

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 5
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2. AMENDMENT/MODIFICATION NO. 00001	3. EFFECTIVE DATE 08/28/2020	4. REQUISITION/PURCHASE REQ. NO. 00HCVGBE-2021-50348	5. PROJECT NO. (If applicable)
6. ISSUED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004		7. ADMINISTERED BY (If other than Item 6) CODE 8219	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DELOITTE CONSULTING LLP 1919 N LYNN ST ARLINGTON, VA 22209-1742	(√)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (See Item 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 75D30120C08239
		10B. DATED (See Item 13) 05/27/2020
CODE 019121586	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ___ is extended, ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c) Changes

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contracting Officer: Lauren Peel, ljt9@cdc.gov, 404.268.5395

Contracting Officer's Representative: Kimberly Clark, Kdc6@cdc.gov, 404.639.1501

Contractor POCs: (b)(4)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(4) Principal	16A. NAME OF CONTRACTING OFFICER Lauren Peel
15B. CONTRACTOR/OFFEROR (b)(4) <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 10/7/2020
16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 10/07/2020

The purpose of this modification is to:

- a. Extend the period of performance for CLIN 0001 until December 31, 2020. The period of performance is hereby changed from May 27, 2020, through August 30, 2020, to May 27, 2020, through December 31, 2020.
- b. Revise and replace the Deliverables Table under Section C, Section 4 – Deliverables, as shown below.

This modification is being issued in accordance with the authorization to proceed sent via email on August 28, 2020.

SECTION B - CONTINUATION OF SF1449

Time and Materials Contract

ITEM	SUPPLIES SERVICES	QTY UNIT	UNIT PRICE	EXTENDED PRICE AMOUNT
0001	<p>COVID-19 Mobile Application - labor COVID-19 Vaccine Distribution and Administration Tracking</p> <p>Non-severable line item</p> <p>Period of Performance: May 27, 2020 – December 31, 2020.</p>	1 Job	(b)(4)	(b)(4)

SECTION C – PERFORMANCE WORK STATEMENT

Section 4—Deliverables

Task	Deliverable	Description	Delivery Date	Deliver To
1.1	CDC Kick-off Meeting Summary	Conduct an initial in-person kick-off meeting with CDC to review the project goals and objectives, platform requirements, and discuss the contractor’s proposed plans, activities, timeframes, and staff who will participate in the project no later than 5 days after award of contract.	5 days after contract award	COR, TM
1.1	Project Plan	Within 2 days of kickoff meeting, high level milestones for each work stream will be agreed upon followed by a detailed project plan and schedule within 30 calendar days.	2 days after kickoff meeting	COR, TM
1.1	Performance Problem Reporting	Verbal identification of problems or potential problems affecting contract performance should be brought to the attention of the COR and/or the Contracting Officer (CO) as soon as possible and followed by written reports.	Written report due within three (3) days from verbal notification when directed by the CO or the COR.	COR, TM

1.1	Bi-weekly status report and weekly meeting	Summary of bi-weekly project progress including a project roadmap or dashboard showing milestones accomplished and pending; completed and pending work products and deliverables; risks, issues and mitigation strategies; planned activities and any specific work product or deliverable requiring CDC input, and any other information or data deemed appropriate for inclusion by both parties. Team meetings scheduled weekly with CDC	First draft due two weeks after award and subsequent iterations due every two weeks thereafter. Weekly meetings (minimum)	COR, TM
1.1, 1.2, 1.3	EPLC artifacts	Written artifacts as required by HHS/CDC Enterprise Performance Lifecycle and Capital Planning and Investment Control (CPIC) processes. Artifacts may be combined (e.g., project management plan and process agreement) into one deliverable, if contractor and COR agree. Note: all deliverables and stage gate materials must be reviewed and approved by COR prior to commencing CDC IR Governance reviews. Final EPLC artifacts will be based upon agreed upon framework (e.g., agile, shared, incremental)	Provided at least 7 days prior to stage gate review (see Appendix 1 for required artifacts for full EPLC process)	COR, TM
1.1, 1.2	Roadmap	Detailed plan for development, release schedules, and deployment	15 days after kickoff meeting	COR, TM
1.2	Requirements Documentation	Document detailing the business, functional, technical, hosting and security requirements for the application	15 days after kickoff meeting	COR, TM
1.2	System design and architecture documentation	Document based on the requirements that provides a description of the design of the application and the required interfaces at the appropriate level of detail that would allow for application development	15 days after kickoff meeting	COR, TM
1.3	Testing plan	A document containing a detailed test plan that addresses the types of test to be performed, test cases, when the tests will be performed, who needs to test and how the issues and defects identified during testing will be mitigated. The test plan should be signed off by CDC.	20 days after kickoff meeting	COR, TM

1.1, 1.2, 1.3	Application	Application will include workflow described in figure 1 and identified requirements as prioritized by CDC with consultation from contractor	June 30, 2020	COR, TM
1.1, 1.2, 1.3	Pilot Test	Pilot test application in at least 3 sites	Pilot start date August 1, 2020	COR, TM
1.1, 1.2, 1.3	Updated application	Updated application based on pilot test results, including functioning interfaces	15 days after conclusion of the pilot test – no later than August 15, 2020	COR, TM
2	Training materials	Document containing all the artifacts developed to train end users, including the user manual, job aids, design documents, and other artifacts produced by the contractor	Draft user manual July 15, 2020. Final materials August 15, 2020 Final materials Oct. 15, 2020	COR, TM
2	Help Center	Ongoing support during core business hours, as defined by the Consortium, for jurisdictions in the process of implementing the new platform	Starting August 15, 2020	COR, TM
2	Help Center Metrics Report	Document detailing the results of measuring the agreed upon metrics established to assess the performance of the Help Center	Weekly	COR, TM
2	Service Level Agreement	Document describing metrics for quality and availability of service and application and outlines responsibilities.	August 1, 2020	COR, TM
3	Technical Assistance	Hands on assistance to states connecting to IZ Gateway (as needed)	Include in status report-- First draft due two weeks after award and subsequent iterations due every two weeks thereafter Weekly meetings (minimum)	COR, TM
3	Future State Model	Document describing feasible scenarios with recommendations and an implementation plan for the chosen	June 15, 2020 Sept. 15 2020	COR, TM

		approach		
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 34
2. CONTRACT NO. 75D30120C08239		3. AWARD/EFFECTIVE DATE 05/27/2020	4. ORDER NUMBER	5. SOLICITATION NUMBER 75D301-20-R-67989	6. SOLICITATION ISSUE DATE 05/15/2020
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lauren Peel		b. TELEPHONE NUMBER (No collect calls) (770) 488-2649	8. OFFER DUE DATE/ LOCAL TIME 05/21/2020
9. ISSUED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004			CODE 8219	10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE: % FOR SMALL BUSINESS SMALL DISADV. BUSINESS 8(A) SIC: 511210 SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED X SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFQ IFB X RFP
15. DELIVER TO			CODE	16. ADMINISTERED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004	
17a. CONTRACTOR/ OFFEROR DELOITTE CONSULTING LLP 1919 N LYNN ST ARLINGTON, VA 22209-1742 TELEPHONE NO.		CODE 019121586	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 404-718-8100 Atlanta, GA 30333-0080	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	COVID-19 Vaccine Distribution and Administration Tracking				
25. ACCOUNTING AND APPROPRIATION DATA See Section B				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,891,816.74	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. x 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			COPIES	29. AWARD OF CONTRACT: REFERENCE OFFER DATED 5/21/2020. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (Signature of Contracting Officer) Lauren Peel -S Digitally signed by Lauren Peel -S Date: 2020.05.27 13:45:55 -04'00'		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Lauren Peel	
				31c. DATE SIGNED 5/27/2020	
32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE		32c. DATE		36. PAYMENT COMPLETE PARTIAL FINAL	
				37. CHECK NUMBER	
41a. I CERTIFY THIS AMOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY (Print)		40. PAID BY
			42b. RECEIVED AT (Location)		
			42c. DATE REC'D		42d. TOTAL CONTAINERS

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A	Standard Form 1449	
B	Continuation of SF1449 (Block 19 – 24)	1
C	Performance Work Statement	3
D	Clauses	19
	<p><u>Contracting Officer:</u> Lauren Peel ijt9@cdc.gov 404.268.5395</p> <p><u>Contracting Officer’s Representative:</u> Kimberly Clark Kdc6@cdc.gov 404.639.1501</p> <p><u>Contractor POCs:</u> <div style="border: 1px solid black; background-color: yellow; padding: 5px; width: fit-content; margin: 5px 0;">(b)(4)</div> <div style="border: 1px solid black; background-color: yellow; padding: 5px; width: fit-content; margin: 5px 0;">(b)(4)</div></p>	

