
 - A summary of lessons learned; and
 - Explanation of the mitigation steps of exploited vulnerabilities to prevent similar incidents in the future.

G. Media Transport

- 1) The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported outside controlled areas and/or facilities. These include information stored on digital and

non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards)

- 2) All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

H. Boundary Protection: Trusted Internet Connections (TIC)

- 1) The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities using cloud services is inspected by Trusted Internet Connection (TIC) processes.
- 2) The contractor shall route all external connections through a TIC.
- 3) **Non-Repudiation.** The contractor shall provide a system that implements FIPS 140-2 validated encryption that provides for origin authentication, data integrity, and signer non-repudiation.

Section I - Contract Clauses

I.1.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

<http://www.acquisition.gov>

<http://farsite.hill.af.mil/>

(End of Clause)

INCORPORATED BY REFERENCE	
FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Jun 2020)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)
52.203-7	Anti-Kickback Procedures (Jun 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-13	Contractor Code of Business Ethics and Conduct (Jun 2020)
52.203-16	Preventing Personal Conflicts of Interest (Jun 2020) (as applicable to only that portion of the contract that is for the performance of services – FAR 3.1106(b))
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Jun 2020)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)
52.215-2	Audit and Records - Negotiation – (Alternate II) (Aug 2016)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.216-7	Allowable Cost and Payment (Aug 2018)
52.217-5	Evaluation of Options (Jul 1990)
52.219-7	Notice of Partial Small Business Set-Aside (Mar 2020)
52.219-8	Utilization of Small Business Concerns (Oct 2018)
52.219-9	Small Business Subcontracting Plan (Jun 2020)
52.219-14	Limitations on Subcontracting (Mar 2020)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (Jun 2003)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-35	Equal Employment for Veterans (Jun 2020)
52.222-36	Affirmative Action for Workers With Disabilities (Jun 2020)
52.222-37	Employment Reports Veterans (Jun 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-41	Service Contract Labor Standards (Aug 2018)
52.222-50	Combating Trafficking in Persons (Jan 2019)
52.222-54	Employment Eligibility Verification (Oct 2015)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.223-6	Drug-Free Workplace (May 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-1	Buy American Act – Supplies (May 2014)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-3	Patent Indemnity (Apr 1984)
52.227-14	Rights in Data -- General (May 2014)
52.229-3	Federal, State, and Local Taxes (Feb 2013)
52.232-1	Payments (Apr 1984)
52.232-2	Payment under Fixed-Price Research and Development Contracts (Apr 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012)

52.232-8	Discounts for Prompt Payment (Feb 2002)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-11	Extras (Apr 1984)
52.232-17	Interest (May 2014)
52.232-18	Availability of Funds (Apr 1984)
52.232-23	Assignment of Claims (May 2014)
52.232-25	Prompt Payment (Jan 2017)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-1	Disputes (May 2014)
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-13	Bankruptcy (Jul 1995)
52.242-15	Stop-Work Order (Aug 1989)
52.243-1	Changes - Fixed Price (Aug 1987)
52.243-1	Changes - Fixed Price (Alternate I) (Apr 1984)
52.243-3	Changes - Time-and-Materials or Labor-Hours (Sep 2000)
52.243-7	Notification of Changes (Jan 2017)
52.244-2	Subcontracts (Jun 2020)
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-1	Government Property (Jan 2017)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-6	Termination (Cost-Reimbursement) (Alternate IV) (Sep 1996)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.249-14	Excusable Delays (Apr 1984)
52.245-1	Government Property (Apr 2012)
52.245-9	Use and Charges (Apr 2012)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
HHSAR SOURCE	TITLE AND DATE
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
352.227-70	Publications and Publicity (Dec 2015)
352.237-74	Non-Discrimination in Service Delivery (Dec 2015)
CDC0.H052	Health Insurance Portability & Accountability Act of 1996 (Sep 2008)
CDC0.H053	Health Information Technology (Jun 2020)

Section I-2 – Clauses Incorporated In Full Text

I.2.1 FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.2.2 FAR 52.216-18 Ordering (Aug 2020)

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

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

(c) A delivery order or task order is considered “issued” when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(e) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.2.3 FAR 52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months after the end date of this contract.

(End of clause)

I.2.4 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. 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 Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to expiration of the contract.

(End of Clause)

I.2.5 FAR 52.232-32 -- Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract’s description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor’s request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested.

The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I.2.6 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Health and Human Services Acquisition Regulation (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.2.7 HHSAR 352.211-1 Public Accommodations and Commercial Facilities. (Dec 2015)

The Contractor agrees as follows:

- (a) Except for ad hoc meetings necessary or incidental to contract performance, the Contractor shall develop a plan to assure that any event held pursuant to this contract will meet or exceed the minimum accessibility standards set forth in 28 CFR part 36-Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities. The Contractor shall submit the plan to the Contracting Officer and must receive approval prior to the event. The Contractor may submit a consolidated or master plan for contracts requiring numerous events in lieu of separate plans.
- (b) The Contractor shall manage the contract in accordance with the standards set forth in 28 CFR part 36.

(End of clause)

I.2.8 HHSAR 352.233-71 Litigation and Claims (Dec 2015)

(a) The Contractor shall provide written notification immediately to the Contracting Officer of any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract, including, but not limited to the performance of any subcontract hereunder; and any claim against the Contractor the cost and expense of which is allowable under the clause entitled "Allowable Cost and Payment."

(b) Except as otherwise directed by the Contracting Officer, the Contractor shall furnish immediately to the Contracting Officer copies of all pertinent documents received by the Contractor with respect to such action or claim. To the extent not in conflict with any applicable policy of insurance, the Contractor may, with the Contracting Officer's approval, settle any such action or claim. If required by the Contracting Officer, the Contractor shall effect an assignment and subrogation in favor of the Government of all the Contractor's rights and claims (except those against the Government) arising out of any such action or claim against the Contractor; and authorize representatives of the Government to settle or defend any such action or claim and to represent the Contractor in, or to take charge of, any action.

(c) If the Government undertakes a settlement or defense of an action or claim, the Contractor shall furnish all reasonable assistance in effecting a settlement or asserting a defense. Where an action against the Contractor is not covered by a policy of insurance, the Contractor shall, with the approval of the Contracting Officer, proceed with the defense of the action in good faith. The Government shall not be liable for the expense of defending any action or for any costs resulting from the loss thereof to the extent that the Contractor would have been compensated by insurance which was required by other terms or conditions of this contract, by law or regulation, or by written direction of the Contracting Officer, but which the Contractor failed to secure through its own fault or negligence. In any event, unless otherwise expressly provided in this contract, the Government shall not reimburse or indemnify the Contractor for any liability loss, cost, or expense, which the Contractor may incur or be subject to by reason of any loss, injury or damage, to the person or to real or personal property of any third parties as may accrue during, or arise from, the performance of this contract.

(End of clause)

Section J - List Of Attachments

Attachment 1		Doman 1- Sample Task Order 001 (To be priced by Offeror)
Attachment 2		Domain 2- Sample Task Order 002 (To be priced by Offeror)
Attachment 3		Domain 3- Sample Task Order 003 (To be priced by Offeror)
Attachment 4		Domain 4- Sample Task Order 004 (To be priced by Offeror)
Attachment 5		Domain 5- Sample Task Order 005 (To be priced by Offeror)
Attachment 6		Past Performance Form Instructions
Attachment 7		Labor Categories/ Labor Descriptions, Labor Rate Table
Attachment 8		ACH/Misc. Payment Enrollment Form (FOR INFORMATIONAL PURPOSES ONLY)
Attachment 9		Pricing Breakout Worksheet Example
Attachment 10		CPARS Rating and Contractor evaluation information (FORM INFORMATIONAL PURPOSES ONLY)
Attachment 11		Subcontracting Plan Template
Attachment 12		Risk Management Plan Format

Section K - Representations, Certifications, And Other Statements Of Offerors

K.1 FAR 52.204-8 Annual Representations and Certifications (Mar 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is

- 541618 Other Management Consulting Services (small business defined as \$16.5 Million in average annual receipts)
- 541713 Research and Technology in Nanotechnology (1000 employees)
- 611310 Colleges, Universities, and Professional Schools (small business defined as \$30 Million in average annual receipts)
- 621492 Kidney Dialysis Centers (\$41.5 Million)
- 622110 General Medical and Surgical Hospitals (small business defined as \$41.5 Million in average annual receipts)
- 623110 Nursing Care Facilities (Skilled Nursing Facilities) (small business defined as \$30 Million in average annual receipts)

(2) The small business size standard are listed above.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- ___ (i) [52.204-17](#), Ownership or Control of Offeror.
- ___ (ii) [52.204-20](#), Predecessor of Offeror.
- ___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ___ (vii) [52.227-6](#), Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.3 FAR 204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

((a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K.4 FAR 52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)

(a) *Definitions.* As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

K.6 FAR 52.219-1 Small Business Program Representations (Mar 2020)

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern means 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 in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern-

(1) Not less than 51 percent 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 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern-

(1) That 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

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and

unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is the following:

- 541618 Other Management Consulting Services (small business defined as \$16.5 Million in average annual receipts)
- 541713 Research and Technology in Nanotechnology (1000 employees)
- 611310 Colleges, Universities, and Professional Schools (small business defined as \$30 Million in average annual receipts)
- 621492 Kidney Dialysis Centers (\$41.5 Million)
- 622110 General Medical and Surgical Hospitals (small business defined as \$41.5 Million in average annual receipts)
- 623110 Nursing Care Facilities (Skilled Nursing Facilities) (small business defined as \$30 Million in average annual receipts)

(2) The small business size standards are listed above.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.7 FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that –

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.8 FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that –

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.9 FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan - Certification (Aug 2009)

- (a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K.10 Contact for Negotiation/Administration (June 2020)

Designate a person we may contact for contract administration in the event you or your organization receives a contract as a result of this solicitation:

Name: _____ Title: _____

Address: _____
(Street) (City) (State) (Zip Code)

Area Code: Telephone:

Bidder/Offeror is located in _____ Congressional District.

Contract will be performed in _____
(State) (City) (Congressional District)

K.11 Representations and Certification (June 2020)

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications contained herein). The Representations and Certifications must be executed by an individual authorized to bind the offeror.

The offeror makes the foregoing Representations and Certifications as a part of its proposal.

(Name of offeror)	(Solicitation Number)
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(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for false statements, if made by offerors, is prescribed in 18 U.S.C. 1001.

K.12 CDC42.0001 Contractor Performance Assessment Reporting System (CPARS) Requirements (Apr 2015)

In accordance with FAR 42.15, the Centers for Disease Control and Prevention (CDC) will review and evaluate contract performance. FAR 42.1502 and 42.1503 requires agencies to prepare evaluations of contractor performance and submit them to the Past Performance Information Retrieval System (PPIRS). The CDC utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to prepare and report these contractor performance evaluations. All information contained in these assessments may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor.

The CPARS system requires a contractor representative to be assigned so that the contractor has appropriate input into the performance evaluation process. The CPARS contractor representative will be given access to CPARS and will be given the opportunity to concur or not-concur with performance evaluations before the evaluations are complete. The CPARS contractor representative will also have the opportunity to add comments to performance evaluations.

The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described in the guides on the CPARS website. Refer to: www.cpars.gov for details and additional information related to CPARS, CPARS user access, how contract performance assessments are conducted, and how Contractors participate. Access and training for all persons responsible for the preparation and review of performance assessments is also available at the CPARS website.

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.

Provide the current CPARS representative information below.

PRINT OR TYPE NAME

EMAIL ADDRESS AND PHONE NUMBER

[End of Provision]

Section L - Instructions, Conditions, And Notices To Offerors

Section L-1 – Provisions Incorporated By Reference

L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

<http://farsite.hill.af.mil/>

(End of Provision)

FAR SOURCE

TITLE AND DATE

52.204-6	Unique Entity Identifier (Oct 2016)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-1	Instructions to Offerors - Competitive Acquisition (Jan 2017)
52.216-27	Single or Multiple Awards (Oct 1995)
52.252-3	Alterations in Solicitation (Apr 1984)

TITLE AND DATE

HHSAR SOURCE

352.215-1	Instructions to Offerors – Competitive Acquisition
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Section L-2 – Provisions Incorporated In Full Text

L.2.1 FAR 52.233-2 Service of Protest (Sep 2006)

Service of Protest (Sept 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Kristopher Lemaster
 Team Lead/Contracting Officer
 Office of Acquisition Services (OAS)
 Office of Financial Resources (OFR)
 Office of Chief Operating Officer (OCOO)
 Centers for Disease Control and Prevention (CDC)
 2900 Woodcock Blvd. TCU-4
 Atlanta, GA 30341.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.2.2 GENERAL

The Offeror shall submit documentation illustrating their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the offeror's proposal against the evaluation criteria. Also, this documentation shall cover all aspects of this solicitation. Proposals must clearly demonstrate how the Offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired.

The Offeror shall describe its proposal, through the use of graphs, charts, diagrams and narrative, in sufficient detail for the Government to understand and evaluate the nature of the approach. In its evaluation and confidence assessment, the Government will consider the degree of substantiation of the proposed approaches in the proposal volumes. Nonetheless, the Government is seeking substance, not gloss.