SECTION B - CONTINUATION OF SF1449
Time and Materials Contract

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	NOT TO EXCEED
0001	COVID-19 Mobile Application COVID-19 Vaccine Distribution and Administration Tracking Non-severable line item <u>Period of Performance: May 27, 2020 – August 30, 2020</u>	1 Job	(b)(4)	(b)(4)
	Line(s) Of Accounting: 9390EX3 2512 2020 75-2024-0943 C323111101 (b)(4)			
0004	IT Services and Application Updates COVID-19 Vaccine Distribution and Administration Tracking Severable line item <u>Period of Performance: May 27, 2020 – May 26, 2021</u>	1 Job	(b)(4)	(b)(4)
	Line(s) Of Accounting: 9390EX3 2512 2020 75-2024-0943 C323111101 (b)(4)			
0005	Travel <u>Period of Performance: May 27, 2020 – May 26, 2021</u>	1 Job	(b)(4)	(b)(4)
	Line(s) Of Accounting: 9390EX3 210A 2020 75-2024-0943 C323111101 (b)(4)			
0006	Other Direct Costs <u>Period of Performance: May 27, 2020 – May 26, 2021</u>	1 Job	(b)(4)	(b)(4)
	Line(s) Of Accounting: 9390EX3 2512 2020 75-2024-0943 C323111101 (b)(4)			

B.1 Labor Categories, Rates, and Hours, Includes ODCs and Travel

RFP Labor Category	Equivalent	Rate	Hours	Price
Health IT Senior Manager	Health IT Sr. Manager	(b)(4)	(b)(4)	(b)(4)
Health IT Manager	Health IT Manager			
Health IT Consultant	Health IT Consultant			
Health IT Center Associate Lead	Health IT Center Associate Lead			
Health IT Project Delivery Senior Analyst	Health IT Project Delivery Senior Analyst			
Health IT Project Delivery Analyst	Health IT Project Delivery Analyst			
Cybersecurity Senior Manager	Cybersecurity IT Sr. Manager			
Cybersecurity Senior Manager	Cybersecurity IT Sr. Consultant			
Senior Manager I	IT Sr. Manager			
Manager I	IT Manager			
Consultant II	IT Consultant			
Total Labor				
Travel				

ODCs	(b)(4)
Total Award Amount	\$15,891,816.74

B.2 This is a Time and Materials contract. Prices are established at a ceiling amount which the contractor exceeds at its own risk. This order includes various options that the Government may exercise by a unilateral modification to the order per the FAR. Options may be exercised at any time within the time indicated within the period of performance. However, the option period of performance may have to be modified and adjusted which would be done by bilateral modification.

B.3 Payment will be made on a monthly the basis of in accordance with FAR Clause 52.232-7, *Payment under Time-and-Materials and Labor-Hour Contracts*. The contractor will be required to show clearly the level of effort provided per month, i.e., number of labor hours, number of days and labor categories employed.

B.4 Priorities and Allocations Authority (HHS ACQUISITION ALERT 2020-10)

HHS reserves the right to exercise priorities and allocations authority with respect to this contract, to include rating this order in accordance with 45 CFR Part 101, Subpart A—Health Resources Priorities and Allocations System.

SECTION C – PERFORMANCE WORK STATEMENT

COVID-19 Vaccine Distribution and Administration Tracking Technology Support

SECTION 1 – BACKGROUND

The Centers for Disease Control and Prevention (CDC) has a mission to protect America from health, safety and security threats, both foreign and in the U.S. The CDC seeks to accomplish its mission by working with partners throughout the nation and the world to:

- monitor health
- detect and investigate health problems
- conduct research to enhance prevention
- develop and advocate sound public health policies
- implement prevention strategies
- promote healthy behaviors
- foster safe and healthy environments
- provide leadership and training

Advancing Immunization Information Systems (IIS) (IIS) is one of many ways CDC protects the Nation’s health. IIS are confidential, population-based, computerized databases that record all immunization doses administered by participating providers to persons residing within a given geopolitical area. At the *point of clinical care*, an IIS can provide consolidated immunization histories for use by a vaccination provider in determining appropriate client vaccinations. At the *population level*, an IIS provides aggregate data on vaccinations for use in surveillance and program operations, and in guiding public health action with the goals of improving vaccination rates and reducing vaccine-preventable disease.

IISs have many functions that play a critical role to improving individual and population health. IIS combine immunization information from different sources into a single record and provide official immunization records for school, day care, and camp entry requirements. IIS remind families when an immunization is due or has been missed. IIS help providers and parents determine when immunizations are due and help ensure that children get only the vaccinations they need. IIS are capable of exchanging immunization information with immunization healthcare providers. They also play an essential role in assessing vaccine uptake, assisting with vaccine evaluation and forecasting, assisting with vaccine ordering and inventory management, supporting outbreak investigation, calculating vaccine coverage estimates, and much more.

The National Center for Immunization and Respiratory Diseases (NCIRD), Immunization Services Division (ISD), Immunization Information Systems Support Branch (IISSB) works with CDC’s Office of Financial Resources to award and support 64 jurisdictions through the Vaccines for Children and 317 cooperative agreement. The current IIS framework is based on a set of IIS Functional Standards that can be implemented based on jurisdiction-specific preferences, policies, and priorities. The result is a somewhat fragmented set of systems with varying levels of capability across the nation. CDC has historically had very limited access to the data coming from IISs. In addition, CDC sponsors projects focused on building an Immunization Gateway to allow:

- multi-jurisdiction providers to connect once to the Gateway to exchange data with all of the IIS in the jurisdictions they serve rather than making individual connections to each IIS
- IIS to connect to one another to exchange data across jurisdictions
- consumer access to immunization histories

The current COVID-19 pandemic requires a new way of doing business with all stakeholders having access to near real-time information. Given the current state of IISs and the need for real-time or near real-time data at the state and federal level, there is a need for new technical solutions to support the early phases of the vaccine response in the fall of 2020 and ongoing effort to ready existing technical solutions for later phases of the response.

SECTION 2--SCOPE OF WORK

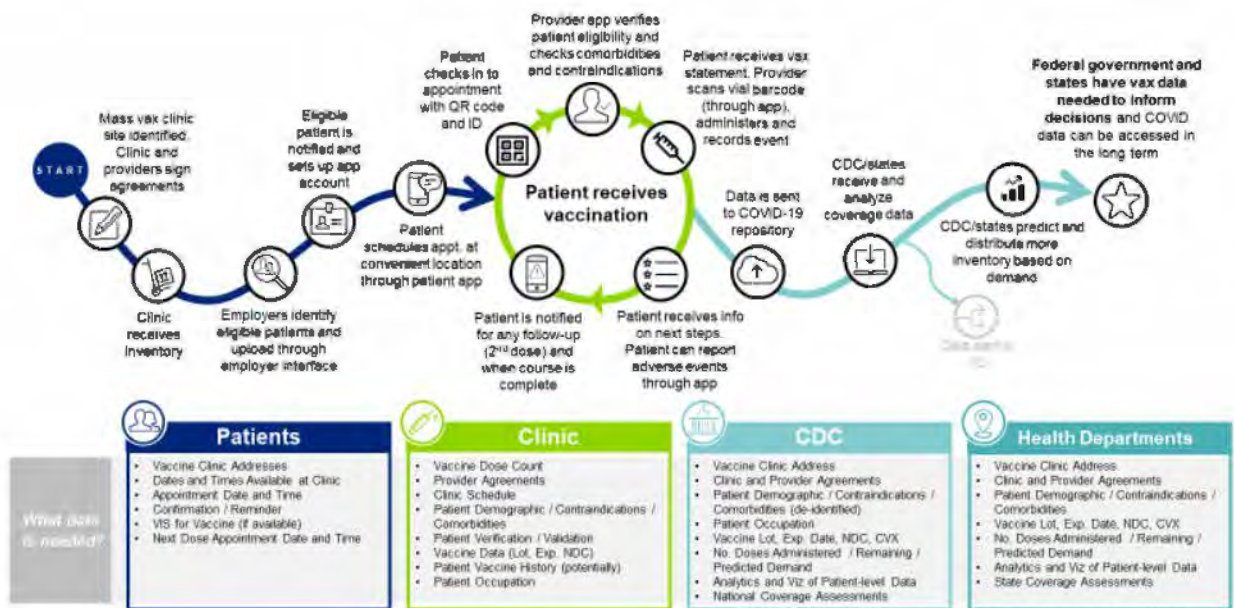
As a result of the COVID-19 pandemic, CDC/NCIRD has a need for a 2-pronged approach to monitoring vaccine distribution and administration as described in the figures below. In the early phases of vaccine response (fall 2020) where the primary method of vaccine administration is via mass vaccination clinics with limited numbers of providers and limited vaccine supply, a centralized COVID-19 mobile reporting application will be used to ensure states and CDC have real-time access to the data needed for decision-making. The mobile application must work in coordination with the Immunization Gateway to ensure complete and timely data on all doses administered. In subsequent phases of the vaccine response where there is more vaccine available and a wider provider network administering it, the primary means of getting data for state and CDC decision-making will be via existing provider EHRs and IISs using the Immunization Gateway (IZ Gateway).