All correspondence in conjunction with this solicitation should be directed to the Government's Point of Contact (POC) identified below:

CDC Office of Financial Resouse (OFR)
Office of Acquisition Services (OAS)
Attention: Ms. Tailee C. Tucker
2900 Woodcock Blvd (TCU-4)
Atlanta, Georgia, 30341
SHEPIDIO@cdc.gov and ijk8@cdc.gov

L.2.3 INQUIRIES

Inquiries concerning the solicitation document should be submitted electronically in writing to the issuing office. Any additions, deletions, or changes to the solicitation will be made by an amendment. Offerors are instructed specifically to contact only the solicitation contracting office in connection with any aspect of this requirement prior contract award. Proposals and all correspondence relating to the solicitation document shall be submitted to the Contracting Office. **Questions should be submitted on or before 2:00 PM, 13 January 2021, E.S.T via SHEPIDIO@cdc.gov and ijk8@cdc.gov.**

L.2.4 INCURRING COSTS (May 1998)

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

L.2.5 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation. Task Orders will be performance-based and issued on a Time and Materials (T&M), Labor Hours (LH), Cost Reimbursement (CR), or Fixed Price (FP) basis.

(End of Provision)

L.2.6 Contract Structure

This contract has a maximum longevity of 5 years. The base performance period is from time of award to September 29, 2026. It is anticipated that multiple contracts will be awarded with a relatively small number of awards made in each domain identified in the Performance Work Statement in accordance with the Office of Federal Procurement Policy's best practices guidance on multiple award contracts.

The contract scope of work is divided into five (5) domains that are defined in Section C, i.e.

1. HAI and Other Adverse Event Prevention Research Protocol Development and Implementation
2. Research Implementation and Intervention Improvement in Multiple Healthcare Sites
3. Formative Research, Guidance Development, and Translation to Improve Healthcare Practices
4. International HAI and Other Adverse Healthcare Event Prevention Research
5. Healthcare Information Technology Development, Implementation, and Services

Domains 1-5 will be competed under *Full and Open* competition procedures. All entities that are otherwise eligible to contract with the Federal Government, are permitted to submit a proposal for consideration under these domains. One or more awards will be made for each domain based on the top rated proposals considering technical and cost factors specified in this solicitation and the government's best value determinations. If an offeror submits successful proposals for two or more domains, CDC will award a single contract for all awarded domains.

L.2.7 Additional Restrictions Apply

If an offeror proposes on more than one domain, it can include the proposal for each domain within the same binder/ submission. The Government will complete separate evaluations for each domain. The content, structure and page count instructions are included in the section below, PART-A - TECHNICAL VOLUME I.

The Offeror shall submit one (1) original by mail or hand carry. In addition to the paper copies, the Offeror shall submit all proposal information in electronic format to SHEPIDIQ@cdc.gov. Text and graphics portions of the electronic copies shall be in a format readable Microsoft (MS) Word. Data submitted in spreadsheet format shall be readable by MS Office and MS Excel. Security permissions on the ".xls," and ".doc" files shall be set to allow the Government to select, cut, paste, and print text and graphics without the need for a password. In case of conflict between the paper copy and the electronic copy of the proposals submitted, the paper copy shall take precedence.

Proposals shall be prepared in separate parts as instructed herein. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other(s). The technical proposal must not contain reference to price; however, resource information, such as data concerning labor hours and categories, material, subcontracts, etc., must be contained in the technical proposal so that your understanding of the Performance Work Statement can be evaluated. The technical proposal must disclose your technical approach in sufficient detail to provide a clear and concise presentation that addresses, but is not limited to, the requirements of the technical proposal instructions.

Offerors shall submit all volumes in standard size 3-ring binders that will facilitate the insertion of change pages and additional information the Offeror may be required to provide during the source selection process. All printed pages shall contain the phrase: "SOURCE SELECTION INFORMATION" (printed or stamped) in addition to referencing the FAR 3.104 proprietary data notice provided on the front/cover page.

L.2.8 Submission Address. The proposals shall be sent to:

CDC Office of Financial Resource (OFR)
 Office of Acquisition Services (OAS)
 Attention: Ms. Tailee Tucker
 RFP-2021-N-71721
 2900 Woodcock Blvd (TCU-4)
 Atlanta, Georgia, 30341
SHEPIDIQ@cdc.gov

L.2.9 Electronic Submissions for (Proposals & Questions):**PROPOSALS SHALL BE EMAILED TO THE EMAIL ADDRESS NOTED AT L.2.10 IN ACCORDANCE WITH THE INSTRUCTIONS BELOW.**

Offerors must identify the RFP number in the Subject Line of the email and should include “# of #” if multiple emails are required for submission of entire proposal and questions. Offerors are advised to submit electronic documents early and confirm successful transmission/receipt. Offerors also may want to consider sending more than one email to ensure size limitations will not hinder transmission. The Government POC will provide a return response signifying receipt of the transmissions. Offerors should use the following standard convention in naming their domain-specific files .

2021-N-#####	DOMAIN-1	HAIO	*XYZ	Healthcare-Associated Infection and Other Adverse Healthcare Event Prevention Research Protocol Development and Implementation
2021-N-#####	DOMAIN-2	AICO	*XYZ	Research Implementation and Intervention Improvement in Multiple Healthcare Sites
2021-N-#####	DOMAIN-3	LTAC	*XYZ	Formative Research, Guidance Development, and Translation to Improve Healthcare Practices
2021-N-#####	DOMAIN-4	DCQI	*XYZ	International HAI and Other Adverse Healthcare Event Prevention
2021-N-#####	DOMAIN-5	HITD	*XYZ	Healthcare Information Technology Development & Implementation

***XYZ = Company name**

EMAIL PROPOSAL & QUESTION SUBMISSION SUBJECT LINE EXAMPLE:

The email subject line shall include the # of #, RFP No, domain no., domain naming convention and name of company.

EXAMPLE: 1 of 1 2021-N-##### DOMAIN-1 HAI BB&T BANK

PROPOSAL ATTACHMENTS SUBMISSIONS:

The proposal attachments shall include the domain no., the domain naming convention, and the volume title and no. See Example:

DOMAIN-1 HAI-VOL- I TECHNICAL PROPOSAL

DOMAIN-1 HAI-VOL- II BUSINESS PROPOSAL

L.2.10 Submission Due Dates

All proposals must be received on or before the due date 2:00 PM, 3 March 2021. Questions should be submitted on or before 2:00 PM, 13 January 2021, E.S.T via SHEPIDIO@cdc.gov and ijk8@cdc.gov. The Government POC will provide a receipt showing the time and date of delivery. Late submissions will not be accepted.

L.2.11 Restriction Of Disclosure/Proprietary Information.

If the Offeror wishes to restrict the disclosure or use of its proposal, use the legend permitted by FAR 52.215-1(e). Individual subcontractor/vendor proprietary information may be submitted via separate binders. The information contained in these binders must be referenced (by binder title, page and section number as appropriate) within the main proposal where the information would have been included if it were not subcontractor/vendor proprietary. The information in these separate binders is subject to all other requirements of the RFP and must be well marked to clearly indicate any special handling instructions.

PART-A - TECHNICAL VOLUME I

L.2.12 PROPOSAL VOLUMES REQUIREMENTS & PROPOSAL FORMAT INFORMATION

The Offeror shall present as instructed in this RFP each volume on a stand-alone basis so that the Government can evaluate its contents without cross-referencing to other volumes of the proposal. The Government will consider information it requires for proposal evaluation not found in its designated volume as the Offeror having omitted it from the proposal.

TABLE 1- Offerors shall submit a proposal in accordance to the table below for each Domain:

	TAB	TITLE	Page Limit (if applicable)
Note: the cover letter, table of contents, appendices, bibliographies (except in section B-1), technical proposal cross- walk table, resumes and references do not count toward the page limit.			
TECHNICAL VOLUME I		PART A	PAGE LIMITS
		GENERAL	
	A-1	Domain-Specific Cover Letter	N/A
		Table of Contents	N/A
		Glossary of all abbreviations and acronyms	N/A
		Technical Proposal Cross-Walk Table	N/A
	A-2	Certification & Representations	N/A
		NDA -Non-Disclosure Forms	N/A
		CPARS Point of Contact Form	N/A
		Subcontracting Plan, Partnership Agreement, or Teaming agreement	N/A

		PART B	
	B-1	BASIC IDIQ TECHNICAL PROPOSAL	Up to 10 pages + 2 for each additional domain after 1 (max 18)
		Demonstrate Expertise and Experience	
		Infrastructure and Capacity	
		Appendices may include Letters of Support References, Bibliography Info. (If applicable to the BASIC IDIQ)	N/A
		PART C	
	C-1	Sample Task Orders for Each Domain	(Refer to the individual Task Order for specific page limits)
		Technical Plan	
		Similar Experience	
		Staffing and Management Plan	
		Appendices include Biosketches, Resumes, and Bibliography Info. (If applicable to RFTOP)	N/A
		PART D	
	D-1	Past Performance	
		Past Performance Information	N/A
BUSINESS VOLUME II			
		PART E	
		PRICE PROPOSAL	
	E-1	BASIC IDIQ Labor rates/Labor Categories	N/A
	E-2	Sample Task Orders Business Proposal	N/A
		Section B Form	N/A
		Milestone Payment Information	N/A
		Contact for Negotiation/Administration Information	N/A

L.2.13 Offerors shall provide a cover/contact page in each volume. The cover/contact page shall include the following information :

Company name

- Name and title of the point of contact (POC) authorized to negotiate on behalf of the Offeror's organization
- Telephone number, email address, and mailing address of POC
- Names, titles, email addresses, and telephone numbers of other POCs that CDC may contact if clarification of proposals is needed.
- Solicitation name and number.
- Proposal domain
- Proposal volume

A-1 GENERAL

- i. The cover letter, title page, table of contents, table of figures, and list of tables do not count against page count limitations. The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information.
- ii. Proposal contents that exceed the stated page limitations will be removed from the proposal by the Contracting Officer, prior to turning the proposal over to the Government evaluation teams, and will not be considered in the evaluation.
- iii. Each volume in the proposal shall include a copy of the cover letter (letter of transmittal), title page and table of contents. Each volume shall contain a glossary of all abbreviations and acronyms used. Each acronym used shall be spelled out in the text the first time it appears in each proposal volume.
- iv. Each domain-specific separate volume shall be subdivided into tabs/sections to correspond with identified evaluation factors and sub-factors. A description of each volume, tabs/sections, and page limitations are presented in the table below. The proposal must be accompanied by a cross walk-reference table that relates the technical evaluation criteria and sub-criteria sections to proposal page numbers. This is to ensure that the Government technical evaluators can readily locate, evaluate, and relate proposal contents to the appropriate sections of the technical evaluation criteria. **NO PRICE INFORMATION IS TO BE INCLUDED IN TECHNICAL PROPOSAL VOLUME(S).**
- v. Information shall be confined to the appropriate volume to facilitate independent evaluation. The proposals shall be clear and concise, logically assembled (with all pages appropriately numbered), as well as indexed and cross-indexed to the applicable parts of the Request for Proposal (RFP) as appropriate. Pages over the maximum page limitation for any volume, evaluation factor, or evaluation sub-factor will be excluded from evaluation. Exceptions to the page limitations are, if required: cover pages, indices/tables of contents, and divider pages.
- vi. Pages shall be single-spaced and each paragraph shall be separated by at least one blank line. The Offeror will use a standard, 12-point minimum font size in Times New Roman font. The Offeror may use a reduced font size, not less than 8-point, and landscape orientation for Tables and illustrations. Foldout sheets are not allowed. Align all text in "Align Left." Do not "Justify" text. Use a single column (vice double column) text format.

- vii. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. The table of contents shall list sections, subsections and page numbers using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters:
- a. Margins – Top, Bottom,
 - b. Left, Right - 1” Gutter – 0”
 - c. From Edge – Header, Footer - 0.5” Page Size, Width – 8.5”
 - d. Page Size, Height – 11” Printed on Single Side Orientation – Portrait

A-2 ADDITIONAL INFORMATION:

1. Certification & Representations

The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications. The Representations and Certifications must be executed by an individual authorized to bind the offeror. (See K.9)

2. Non-Disclosure Agreement for Contractor and Contractor

The contractor shall prepare and submit a Non-Disclosure Agreement (NDA) to the Contracting Officer prior to access of Government information or the commencement of work at CDC. (See H.10)

3. Contractor Point of Contact Information

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations within the proposal. (See K.10)

4. Subcontracting Plan

- a. Subcontracting Plan. Each offeror shall provide, if applicable, a summary describing the partnership & teaming or subcontracting arrangement established for this RFP. In offeror format, the offeror shall identify each proposed team member by company name, CAGE Code and address. Also, Other Than Small Business offerors competing in the Full and Open Domains shall submit a Subcontracting Plan in accordance with FAR Clause 52.219-9 (for reference see FAR 19.704). The Government's request for the correction or revision of a Subcontracting Plan does not constitute Negotiations or Discussions to include requests made after the Final Proposal Revision.

b. Teaming Agreements & Partnerships Agreements

The offeror shall provide a copy of all pages within signed partnership & teaming agreements with subcontractors. The agreement should outline the type of work, complexity and approximate percentage level of work assigned to the subcontractor. Also, it must identify the subcontractor's socio-economic categories it qualifies for under NAICS code used in section K; and the Subcontractor's POC with an address, phone, email and CAGE for verification-if necessary.