This contract is for support to:

- define, plan, design, develop, deploy, maintain, and support a responsive design application for the early phases of the vaccine response
- ensure readiness of existing IIS and EHRs
- ensure readiness of mass vaccination clinics
- integrate with the Immunization Gateway
- ensure availability of data required by key stakeholders (e.g., states, CDC, clinics, providers) through a repository and dashboards

Figure 1: DRAFT data flow for early phases of vaccine response (mass vaccination)

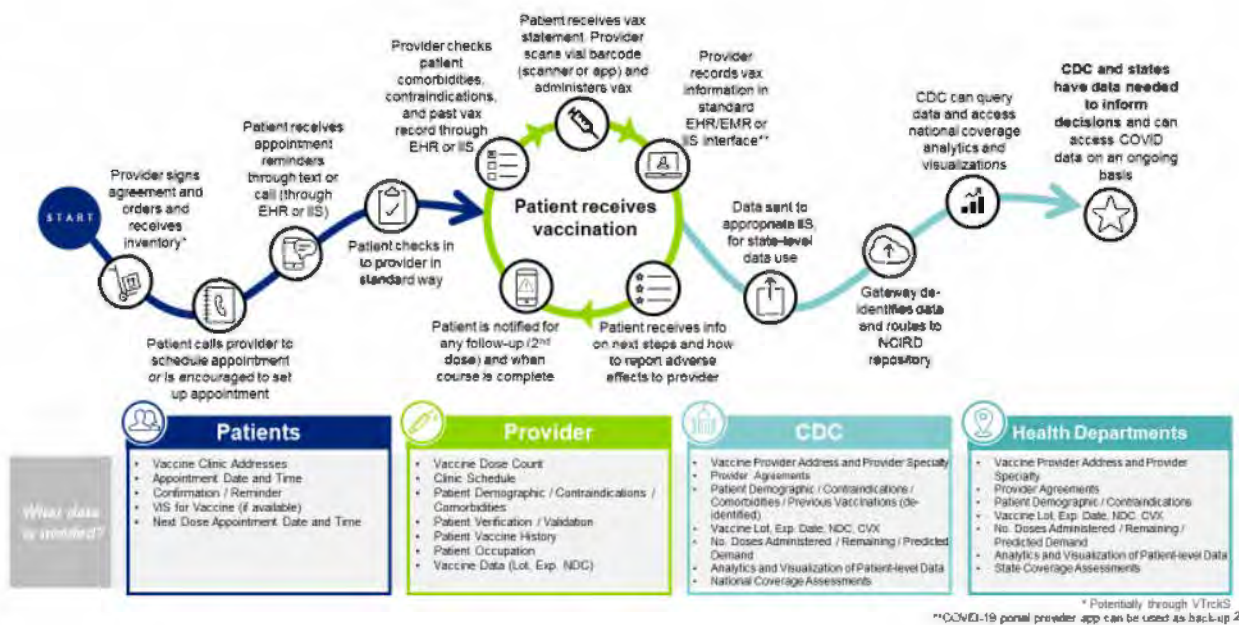
DRAFT



*Inventory could be ordered through VTrackS, state allocation, or other TBD mechanism 1

Figure 2: Draft data flow for later phases of vaccine response (general population)

DRAFT



SECTION 3 – TASKS

Task 1: Application Design and Development

Task 1.1: Planning & Design

The contractor shall provide support to define detailed requirements, a roadmap, testing plan, and implementation support for an application to support the vaccine response to:

1. develop a project plan to include a proposed work schedule showing milestones, critical activities, methodologies, required resources, and dependencies for the completion of work
2. manage risks and issues aligned to the work performed on this contract to ensure each work stream is producing according to plans and issues are identified early along with corresponding strategies for remediation
3. establish and maintain technical management and oversight of all work performed by assuring the technical excellence, cost effectiveness, and timeliness of all required work and deliverables
4. use agile development and technology best practices to guide planning including producing appropriate documentation consistent with [HHS/CDC Enterprise Performance Life Cycle](#) and Capital Planning requirements at every phase of the process
5. finalize detailed business, functional, and technical requirements to guide application development consistent with industry best practices
6. Based on the requirements, identify technical architecture, recommend application(s) components to be delivered, define technologies should be used to build and deliver them, and determine how the applications should be designed, deployed and integrated in the most effective and flexible way.
7. develop a detailed application release schedule
8. develop a detailed roadmap for the design, testing, and implementation of the application
9. engage stakeholders in planning for the application
10. assist with planning efforts to ensure mass vaccination clinics, those connected to the IZ gateway and those that are not, can incorporate the COVID-19 application within the workflow required to administer and report a vaccine encounter
11. maintain transparent communication with CDC on all aspects of the work and develop communications materials appropriate for sharing with other stakeholders

12. integrate planning and development work with the larger response effort, especially the CDC Vaccine Task Force and laboratory and serology testing experts, to ensure seamless coordination by CDC and its contractors
13. conduct regular interoperability forums with key stakeholders to develop critical exchanges/protocols that ensure a robust ecosystem for nationwide vaccine tracking applications
14. integrate planning and development, where feasible, with apps and tools being used for COVID response by state and local public health such as contact tracing including proximity tracking and testing.

Task 1.2: Development

The contractor shall develop an application to support vaccine response. The vendor shall:

1. use technology best practices for agile development to guide development, hosting, testing, and implementation
2. use an existing proven highly configurable, scalable, and secure cloud-based platform to develop, test, and host the application
3. use a platform that includes two-way text capability, CRM, QR codes and other technology to optimize user experience and limit manual data entry
4. use a platform that has the ability to: identify high priority populations for vaccine administration, register patients, direct patients to vaccination sites, conduct onsite triage, manage inventory, and integrate into existing technology solutions (see figure 1)
5. use platform that enables program staff to make minor changes without the need for additional development and plan for the potential for multiple workflows based on jurisdiction-specific needs
6. use a platform that allows for online and offline use and is flexible enough to support a myriad of situations (no internet access, bulk upload of data, manual data entry, QR scanning)
7. leverage an applicable CI/CD pipeline to ensure a fast and effective streamlined process of getting product to the consumer
8. comply with all CDC and HHS security requirements for hosting an application
9. comply with HIPAA requirements for protection of health information
10. establish and maintain the appropriate environments to support full implementation of the application
11. establish a process for managing and mitigating application defects and issues
12. use technology best practices to produce appropriate documentation at every phase of the process consistent with HHS/CDC Enterprise Performance Life Cycle and Capital Planning requirements
13. support strategic discussions, tracking deliverables, and providing assistance with general management and organizational activities, including project management
14. develop and support a framework for stakeholder engagement at every phase of the development and implementation process including joint requirements development and testing
15. engage stakeholders in development and testing of the application and internet site
16. develop application design, data model, and architecture that meets all requirements
17. develop dashboards and analytical tools to support decision-making and tracking of vaccine distribution and administration, patient triage, vaccine inventory and dose-level administration
18. incorporate methods to ensure high quality data (e.g., de-duplication algorithms, patient matching processes)
19. design and implement system interfaces to: IIS, IZ Gateway, and other systems required to ensure effective triage, directing people to vaccine (Vaccine Finder), and tracking of the vaccine administration as defined by CDC and critical stakeholders
20. develop functionality, for use by state and local public health departments and other entities (e.g., clinics, schools, ad hoc vaccination sites, providers) allocated vaccine by CDC, to manage enrollment of providers and healthcare facilities who would be required to sign a CDC-developed COVID Provider Enrollment form.
21. design and implement real-time data sharing including via a CDC data repository

Task 1.3: Testing, Deployment, and Maintenance

The contractor shall test and implement functionality for the COVID-19 vaccine response to:

1. develop a testing plan in collaboration with CDC that incorporates extensive User Acceptance Testing (UAT) and regression testing
2. plan and implement extensive security testing
3. test system interfaces to: IIS, IZ Gateway, and other systems required to ensure effective tracking of vaccine administration