PART B

L.2.14 FACTORS AND SUB-FACTORS TO BE EVALUATED.

Section B Factors 1-3 below will determine ability to address the BASIC IDIQ TECHNICAL PROPOSAL INFORMATION located in Section C. Scope of Work

B-1 FACTOR 1: DEMONSTRATED EXPERTISE AND EXPERIENCE

Domain 1: HAI and Other Adverse Healthcare Event Prevention Research Protocol Development and Implementation

- a. Offerors under this domain must have experience in the field of human healthcare epidemiology, with an emphasis on the epidemiology of HAIs, antibiotic resistance, or healthcare safety. Experience is defined by documentation of a bibliography of a required minimum of at least 10 peer reviewed scientific articles relevant to the topic.
- b. Demonstrated experience and expertise in initiating and leading multiple steps across the spectrum of scientific inquiry including extensive previous experience: formulating a research question, developing a detailed research plan and protocol, and successfully implementing the protocol, analyzing and interpreting results, and serving as lead authors in publication of the findings in peer reviewed literature. Evidence of such capacity shall be reflected by exceeding the required minimum of peer reviewed scientific articles.
- c. Offerors with capability of standard clinical laboratory services including medical microbiology services such as routine molecular testing, cultures, microbial identification, and antimicrobial susceptibility testing are preferred.
- d. Offerors who have documented expertise in implementing single- and multi-center healthcare epidemiology, clinical trial design, including statistical expertise in complex power calculations involving clustered designs and analyses, are preferred.
- e. Contractors will have internal capacity for OMB and IRB package development and submissions.
- f. Offerors shall provide a bibliography (in the Appendix) of scientific peer reviewed publications specific to HAI and Other Adverse Healthcare Events to support evidence of demonstrated expertise and experience. This bibliography should include **ONLY** those publications specific to HAI and Other Adverse Healthcare Events.

Domain 2: Research Implementation and Intervention Improvement in Multiple Healthcare Sites

- a. Offerors under this domain must have experience in operating a multicenter network of healthcare facilities. Specifically, the Offeror must provide documentation that they own, operate, or are otherwise responsible for operational and/or administrative capacities for a clinical network comprised of either multiple acute care hospitals, associated outpatient facilities, skilled nursing facilities, or long term acute care hospitals. Contractors shall own or operate networks of healthcare facilities as demonstrated by the following experience and expertise:
- b. Experience recruiting healthcare facilities and patients within the network to participate in quality improvement or research initiatives, mainly related to prevention of HAIs or other adverse events related to healthcare, infection control interventions, and/or studies related to other patient safety issues. Preference will be given to Offerors who can demonstrate their ability to implement quality improvement and/or research studies across the network, as opposed to merely collecting or purchasing data from facilities in the network.

- c. Demonstrated experience implementing single- and multi-center healthcare epidemiology research studies in clinical settings including clinical or epidemiologic studies that inform HAI prevention strategy; and studies that determine the efficacy or effectiveness of specific HAI prevention strategies is an advantage.
- d. Demonstrated experience in implementing single- and multi-center quality improvement projects, including providing access to personnel to staff projects and other necessary material resources. Having experience preparing and submitting IRB and OMB packages is preferred, as is having a single IRB capacity for the entire network of facilities.
- e. Demonstrated experience in extracting data for tailored requests for clinical information (i.e., have demonstrated capacity to generate custom data extractions, not just “canned” report structures that are embedded within a proprietary health information system) is an advantage.

Domain 3: Formative Research, Guidance Development, and Translation to Improve Healthcare Practices

- a. Offeror must have experience in three or more of the preferred categories: 1.) qualitative research and formative research development and implementation; 2.) developing guidelines for healthcare workers or settings, 3.) guideline/ product/ project evaluation, 4.) developing research translation materials, and 5.) development of fellowship/ training programs for healthcare professionals.
- b. Offerors who claim to have expertise in qualitative research and formative research development, must demonstrate their prior experience organizing and facilitating focus groups or expert panels for the purpose of informing healthcare products and guidelines. Specifically, the Offeror must provide documentation that they have an established relationship with experts experienced in advocating for patients and/ or public health concerns as demonstrated by individual participation on national, state, and local boards related to healthcare epidemiology, patient safety, antibiotic resistance and safe healthcare practices. Acceptable documentation will be an MOU, contract, or other formal agreement signed by the experts, their organization/company, or an official signature.
- c. Offerors who claim to have expertise in the development and evaluation of healthcare guidelines and/or healthcare worker guidance for infection prevention and control must document their experience conducting Background Analyzes and Syntheses; Formative Research; Materials/Methods Pre-testing and/or Efficacy Evaluations; Process Evaluations; Outcome and/or Impact Evaluation. Preference will be given to offerors who can demonstrate evaluation experience in the following areas: cost effectiveness and cost benefit analysis, legislative, programmatic and policy. Documented experience will include assessments that identify “best practices or successful strategies” in several healthcare areas; production of preliminary data on healthcare worker receptiveness to guidelines, documentation of guideline efficiency and effectiveness; and documentation of guideline improvement and recommendations for full-scale implementation.
- d. Offerors who claim to have expertise in developing research translation materials must demonstrate experience in communications, product development and design, and instructional design. Preference will be given to offerors who can provide documentation and/ or samples of materials developed for public health practice, such as toolkits, guidance materials, websites, and other innovative communication materials.
- e. Offerors who claim to have expertise developing fellowships/ training programs for healthcare professionals must have experience working with a State Public Health Department. Preference will be given to those vendors who can document a formal relationship wherein trainees can provide research consultation to the health department.

Preference will be given to offerors who are currently, or has in the past two years, implemented an innovative healthcare fellowship/training program with students and mentors/ advisory panel from institutions across the country. Evaluation results from the implemented fellowship or training program is preferred.

Domain 4: International HAI and Other Adverse Healthcare Event Prevention

- a. Offerors under this domain must provide documentation of experience in conducting research in low and middle income countries. This information should expand beyond documentation provided in the mandatory minimum section. Offerors documenting greatest depth of experience are preferred.
- b. Offerors shall have demonstrated the expertise and experience providing initiation of and leadership for multiple steps across the spectrum of scientific inquiry in low and middle income countries, including formulating a research question, developing a detailed plan and protocol designed to address the question, including epidemiological and prevention research plans and protocols, and successfully implementing the protocol, analyzing and interpreting results, and leading publication of the findings in peer reviewed literature if appropriate
- c. Demonstrated expertise and experience implementing single- or multi-center healthcare research studies in clinical settings in low and middle income countries is an advantage.
- d. Demonstrated expertise and experience in implementing single- or multi-center quality improvement projects, in low and middle income countries, including providing access to personnel to staff projects and other necessary material resources is an advantage.
- e. Experience in recruiting healthcare facilities and patients in low and middle income countries to participate in healthcare-related research is an advantage.