4. pilot test the application prior to full-scale implementation
5. ensure all issues and defects identified from testing are mitigated before moving to production
6. deploy the application to various stakeholders (e.g., clinic sites, employers, providers, etc.)
7. maintain the application and website throughout the response and make adaptations to meet critical needs as the situation evolves
8. collaborate with CDC staff working to incorporate data into dashboards developed by CDC/HHS

Task 2: Training and Implementation Support

The contractor shall support ongoing implementation through the development of detailed training materials and maintenance of a help center to:

1. develop a detailed operations manual covering all aspects, roles, and use cases for the new platform
2. develop role-based job aids
3. maintain user support throughout the implementation process including a fully-staffed help desk available to respond to calls, emails, etc., within normal business hours in all time zones
4. work with CDC to identify the appropriate metrics based on best practices to measure help desk productivity and effectiveness and comply with the established metrics
5. develop a model training plan that can be used by immunization programs to develop training plans specific to their stakeholders and implementation processes
6. develop a service level agreement with CDC that includes response timeframes for types of issues during implementation and maintenance

Task 3: Readiness of IIS Network

The contractor shall support ongoing efforts to ensure a robust nation-wide network of immunization information systems by advancing new approaches and providing technical assistance to:

1. engage stakeholders in planning for IIS future state
2. assist with onboarding all 64 IISs and large, multi-state providers onto the IZ Gateway to support the longer-term response effort and routine vaccination
3. defining IIS requirements to support general population vaccination during and post-response
4. identifying methods to ensure data access by key stakeholders at the local, state, and federal level create a nation-wide network of immunization systems

Section 4—Deliverables

Task	Deliverable	Description	Delivery Date	Deliver To
1.1	CDC Kick-off Meeting Summary	Conduct an initial in-person kick-off meeting with CDC to review the project goals and objectives, platform requirements, and discuss the contractor’s proposed plans, activities, timeframes, and staff who will participate in the project no later than 5 days after award of contract.	5 days after contract award	COR, TM
1.1	Project Plan	Within 2 days of kickoff meeting, high level milestones for each work stream will be agreed upon followed by a detailed project plan and schedule within 30 calendar days.	2 days after kickoff meeting	COR, TM
1.1	Performance Problem Reporting	Verbal identification of problems or potential problems affecting contract performance should be brought to the attention of the COR and/or the Contracting Officer (CO) as soon as possible and followed by written reports.	Written report due within three (3) days from verbal notification when directed by the CO or the COR.	COR, TM

1.1	Bi-weekly status report and weekly meeting	Summary of bi-weekly project progress including a project roadmap or dashboard showing milestones accomplished and pending; completed and pending work products and deliverables; risks, issues and mitigation strategies; planned activities and any specific work product or deliverable requiring CDC input, and any other information or data deemed appropriate for inclusion by both parties. Team meetings scheduled weekly with CDC	First draft due two weeks after award and subsequent iterations due every two weeks thereafter. Weekly meetings (minimum)	COR, TM
1.1, 1.2, 1.3	EPLC artifacts	Written artifacts as required by HHS/CDC Enterprise Performance Lifecycle and Capital Planning and Investment Control (CPIC) processes. Artifacts may be combined (e.g., project management plan and process agreement) into one deliverable, if contractor and COR agree. Note: all deliverables and stage gate materials must be reviewed and approved by COR prior to commencing CDC IR Governance reviews. Final EPLC artifacts will be based upon agreed upon framework (e.g., agile, shared, incremental)	Provided at least 7 days prior to stage gate review (see Appendix 1 for required artifacts for full EPLC process)	COR, TM
1.1, 1.2	Roadmap	Detailed plan for development, release schedules, and deployment	15 days after kickoff meeting	COR, TM
1.2	Requirements Documentation	Document detailing the business, functional, technical, hosting and security requirements for the application	15 days after kickoff meeting	COR, TM
1.2	System design and architecture documentation	Document based on the requirements that provides a description of the design of the application and the required interfaces at the appropriate level of detail that would allow for application development	15 days after kickoff meeting	COR, TM
1.3	Testing plan	A document containing a detailed test plan that addresses the types of test to be performed, test cases, when the tests will be performed, who needs to test and how the issues and defects identified during testing will be mitigated. The test plan should be signed off by CDC.	20 days after kickoff meeting	COR, TM
1.1, 1.2, 1.3	Application	Application will include workflow described in figure 1 and identified requirements as prioritized by CDC with consultation from contractor	June 30, 2020	COR, TM

1.1, 1.2, 1.3	Pilot Test	Pilot test application in at least 3 sites	Pilot start date August 1, 2020	COR, TM
1.1, 1.2, 1.3	Updated application	Updated application based on pilot test results, including functioning interfaces	15 days after conclusion of the pilot test – no later than August 15, 2020	COR, TM
2	Training materials	Document containing all the artifacts developed to train end users, including the user manual, job aids, design documents, and other artifacts produced by the contractor	Draft user manual July 15, 2020. Final materials August 15, 2020	COR, TM
2	Help Center	Ongoing support during core business hours, as defined by the Consortium, for jurisdictions in the process of implementing the new platform	August 15, 2020	COR, TM
2	Help Center Metrics Report	Document detailing the results of measuring the agreed upon metrics established to assess the performance of the Help Center	Weekly	COR, TM
2	Service Level Agreement	Document describing metrics for quality and availability of service and application and outlines responsibilities.	August 1, 2020	COR, TM
3	Technical Assistance	Hands on assistance to states connecting to IZ Gateway (as needed)	Include in status report-- First draft due two weeks after award and subsequent iterations due every two weeks thereafter Weekly meetings (minimum)	COR, TM
3	Future State Model	Document describing feasible scenarios with recommendations and an implementation plan for the chosen approach	June 15, 2020	COR, TM

SECTION 5: PERFORMANCE MATRIX

PERFORMANCE-BASED MATRIX				
Desired End Result	Feature(s) of end result to be surveilled (Indicator).	The required performance level for each feature (Standard).	Quality Assurance*	Incentives/Payment-Quality Link
Established project management structure based on best practices to ensure successful performance of the SOW	Quality of Product/Service	<ul style="list-style-type: none"> 100% of submitted reports are accurate, relevant, and reliable Developed solutions are 100% regulatory compliant 	Review of weekly and monthly status meetings / reports	Favorable or Unfavorable Performance Evaluation
Web accessible mobile app to support the vaccine response to the COVID-19 outbreak	Develop and deploy application consistent with stated requirements and with all required interfaces with other systems	All required milestones and deliverables will be achieved within the schedule as specified in the contract	Periodic review of the application against the requirements at the federal level and in end user test environments	Favorable or Unfavorable Performance Evaluation
Contract Management	Adherence to schedule Cost Control Business Relations Management of Personnel	<ul style="list-style-type: none"> All milestones tasks, and deliverables of the project are completed within deadlines determined by the team. No more than a 2% deviation in planned versus actual labor costs for the performance period being surveilled Recommended IT solutions/products are within the budgetary limits of the contract Responsive to ad hoc (within-scope) requirements and complies IAW the agreed upon timeframe Invoicing is properly documented and timely submitted Contractor personnel in sufficient numbers and possessing the requisite skill sets are available/ provide 	Periodic comparison of cumulative invoicing and pricing / staffing plans COR observations OCFO / OAS feedback	<ul style="list-style-type: none"> Payment is linked to quality through FAR clauses 52.246-6 Inspection of Services – Time and Material and Labor Hour The Government shall accept or reject the work as promptly as practicable after delivery. Government failure to inspect and accept or reject the work shall not relieve the Contractor from responsibility, nor impose liability on the Government, for non-conforming work. Work is nonconforming when it is defective in material or workmanship or is otherwise not in conformity with contract requirements. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements; the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude

		<p>technical support for EACH business day of the performance period.</p> <ul style="list-style-type: none"> • Key Personnel are not removed from the project without prior consent / concurrence of the COR. 		<p>that portion of the rate attributable to profit.</p> <ul style="list-style-type: none"> • If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.
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SECTION 6: INFORMATION SECURITY

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) 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:
 - a. 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.

- b. 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.
 - c. 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.
 - d. 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

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 Moderate High

- 4) **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 3 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*.
- 5) **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.
- 6) **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).
- 7) **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)*.
 - 8) **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.
 - 9) **Contract Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents as outlined in CDC policies to comply with contract deliverables as appropriate.
 - 10) **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 prior to performing any work on behalf of HHS.
- 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 the COR upon request and at the conclusion of the contract.

11) **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. 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.