Domain 5: - Healthcare Information Technology Development, Implementation, and Services

- a. Offerors under this domain must have experience in healthcare information technology development or implementation. Specifically, Offerors must provide documentation that they are either: 1) an owner of a proprietary electronic healthcare record system or other healthcare information technology product, or 2) an Offeror of electronic healthcare record system services, or other healthcare information technology product services. Supporting documentation is required.
- b. Offerors must document experience in implementing and providing technical support for electronic health record solutions in multiple healthcare facilities.
- c. Preferred but not required: Offerors are encouraged to demonstrate experience and propose labor categories for one or more of the following advanced healthcare analytics capabilities such as artificial intelligence, machine learning, and microbial genomic and metagenomic bioinformatics.

B-2 FACTOR 2: INFRASTRUCTURE AND CAPACITY

Domain 1: HAI and Other Adverse Healthcare Event Prevention Research Protocol Development and Implementation

- a. Offerors in this domain must have in place the infrastructure and capacity to initiate and lead multiple steps across the spectrum of scientific inquiry, including formulating a research question, developing a detailed research plan and protocol, successfully implementing the protocol, analyzing and interpreting results.

- b. Such capacity and infrastructure should be evidenced by documentation of: 1) staff affiliated with the Offeror having served as authors in publication of the findings in peer reviewed literature related to healthcare epidemiology, 2) access to expertise in clinical trial design, including statistical expertise in complex power calculations. Preference will be given to offerors with experience in infection control (e.g. molecular and/or culture-based colonization screening) and environmental microbiology testing.

Domain 2: Research Implementation and Intervention Improvement in Multiple Healthcare Sites

Offerors under this domain must document that they own, operate, or are otherwise responsible for operational and/or administrative capacities for a clinical network comprised of a minimum of either: 1) 10 acute care hospitals, and the outpatient facilities associated with the network; or 2) 10 skilled nursing facilities, or 2) 10 long term acute care hospitals. Networks of healthcare facilities having the following infrastructure characteristics are preferred:

- a. Common information technology infrastructures within which clinical data routinely generated during the course of patient care across multiple facilities is collected and stored in a central location using common data format and structure, and is accessible through a central point of contact within the network.
- b. Offeror is in charge of making centralized administrative decisions, such as network-wide policy and purchasing decisions, on behalf of the entire network and implementing those decisions uniformly across facilities. Documentation of examples will strengthen the application.
- c. Demonstrated ability to assess the impact of infection control interventions.
- d. Capability to successfully fully implement quality improvement and/or research studies across the network.
- e. Demonstrated ability to oversee all aspects of implementation of quality improvement projects or clinical research studies pertaining to prevention of HAIs, including providing access to personnel to staff projects and other necessary material resources.

Domain 3: Formative Research, Guidance Development, and Translation to Improve Healthcare Practices

- a. Offeror shall document access to a constituency of professional healthcare workers through a formalized society or membership and document a standardized way they can communicate with that constituency either remotely (i.e. website or newsletter) or during a conference organized by the society. Documentation of the platform used for communication (i.e. screenshots, website links, demo pages, etc) of this platform is preferred.
- b. Offeror shall have the ability to meet all IRB and OMB requirements for research involving the collection of information from the public. Previous experience developing an approved OMB package or documented previous experience of staff member preferred.
- c. Offeror must have the capacity and infrastructure to compensate experts that will serve on expert panels or focus groups.
- d. Demonstrated ability to recruit healthcare professionals and patient representatives with knowledge and experience in the prevention of HAIs, other adverse events related to healthcare, and patient safety issues.
- e. Offeror must propose staff, by name and resume, with documented experience in the criteria stated above.

Domain 4: International HAI and Other Adverse Healthcare Event Prevention

- a. Offerors under this domain must detail access to current clinical infrastructures in relation to conducting successful research in low and or middle income countries.
- b. Demonstrated experience in surveillance of healthcare associated infections or antimicrobial resistance in low and middle income countries is an advantage.
- c. Offerors shall have infrastructure and capacity to provide initiation of and leadership for multiple steps across the spectrum of scientific inquiry in low and middle income countries, including formulating a research question, developing a detailed plan and protocol designed to address the question, including epidemiological and prevention research plans and protocols, and successfully implementing the protocol, analyzing and interpreting results, and leading publication of the findings in peer reviewed literature if appropriate
- d. Access to infrastructure and capacity to implement single- or multi-center healthcare research studies in clinical settings in low and middle income countries is an advantage.
- e. Access to infrastructure and capacity to implement single- or multi-center quality improvement projects, in low and middle income countries, including providing access to personnel to staff projects and other necessary material resources is an advantage.
- f. Access to infrastructure and capacity to recruit healthcare facilities and patients in low and middle income countries to participate in healthcare-related research is an advantage.

Domain 5: Healthcare Information Technology Development, Implementation, and Services

- a. If the Offeror is an owner of a proprietary electronic health record system product or other health information technology product, the offeror must document they have successfully deployed their system or product in at least 25 healthcare facilities.
- b. If the Offeror is an offeror healthcare information technology product services, the offeror must document that they have successfully provided such services to at least 10 healthcare facilities.
- c. Preferred but not required: Offerors are encouraged to demonstrate access to large human population datasets (e.g. health risk data, social determinants of health, private insurance claims—especially if those data can inter-digitate with the hospital EHR data).

B-3 FACTOR 3: SAMPLE TASK ORDERS

1. Offerors shall respond to the attached Sample Task Order(s) in accordance with the instructions provided below. The offeror shall respond to each separate domain sample Request for Task Order Proposal (RFTOP) of interest by providing a technical proposal and profile of the personnel to be assigned to the task. The proposal shall include a staffing matrix. This chart shall indicate for each proposed labor position the number of man-hours for accomplishment of the task order. Each offer will be evaluated on both technical and price merits. Sample RFTOPs will be evaluated in accordance with the criteria in Section M.
2. Refer to the Sample Task Order attachments in (*Section J, attachments 1-5*) for additional details related to the domains below.
 - a. **DOMAIN 1:** Healthcare-associated infection (HAI) and Other Adverse Healthcare Event Prevention Research Protocol Development and Implementation Sample Task Order (*refer to Section J, Attachment-1*)
 - b. **DOMAIN 2:** Research Implementation and Intervention Improvement in Multiple Healthcare Sites Sample Task Order (*refer to Section J, Attachment-2*)
 - c. **DOMAIN 3:** Formative Research, Guidance Development, and Translation to Improve

Healthcare Practices , Sample Task Order (*refer to Section J, Attachment-3*)

- d. **DOMAIN 4:** International HAI and Other Adverse Healthcare Event Prevention Research : Task Order (*refer to Section J, Attachment-4*)
- e. **DOMAIN 5:** Healthcare Information Technology Development, Implementation, and Services Sample Task Order (*refer to Section J, Attachment-5*)

PART C

C-1 FACTOR 4: PAST PERFORMANCE

In order to be eligible for consideration for an award, a rating of PASS must be achieved for the Past Performance factor. However, IAW FAR 15.305(2) (iv) without a record of relevant past performance or for whom past performance is not available, the offeror may not be evaluated favorably or unfavorably and is eligible for an award.