12) **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 to determine whether or not a full PIA needs to be completed.

a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the CDC SOP or designee with completing a PIA for the system or information within **7 days** after completion of the PTA and in accordance with HHS policy and OMB M-03-22, *Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002*.

b. The Contractor shall assist the OpDiv 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 agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces 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 Information Security Awareness, 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 **annually** commensurate with their role and responsibilities in accordance with HHS policy and the *HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum*.
- 3) **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*, and CDC Implementation of the HHS Rules of Behavior for Use of HHS Information Technology Resources.

- 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 Information 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

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by CDC Computer Security Incident Response Team (CSIRT) **within 24 hours**, whether the response is positive or negative.

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

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

- 1) 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.
- 2) NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send CDC approved notifications to affected individuals within 30 days.
- 3) Report all suspected and confirmed information security and privacy incidents and breaches to the CDC Computer Security Incident Response Team (CSIRT) at 866-655-2245 and CSIRT@cdc.gov, COR, CO, CDC SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than **one (1) hour**, and consistent with the applicable CDC and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 - a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - b. not include any sensitive information in the subject or body of any reporting e-mail; and
 - c. encrypt sensitive information in attachments to email, media, etc.
- 4) Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information*, HHS and CDC incident response policies when handling PII breaches.
- 5) Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing,

or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation.

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 following position sensitivity designation levels apply to this solicitation/contract: Public Trust Level 5.

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*.

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 within 7 days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 7 days of the 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).
- 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 within 7 days 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 Contractor Employee Separation Checklist when an employee terminates work under this contract within 1 day of the employee's exit from the 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/CDC policies and shall not dispose of any records unless authorized by HHS/CDC.

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/CDC policies.

SECTION 7: TRAVEL

The nature of work may require travel to various locations, including CDC, meetings and to partner sites. All travel shall be in accordance with the Federal Travel Regulations (FTR) and the Joint Travel Regulations (JTR) and adhere to FAR 31.205-46. The contractor shall ensure that the requested travel costs will not exceed the amount authorized in this contract or task order. Travel must be submitted to COR in an official request with anticipated expenses and justification. Travel shall be scheduled during normal duty hours whenever possible.

Prior Approval: Requests for travel approval shall:

1. Be prepared in a legible manner
2. Include a description of the purpose of the trip
3. Be summarized by traveler
4. Identify the contract/task order number
5. Identify the contract/task order CLIN
6. Be submitted in advance of the travel with sufficient time to permit review and approval.

All travel must be authorized by the COR and be in compliance with the contract and all other applicable requirements.

SECTION 8: DEFINITIONS AND ACRONYMS

AIM	Association of Immunization Managers
AIRA	American Immunization Registry Association
Awardee	State, local and territorial immunization program
CDC	Centers for Disease Control and Prevention
Centralized Services	Refers to centralized efforts to pool resources to address the needs and challenges of IIS. Centralized services are collaborative and responsive way to develop standardized and reusable resources that can be implemented in a more flexible manner.
Economies of Scale	Refers to cost and/or time savings resulting from two or more parties sharing the cost of design and development for a system with components that have the same or similar function.
HER	Electronic Health Record
IIS	Immunization Information Systems
IIS-EHR Interoperability	Interoperability as applied to immunization record exchange between EHR systems and statewide IIS means the ability to share patient immunization records electronically through HL7 standard communication protocols.
IISB	Immunization Information Systems Support Branch
ISD	Immunization Services Division
NCIRD	National Center for Immunization and Respiratory Diseases
Strategy	The method or plan for achieving a desired goal
Activity	The unit of work required to achieve a strategy

SECTION 9: PLACE OF PERFORMANCE

Work under this contract will be performed offsite and onsite at the CDC Atlanta location. The nature of this work will require that employees performing work on-site at CDC be processed through appropriate security clearance processes. Employees failing to receive the appropriate NACI clearance will be replaced with a suitable replacement within 30 days after notification. The contractor will have access to both CDC IT systems and CDC facilities but access will be controlled through use of a CDC-issued HSPD-12 compliant ID badge. When appropriate, teleworking is also permitted on this contract. The offeror is required to demonstrate they have the appropriate infrastructure and resources to perform work from home or other site locations. Work for this contract also requires

multiple meetings with CDC. The offeror must demonstrate the ability to have resources available in person to participate onsite at CDC locations in Atlanta when required.

SECTION 10: HOURS OF WORK

The CDC has a flexible work program schedule that allows individuals to begin work as early as 6:30AM and end as late as 6:00 PM at the discretion of the project officer. Normal business hours are 8:00 AM to 4:30 PM, Monday through Friday, except Government observed holidays

SECTION 11: HHSAR Provision, 352.239-73: Electronic and Information Technology Accessibility Notice

(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/sec508/standards.htm>.

(c) The Section 508 accessibility standards applicable to this contract are: 1194.

- 205 WCAG 2.0 Level A & AA Success Criteria
- 302 Functional Performance Criteria
- 502 Inoperability with Assistive Technology
- 503 Applications
- 504 Authoring Tools
- 602 Support Documentation
- 603 Support Services

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 documentation 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 Web site <http://hhs.gov/web/508>.

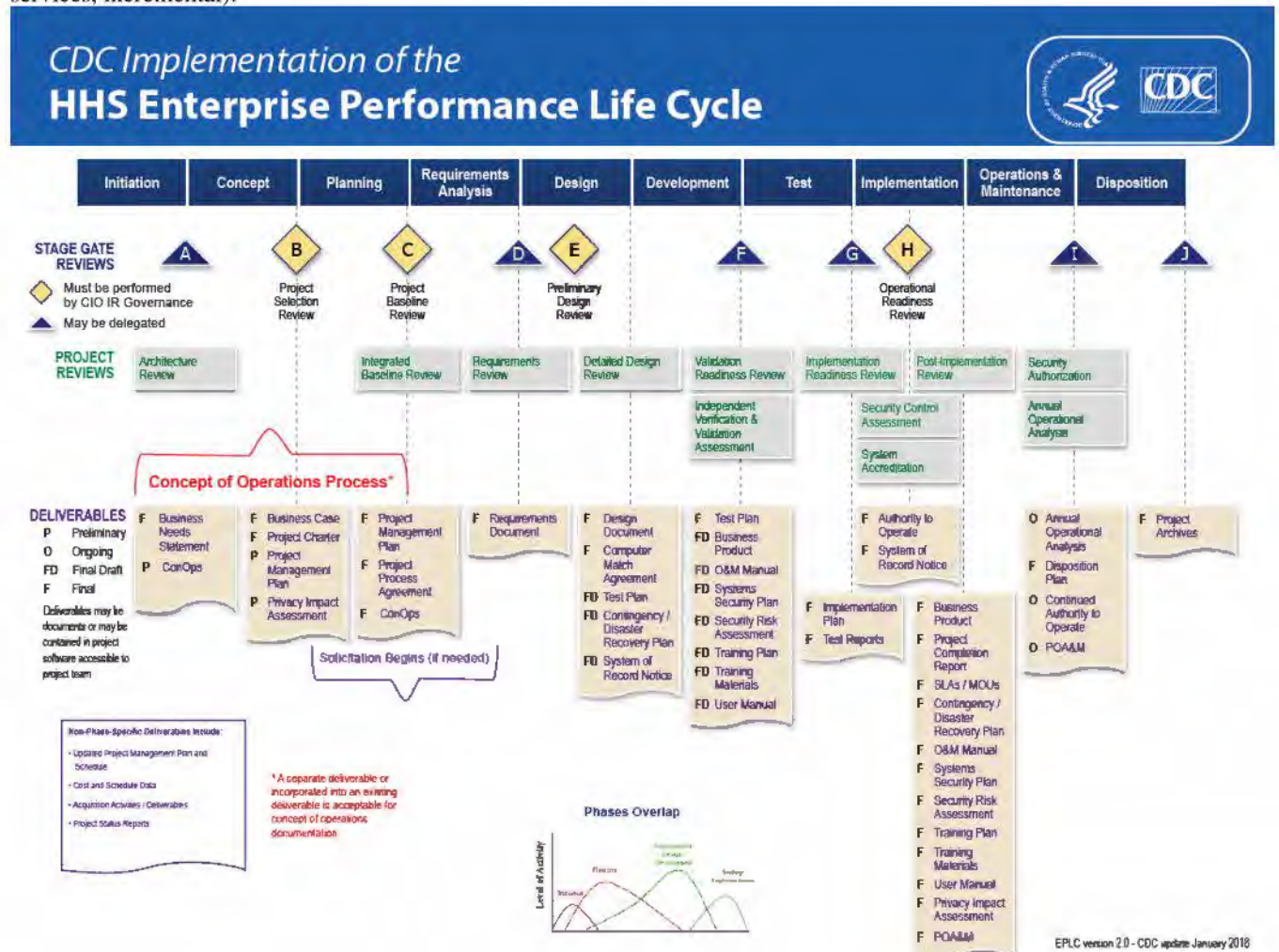
In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any 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 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)

Appendix 1 - Enterprise Performance Life Cycle

The diagram below describes the full EPLC process, which may be adapted based on methodology (agile, shared services, incremental).



SECTION D – CONTRACT CLAUSES

D.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): <https://www.acquisition.gov/browse/index/far>

FAR SOURCE	TITLE AND DATE
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.204-17	Ownership or Control of Offeror (Jul 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-20	Predecessor of Offer (Jul 2016)
52.212-4	Contract Terms and Conditions - Commercial Items (Oct 2018)
52.212-4, Alternate I	Contract Terms and Conditions-Commercial Items (Alternate I) (Jan 2017)
52.227-14	Rights in Data – General (May 2014)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Contractors (Dec 2013)
52.244-6	Subcontracts for Commercial Items (Aug 2019)

D.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Mar 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved].

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

(ii) Alternate I (Mar 2020) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Mar 2020) of 52.219-4.

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).

(ii) Alternate I (Mar 2020).

(iii) Alternate II (Nov 2011).

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Mar 2020) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Mar 2020) of 52.219-9.

(v) Alternate IV (Aug 2018) of 52.219-9

(18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

(27) 52.222-3, Convict Labor (June 2003) (E.O.11755).

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(30) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

(31) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ii) Alternate I (July 2014) of 52.222-35.

(32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

(ii) Alternate I (July 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(35) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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- __ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
 - __ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
 - __ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).
 - __ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
 - __ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
 - __ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
 - X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
 - __ (45) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
 - __ (46) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
 - X (47) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
 - __ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
 - __ (48) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
 - __ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - __ (ii) Alternate I (*May 2014*) of [52.225-3](#).
 - __ (iii) Alternate II (*May 2014*) of [52.225-3](#).
 - __ (iv) Alternate III (*May 2014*) of [52.225-3](#).
 - __ (50) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
 - __ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - __ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - __ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).
 - __ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).
 - __ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
 - __ (56) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
 - X (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
 - __ (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C.3332](#)).
 - __ (59) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C.3332](#)).
 - X (60) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).
 - X (61) [52.242-5](#), Payments to Small Business Sbncontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).
 - __ (62) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 - __ (ii) Alternate I (*Apr 2003*) of [52.247-64](#).
 - __ (iii) Alternate II (*Feb 2006*) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- __ (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).
 - __ (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).
 - X (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - __ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

(7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

(viii) [52.222-26](#), Equal Opportunity (*Sept 2015*) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C.4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C.4212](#))

(xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

(xiv) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (*Mar 2015*) of [52.222-50](#)([22 U.S.C. chapter 78](#)and E.O 13627).

(xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).

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- (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) Alternate I (Jan 2017) of [52.224-3](#).
 - (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

D.4 HHSAR Clauses:

352.203-70	Anti-Lobbying (Dec 2015)
352.208-70	Printing and Duplication (Dec 2015)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
352.223-70	Safety and Health (Dec 2015)
352.224-70	Privacy Act (Dec 2015)
352.224-71	Confidential Information (Dec 2015)
352.227-70	Publications and Publicity (Dec 2015)
352-231-70	Salary Rate Limitation (Dec 2015)
352.233-71	Litigation and Claims (Dec 2015)
352.239-74	Electronic and Information Technology Accessibility (Dec 2015)
352.270-9	Non-Discrimination for Conscience (Dec 2015)

CDC Clauses:

D.5 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 3033

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

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- (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)

D.6 CDCP_G009 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)

D.7 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)

D.8 CDC0_G018 Payment by Electronic Funds Transfer (Feb 2018)

(a) 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.

(b) 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.

(c) 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.

(d) 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)

D.9 CDC42_0001 Non-Personal Services (Apr 2015)

(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 "Identification of Contractors' Employees and Safeguarding Government 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 substance of this clause. 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 this clause shall be included in all subcontracts at any tier.

(d) Nothing in this clause shall limit the Government's rights in any way under any other provision 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)

D.10 CDCA_H037 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Feb 2011)

(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

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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 of this clause, 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 clauses.
- 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)

D.11 CDC0_H022 Smoke Free Working Environment (May 2009)

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

(End of Clause)

D.12 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

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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.

D.13 Non-Disclosure Agreement for Contractor and Contractor Employees

(a) 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.

(b) The NDA made part of this clause, exhibit I and II, is required in service contracts where positions and/or functions proposed to be filled by contractor's employees will have access to non-public and procurement-sensitive information. 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 (when communication or interaction relates to the contractor's work with the CDC), and members of the public. 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."

- (a) The Contractor shall inform employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (b) During the contract performance period, the Contractor is responsible to ensure that all additional or replacement contractors' employees sign a NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (c) 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 meeting where sensitive information may be discussed.
- (d) The Contractor shall prepare and maintain a current list of employees working under NDA's 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 Performance Work Statement (PWS), Requests for Quote (RFQ), 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; offeror's 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 Quote (RFQ), 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; offeror's identities; technical and cost data; the identity of government personal 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),

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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

Name of 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

D.14 CDCA_H040 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/hs/manuals/lmm/index.html](https://intranet.hhs.gov/about/hs/manuals/lmm/index.html) or considered Sensitive as defined in [CDC's Sensitive Items List \(http://intranet.cdc.gov/oft/documents/contracts/Authorized-Prohibited-List.pdf\)](http://intranet.cdc.gov/oft/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)

**D.15 CDC100_0003 Public Access To CDC Funded Digital Public Health Data (Nov 2018)
Public Health Data**

Definition: Public Health data means digitally recorded factual material commonly accepted in the scientific community as a basis for public health findings, conclusions, and implementation
When CDC is funding, in whole or in part, via a contract as defined in FAR 2.101, with respect to public health data, a CDC-approved Data Management Plan (DMP) – a plan for digital data management, sharing, and preservation is required prior to commencing any related services or work. For contracts where public health data collection or generation activities may become necessary during the period of performance (e.g. via contract modification), a DMP will be required to be submitted and evaluated during the period of performance. The DMP is a deliverable and a living document that should be updated throughout the life cycle of data. A final DMP is required at the end of the contract performance that shows where the data are deposited and how they are being made accessible or justification provided for not doing so.

Data Management Plan

A DMP for each collection and/or generation of public health data should include the following information:

- A description of the public health data to be collected or generated in the contract period of performance;
- Standards to be used for the collected or generated public health data;
- Mechanisms for or limitations to providing access to and sharing of the data (include a description of provisions for the protection of privacy, confidentiality, security, intellectual property, or other rights) or justification for why data cannot be made accessible. This section should address access to identifiable and de-identified data (see below for additional information about access);
- Statement of the use of data standards that ensure all released data have appropriate documentation that describes the method of collection, what the data represent, and potential limitations for use; and
- Plans for archiving and long-term preservation of the data, or explanation of why long-term preservation and access are not justified. This section should address archiving and preservation of identifiable and de-identified data (see below for additional information regarding archiving).

Access to and Archiving of the Data

To the extent that is feasible, contractors should make public health data accessible. Rights in Data clauses (FAR 52.227-14 Rights in Data – General, [52.227-16](#), Additional Data Requirements, FAR 52.227-17 Rights in Data – Special Works, or FAR 52.227-18 Rights in Data-Existing Works), may be applicable and incorporated into contracts, depending on the Performance Work Statement involved. The data rights clauses give the government “unlimited rights” in data first produced (when funded by government solely) in the performance of a contract. “Unlimited rights” is an unlimited license to use, disclose or reproduce the data; it does not give the government ownership of the data. Unlimited rights in data would allow the government to archive and make public non-proprietary data first produced in contract performance.

Contracts that do not include terms for submittal of public health data to CDC, are expected to plan and prepare for providing access to, and archiving/long-term preservation of, collected and/or generated data within the contract period of performance, as set forth below. The final version of a collected and/or generated data set intended for release or sharing should be made available within thirty (30) months after the end of the data collection or generation, except surveillance data, which should be made accessible within a year of the end of a collection cycle. For public use de-identified (removal of sensitive identifiable or potentially identifiable information) datasets, an accompanying data dictionary, and other documentation relevant to use of the data set should be deposited in a sustainable repository to provide access to the data. Data that cannot be de-identified can be provided as restricted data upon request under a data-use agreement or onsite controlled use.