Previous CPARS ratings and questionnaires will be used in the proposal evaluations. Offerors shall submit a list of up to three (3) Government contracts (prime and major sub-contracts) in performance or awarded during the past three (3) years, which are relevant to the efforts required by this solicitation. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

- i. *Section I - Contract Descriptions:* This section shall include the following information: Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers) if applicable.
 - a. Government contracting activity, current address, Contracting Officer's name, e- mail address, telephone and fax numbers.
 - b. Government's technical representative/COR, current e-mail address, telephone and fax numbers.
 - c. Contract Number (in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery/Task Order Numbers).
 - d. Contract Type (specified type, such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, or Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.). Award contract price.
 - e. Final or projected final price.
 - f. Original delivery schedule, including dates of start and completion of work.
 - g. Final, or projected final, delivery schedule, including dates of start and completion of work.
- ii. *Section II – Performance:* Offerors shall provide a narrative explanation of each contract. This narrative shall describe the objectives achieved and detail how the effort is relevant to the Domain requirements of this solicitation. Offerors shall include all performance aspects of schedule, performance and supportability, including the offeror's record of: 1) conforming to contract specifications to include the timely supply of personnel resources; 2) maintaining program execution

within proposed Price; 3) adherence to contract schedules; 4) ability to resolve technical problems quickly and effectively; 5) professional concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors.

- iii. For any contracts that did not/do not meet original schedule or technical performance requirements, offerors are to provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. Also, the offerors shall also provide a copy of any Cure Notice or Show Cause Letter received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. Additionally, the offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- iv. *Past Performance Assessment Questionnaire (refer to attachment 9):* For all contracts identified, Past Performance Assessment Questionnaires must be completed and submitted. The offeror shall complete the Past Performance Assessment Questionnaire and e-mail the questionnaire to the Government contracting activity responsible for the past/current contract. The POC's shall be instructed to electronically submit the questionnaire to the Contract Specialist on or before

March 01, 2021@ 2:00 PM EST, to SHEPIDIQ@CDC.GOV and ijkj8@cdc.gov.

The offeror shall also e-mail to the Contract Specialist a list of all the POC's who were sent a questionnaire. The POC list shall be submitted in Excel to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E- Mail Address and the date with which the document was received by the POC (month/day). Additionally, the offeror must specify the Domain for which the POC list applies.

PART D

BUSINESS VOLUME II

D-1 FACTOR 5: COST/PRICE

All non-price factors when combined are significantly more important than Cost/Price. Although the Cost/Price factor will be evaluated, it will not be rated. The Offeror's Cost/Price must also be found to be fair and reasonable, balanced and realistic.

L.2.15 BUSINESS PROPOSAL INSTRUCTIONS:

PART E

A separate business proposal shall be provided for each domain (as applicable) and shall be comprised of the following:

1. For the IDIQ, the Government is seeking a fair and reasonable, balanced, realistic, complete price which provides best value to the Government that meets or exceeds all requirements outlined in the PWS. Future task orders will be evaluated on a Best Value with trade-offs basis.
2. Each labor category is described in (*Attachments 7*) to the RFP. These descriptions establish the qualification requirements for each labor category, e.g. experience, education, degrees, certifications,

etc. Offerors may propose higher qualifications in their technical proposals but the associated labor rates need to conform to their technical proposal.

3. The Labor Rate Table, Part B of Attachment 9 will be used to establish maximum fully burdened (Loaded Labor rates) (FBLR) for this IDIQ contract and resulting task orders.
4. For the establishment of the FFP & T & M burdened rates, the offerors will complete an Excel spreadsheet for each labor category within the Domain proposing (See attachment 10). All labor categories must be filled in on the sheet to be determined as responsive to the RFP. Subcontractor rates are a composite rate for all subcontractors within the labor category and shall not exceed the Prime's proposed rates.
5. Offerors shall propose prices in response to the activities outlined in the sample task order(s).
6. Offerors shall submit loaded labor rates based on the Labor Rate Table, (Section J, attachment 9), for the entire five (5) year/60 months performance period of the IDIQ contract.
7. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement to the effect that it is firm for a period of at least 250 days from the date of receipt by the Government.
8. The Government has stipulated Firm Fixed Price (FFP), Time-and-Materials (T&M)/Labor Hour (LH), and Cost Reimbursement (CR) type task orders. All negotiated prices for T&M/LH task orders will be "Not-To-Exceed" (NTE) amounts. All negotiated prices for CR will be "Estimated" amounts. FAR clause 52.232-7 Payments under Time and Materials and Labor-Hour Contracts shall apply to T&M or LH type task orders.

L.2.16 SAMPLE TASK ORDER INSTRUCTIONS:

PART E-1

The offeror must submit a price proposal for the sample task order(s) that complies with the instructions set forth herein. This price proposal will be used for the purpose of evaluating price reasonableness and realism as it relates to the award of this Contract.

1. Offerors shall propose prices in response to the activities outlined in the sample task order(s), and shall provide backup documentation to verify the proposed Fully burdened (Loaded Labor rates) (FBLR).
2. The anticipated contract type for the Task Orders is Firm Fixed Price (FFP) Offerors shall provide to for each proposed labor category.
3. The business proposal shall be an Excel spreadsheet, with an itemized price breakout per task, including itemized prices for any subcontracted work for all periods (e.g. optional tasks, option periods). Proposed labor hours, labor costs, and other direct costs for this task order request shall be organized around the tasks and related deliverables described herein for all applicable periods (base year & option years).
4. Price analysis will be performed based upon the pricing proposals submitted for the Sample Task Orders. Offerors shall provide a cost estimate on a task by task basis within each sample

task order. The pricing information provided in the sample task proposals will be the only information utilized for purposes of evaluation of price in the determination of contract awards.