For data underlying a scientific publication, the contractor shall make the data available coincident with publication of the paper, at a minimum a machine-readable version of the data tables shown in the paper, unless the data set is already available via a release or sharing mechanism. In addition, contractors should ensure the quality of data they make accessible and seek to provide the data in a machine readable and nonproprietary format. Contractors who fail to release public health data in a timely fashion may be subject to procedures normally used to address failure to comply with the terms and conditions of the contract and may be grounds for the Contracting Officer to terminate the contract for default. Irrespective of whether the data are made accessible or not, Public health data of value should be preserved long-term.

A final DMP is required at the end of the contract performance. The final DMP will indicate the location of the deposited data and the manner of access granted to the data. There needs to be an adequate justification for not

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making data accessible and this justification must be documented in the DMP and approved by the Contracting Officer's Representative.

Additional information is available at <https://www.hhs.gov/open/publicaccess/index.html>.

(End of Requirement)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 44					
2. CONTRACT NO. 75D30120C08239		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 75D301-20-R-67989					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lauren Peel				b. TELEPHONE NUMBER (No collect calls) (770) 488-2649					
9. ISSUED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004				CODE 8219		10. THIS ACQUISITION IS x UNRESTRICTED SET ASIDE: % FOR SMALL BUSINESS SMALL DISADV. BUSINESS 8(A) SIC: 511210 SIZE STANDARD:					
						11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED X SEE SCHEDULE					
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)					
						13b. RATING					
						14. METHOD OF SOLICITATION RFQ IFB X RFP					
15. DELIVER TO				CODE		16. ADMINISTERED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004					
17a. CONTRACTOR/OFFEROR DELOITTE CONSULTING LLP 1919 N LYNN ST TELEPHONE NO.				CODE 0191215		FACILITY CODE					
						18a. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 404-718-8100 Atlanta, GA 30333-0080					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE				
		COVID-19 Vaccine Distribution and Administration Tracking Proposal Due May 21, 2020									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
x 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				COPIES				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)							
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Lauren Peel			31c. DATE SIGNED				
32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE			32c. DATE	36. PAYMENT COMPLETE PARTIAL FINAL			37. CHECK NUMBER				
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS AMOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)							
				42c. DATE REC'D		42d. TOTAL CONTAINERS					

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SECTION B - CONTINUATION OF SF1449

Time and Materials Contract

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	NOT TO EXCEED:
0001	Mobile Application COVID-19 Vaccine Distribution and Administration Tracking Non-severable line item Period of Performance: May 25, 2020 – September 30, 2020	1 Job		
0002	IT Services and Application Updates COVID-19 Vaccine Distribution and Administration Tracking Severable line item Period of Performance: May 25, 2020 – May 24, 2021	1 Job		
0003	Travel	1 Job		(b)(4)

B.1 Labor Categories, Rates, and Hours, Includes ODCs and Travel - [To be finalized upon award]

The Government estimates that the requirements of this PWS can be fulfilled utilizing a total annual range of hours as reflected below. However, the offerors are advised to conduct their own analysis of the requirements and propose their best solutions based upon their independent assessments.

Labor Category	Hours
Health IT Senior Manager	(b)(4)
Health IT Manager	
Health IT Consultant	
Health IT Center Associate Lead	
Health IT Project Delivery Senior Analyst	
Health IT Project Delivery Analyst	
Cybersecurity Senior Manager	
Cybersecurity Senior Manager	
Senior Manager I	
Manager I	
Consultant II	

B.2 This is a Time and Materials contract. Prices are established at a ceiling amount which the contractor exceeds at its own risk. This order includes various options that the Government may exercise by a unilateral modification to the order per the FAR. Options may be exercised at any time within the time indicated within the period of performance. However, the option period of performance may have to be modified and adjusted which would be done by bilateral modification.

B.3 Payment will be made on a monthly the basis of in accordance with FAR Clause 52.232-7, *Payment under Time-and-Materials and Labor-Hour Contracts*. The contractor will be required to show clearly the level of effort provided per month, i.e., number of labor hours, number of days and labor categories employed.

SECTION C – PERFORMANCE WORK STATEMENT

COVID-19 Vaccine Distribution and Administration Tracking Technology Support

(May 25, 2020 – May 24, 2021)

SECTION 1 – BACKGROUND

The Centers for Disease Control and Prevention (CDC) has a mission to protect America from health, safety and security threats, both foreign and in the U.S. The CDC seeks to accomplish its mission by working with partners throughout the nation and the world to:

- monitor health
- detect and investigate health problems
- conduct research to enhance prevention
- develop and advocate sound public health policies
- implement prevention strategies
- promote healthy behaviors
- foster safe and healthy environments
- provide leadership and training

Advancing Immunization Information Systems (IIS) (IIS) is one of many ways CDC protects the Nation's health. IIS are confidential, population-based, computerized databases that record all immunization doses administered by participating providers to persons residing within a given geopolitical area. At the *point of clinical care*, an IIS can provide consolidated immunization histories for use by a vaccination provider in determining appropriate client vaccinations. At the *population level*, an IIS provides aggregate data on vaccinations for use in surveillance and program operations, and in guiding public health action with the goals of improving vaccination rates and reducing vaccine-preventable disease.

IISs have many functions that play a critical role to improving individual and population health. IIS combine immunization information from different sources into a single record and provide official immunization records for school, day care, and camp entry requirements. IIS remind families when an immunization is due or has been missed. IIS help providers and parents determine when immunizations are due and help ensure that children get only the vaccinations they need. IIS are capable of exchanging immunization information with immunization healthcare providers. They also play an essential role in assessing vaccine uptake, assisting with vaccine evaluation and forecasting, assisting with vaccine ordering and inventory management, supporting outbreak investigation, calculating vaccine coverage estimates, and much more.

The National Center for Immunization and Respiratory Diseases (NCIRD), Immunization Services Division (ISD), Immunization Information Systems Support Branch (IISSB) works with CDC's Office of Financial Resources to award and support 64 jurisdictions through the Vaccines for Children and 317 cooperative agreement. The current IIS framework is based on a set of IIS Functional Standards that can be implemented based on jurisdiction-specific preferences, policies, and priorities. The result is a somewhat fragmented set of systems with varying levels of capability across the nation. CDC has historically had very limited access to the data coming from IISs. In addition, CDC sponsors projects focused on building an Immunization Gateway to allow:

- multi-jurisdiction providers to connect once to the Gateway to exchange data with all of the IIS in the jurisdictions they serve rather than making individual connections to each IIS
- IIS to connect to one another to exchange data across jurisdictions
- consumer access to immunization histories

The current COVID-19 pandemic requires a new way of doing business with all stakeholders having access to near real-time information. Given the current state of IISs and the need for real-time or near real-time data at the state

and federal level, there is a need for new technical solutions to support the early phases of the vaccine response in the fall of 2020 and ongoing effort to ready existing technical solutions for later phases of the response.

SECTION 2--SCOPE OF WORK

As a result of the COVID-19 pandemic, CDC/NCIRD has a need for a 2-pronged approach to monitoring vaccine distribution and administration as described in the figures below. In the early phases of vaccine response (fall 2020) where the primary method of vaccine administration is via mass vaccination clinics with limited numbers of providers and limited vaccine supply, a centralized COVID-19 mobile reporting application will be used to ensure states and CDC have real-time access to the data needed for decision-making. The mobile application must work in coordination with the Immunization Gateway to ensure complete and timely data on all doses administered. In subsequent phases of the vaccine response where there is more vaccine available and a wider provider network administering it, the primary means of getting data for state and CDC decision-making will be via existing provider EHRs and IISs using the Immunization Gateway (IZ Gateway).