5. Task order proposed rates should be less than the maximum contract rate to foster competition and maximize government value. Sample Task Orders will provide specifics of the work including place of performance which may foster lower labor rates proposals for work in lower cost locations, work in government facilities, or work requiring less expertise or experience than is associated with the maximum labor category rates.
6. FAR 52.232-28 Invitation to Propose Performance-Based Payments (Mar 2000)
 - (a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.
 - (b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.
 - (c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:
 - (1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.
 - (2) The terms and conditions of the performance-based payments must—
 - (i) Comply with FAR 32.1004;
 - (ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and
 - (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.
 - (3) The terms and conditions of the performance-based financing must be in the best interests of the Government.
 - (d) The offeror's proposal of performance-based payment financing shall include the following:
 - (1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).
 - (2) A listing of—
 - (i) The projected performance-based payment dates and the projected payment amounts; and
 - (ii) The projected delivery date and the projected payment amount.
 - (3) Information addressing the Contractor's investment in the contract.
 - (e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.
(End of Provision)
- a. **See** L.15 for cover letter, table of contents format, and POC contract negotiation information. Provide Contact for Negotiation/Administration Designate a person we may contact for contract administration in the event your firm receives a contract as a result of this solicitation (see K.8).

- b. The task order proposed price is the cumulative total of all Contract Line Items (CLINs) in the offerors proposal for the specific task order. A “Section B” Form shall be completed for all applicable Sample Task Orders Domains (1-5),
- c. You must submit, as a minimum, a business proposal for each domain referenced above for the respective task orders that provides detailed cost data. This cost data will be used to establish the reasonableness of the proposed price for the respective task order. The itemized cost and the rationale for individual cost categories shall be furnished as follows:
 - i. **Direct Labor:** Based on the Offeror’s own understanding of the work for each task order, the Offeror shall provide their proposed labor categories, Fully burdened (Loaded Labor rates) (FBLR), and labor hours required to perform the work described in the PWS for each task order being sought for performance/award. Offeror can only propose labor categories and labor rates provided using (*Section J. attachments 16*).
 - ii. **Other Direct Costs (ODC):** Based on the Offeror’s own understanding of the work for each task order being sought after, the Offeror shall provide the necessary ODC, (e.g. materials, travel, subcontractor, etc.) if applicable, required to perform the work described in the PWS for each task order being sought after. Offeror must provide supporting documentation for all proposed ODC. (*Section J. Price Breakout Worksheet-Attachment 16*).

Section M - Evaluation Factors for Award

M.1 Evaluation of Technical Proposals

This RFP is subject to FAR Part 15 evaluation procedures. After individually evaluating each proposal, the government will then conduct a comparative assessment (i.e., trade off) of proposals received to determine the best value to the Government and to ensure an appropriate mix of expertise and capacity among the contracts to be awarded for each domain.

The number of awards to be made per domain will be based on the government's best value determinations of the proposals submitted.

M.2 Basis for Award

In evaluating proposals for award, the Government will perform a "best value" analysis, making award to the Offeror whose integrated proposal (technical, past performance, and business) offers the highest technical merit at the best overall value to the Government. Technical quality is considered more important than price. While price is not expected to be the controlling factor in the selection of the successful Offeror, the degree of importance of price as a factor could become greater depending upon the degree of equality of the technical proposal and other factors evaluated. Where competing technical proposals are determined to be equal, price and other price related factors would become controlling factors.

M.3 Relative Order of Importance

Once the Mandatory Minimum Requirements for Domains 1-5 have been evaluated on a go/no-go basis, the technical factors will be evaluated in the following relative order of importance: Demonstrated Expertise and Experience and Infrastructure and Capacity, when combined, are more important than Price. When non-Price factors are considered technically equal, price will then become the significant factor.

Technical Evaluation Criteria (for each domain)

<u>Description</u>	<u>Weight</u>
1. Demonstrated Expertise and Experience <u>See Section L Part B.1 (pages 96 – 98)</u>	35 points
2. Infrastructure and Capacity <u>See Section L Part B.2 (pages 98 – 100)</u>	35 points
3. Sample Task Orders	30 points
4. <u>Past Performance</u>	<u>Pass/Fail</u>
Total Possible Points	100 points

M.4 Evaluation of Sample Task Orders

The Government will utilize the Sample RFTOPs as a means of evaluating the technical capabilities factor as it reveals the offeror's understanding of the requirement, innovativeness in approach to accomplishing the task, identification of risks and management philosophy. The Government will evaluate the reasonableness of labor hours and categories for the proposed technical effort. Sample RFTOPs will be evaluated in accordance with the criteria listed in section L. above. Each RFTOP will be evaluated will be evaluated on the following factors (1) Technical Plan (2) Similar Experience (3) Staffing and Management. The overall total weight of each RFTOP will be 30 points.

M.5 Technical Strength More Important than Cost or Price (Jan 2000)

Offerors are advised that in proposal evaluation, paramount consideration shall be given to technical proposals rather than to cost or price unless, as a result of technical evaluations, proposals are judged to be essentially equal, in which case cost or price shall become the determining factor. Furthermore, cost or price will be evaluated on the basis of price realism which is defined as the offeror's ability to project costs which are reasonable and indicate that the Offeror understands the nature and extent of the work to be performed. The total evaluated price used in the best value determination for the basic contract will be the sample task order prices.

M.6 Price Analysis

Price analysis will be performed based upon the pricing proposals submitted for the Sample Task Orders. The pricing information provided in the sample task proposals will be the only information utilized for purposes of evaluation of price in the determination of contract awards. Price analysis will be conducted for the basic contract best value determination. The evaluated price used in the best value determination for the basic contract will be the sample RFTOP price for each domain, independently.

M.7 Price Realism

A price realism analysis of the proposal may be conducted for such purposes as determining an offeror's understanding of the solicitation's requirements or assessing risk associated with an offeror's proposal.

M.8 Past Performance

Past performance will be based on the information provided in the past performance questionnaire. By past performance, the Government means the Offeror's record of conforming to specifications and to standards of good service; adherence to contract schedules including the administrative aspects of performance; reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally business-like concern for the interest of the customer. Relevant Past Performance is defined as contracts that are similar in scope, size and complexity to the requirements of this solicitation.

Evaluation of past performance will be based on performance documentation or any other pertinent information available to the Government. CDC reserves the right to consider the Offeror's past performance not specifically provided by the Offeror. CDC is seeking to determine whether an Offeror has consistently demonstrated a strong commitment to customer satisfaction and high performance of services. Failure to provide the required information to assist in such evaluation in the proposal may result in disqualification. The Government will assess the relative risks of performance. Performance risks are those associated with an Offeror's likelihood of success in performing the contract requirements as indicated by that Offeror's record of past performance.

Past performance will be rated on a pass/fail basis. The assessment of performance risk is intended to be the product of subjective judgment by the Government after it considers all available and relevant information. The selected Offeror(s) must receive a rating of "pass" to be considered technically acceptable and eligible for award.