This contract is for support to:

- define, plan, design, develop, deploy, maintain, and support a responsive design application for the early phases of the vaccine response
- ensure readiness of existing IIS and EHRs
- ensure readiness of mass vaccination clinics
- integrate with the Immunization Gateway
- ensure availability of data required by key stakeholders (e.g., states, CDC, clinics, providers) through a repository and dashboards

Figure 1: DRAFT data flow for early phases of vaccine response (mass vaccination)

DRAFT

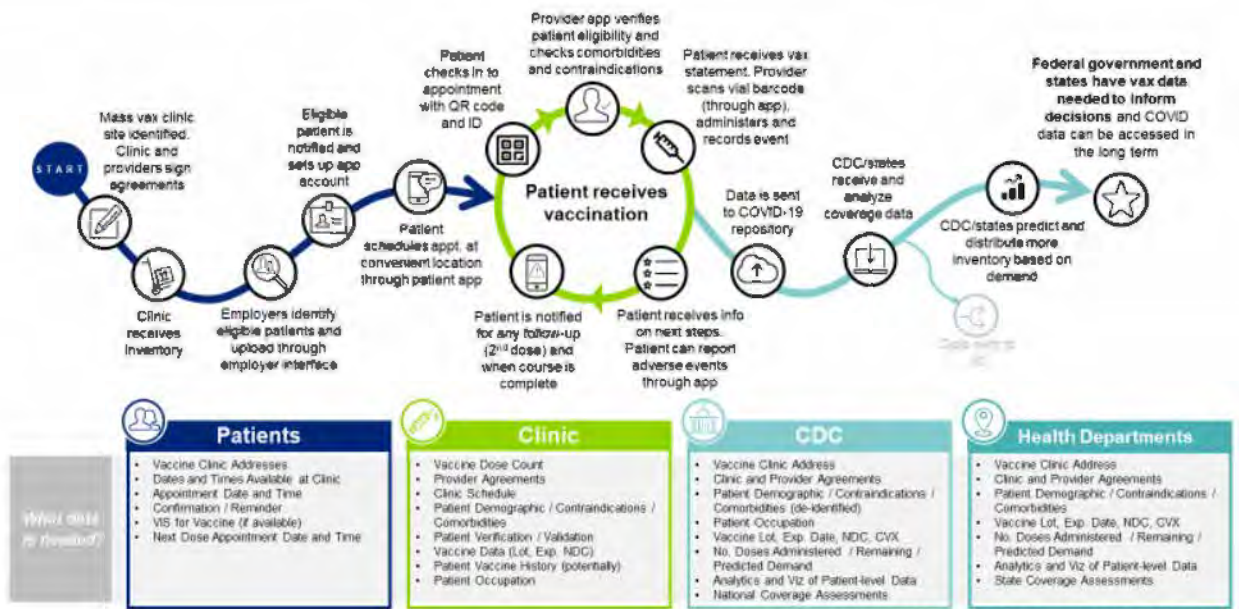
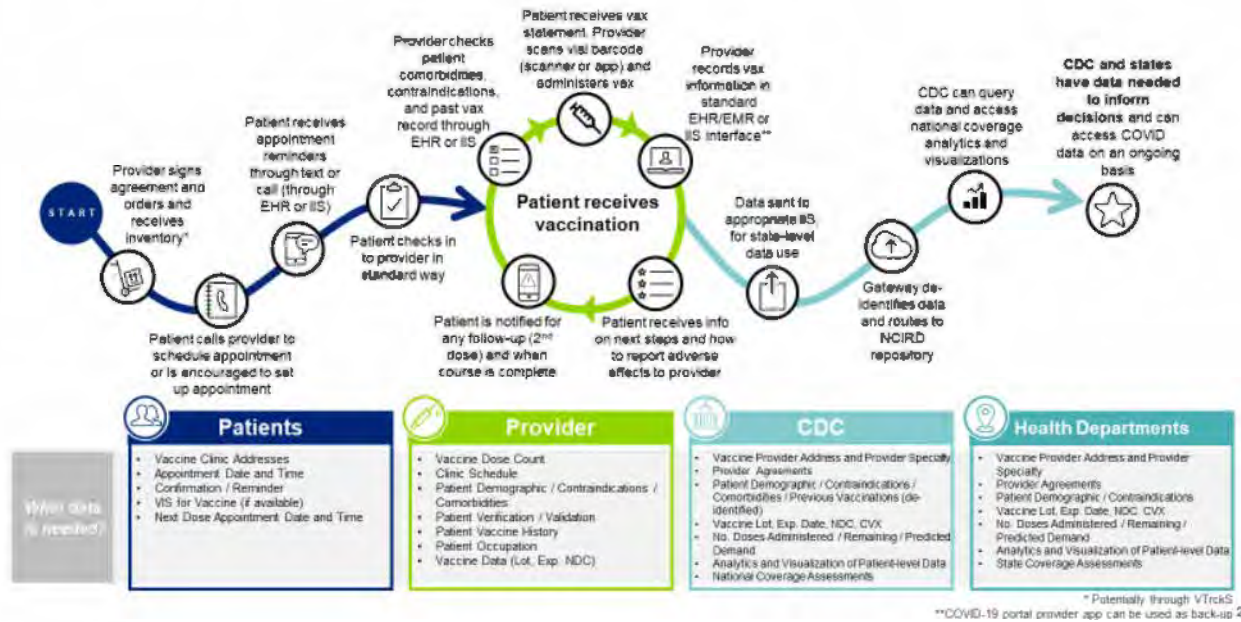


Figure 2: Draft data flow for later phases of vaccine response (general population)

DRAFT



SECTION 3 – TASKS

Task 1.1: Planning & Design

The contractor shall provide support to IISB and NCIRD leadership to define detailed requirements, a roadmap, testing plan, and implementation support for a COVID-19 application to support the vaccine:

1. develop a project plan to include a proposed work schedule showing milestones, critical activities, methodologies, required resources, and dependencies for the completion of work
2. manage risks and issues aligned to the work performed on this contract to ensure each work stream is producing according to plans and issues are identified early along with corresponding strategies for remediation
3. establish and maintain technical management and oversight of all work performed by assuring the technical excellence, cost effectiveness, and timeliness of all required work and deliverables
4. use agile development and technology best practices to guide planning including producing appropriate documentation consistent with [HHS/CDC Enterprise Performance Life Cycle](#) and Capital Planning requirements at every phase of the process
5. finalize detailed business, functional, and technical requirements to guide application development consistent with industry best practices
6. Based on the requirements, identify technical architecture, recommend application(s) components to be delivered, define technologies should be used to build and deliver them, and determine how the applications should be designed, deployed and integrated in the most effective and flexible way.
7. develop a detailed application release schedule
8. develop a detailed roadmap for the design, testing, and implementation of the application
9. engage stakeholders in planning for the application and IIS future state
10. assist with planning efforts to ensure mass vaccination clinics, those connected to the IZ gateway and those that are not, can incorporate the COVID-19 application within the workflow required to administer and report a vaccine encounter

11. maintain transparent communication with CDC on all aspects of the work and develop communications materials appropriate for sharing with other stakeholders
12. integrate planning and development work with the larger response effort, especially the CDC Vaccine Task Force and laboratory and serology testing experts, to ensure seamless coordination by CDC and its contractors
13. assist with onboarding all 64 IISs and large, multi-state providers onto the IZ Gateway to support the longer-term response effort
14. conduct regular interoperability forums with key stakeholders to develop critical exchanges/protocols that ensure a robust ecosystem for nationwide vaccine tracking applications
15. integrate planning and development, where feasible, with apps and tools being used for COVID response by state and local public health such as contact tracing including proximity tracking and testing.

Task 1.2: Development

The contractor shall provide support to IISSB and NCIRD by developing an application to support the vaccine response to COVID-19:

1. use technology best practices for agile development to guide development, hosting, testing, and implementation
2. use an existing proven highly configurable, scalable, and cloud-based platform to develop, test, and host the application
3. use platform that enables program staff to make minor changes without the need for additional development and plan for the potential for multiple workflows based on jurisdiction-specific needs
4. leverage as applicable a CI/CD pipeline to ensure a fast and effective streamlined process of getting product to the consumer
5. comply with all CDC and HHS security requirements for hosting an application
6. comply with HIPAA requirements for protection of health information
7. establish and maintain the appropriate environments to support full implementation of the application
8. establish a process for managing and mitigating application defects and issues
9. use technology best practices to produce appropriate documentation at every phase of the process consistent with HHS/CDC Enterprise Performance Life Cycle and Capital Planning requirements
10. support strategic discussions, tracking deliverables, and providing assistance with general management and organizational activities, including project management
11. develop and support a framework for stakeholder engagement at every phase of the development and implementation process including joint requirements development and testing
12. engage stakeholders in development and testing of the application and internet site
13. develop application design, data model, and architecture that meets all requirements
14. develop dashboards and analytical tools to support decision-making and tracking of vaccine distribution and administration
15. incorporate methods to ensure high quality data (e.g., de-duplication algorithms, patient matching processes)
16. design and implement system interfaces to: IIS, IZ Gateway, and other systems required to ensure effective tracking of the vaccine administration as defined by CDC and critical stakeholders
17. develop functionality, for use by state and local public health departments and other entities allocated vaccine by CDC, to manage enrollment of providers and healthcare facilities who would be required to sign a CDC-developed COVID Provider Enrollment form.
18. design and implement real-time data sharing including via a CDC data repository

Task 1.3: Testing, Deployment, and Maintenance

The contractor shall provide support to IISSB and NCIRD to test and implement functionality for the COVID-19 vaccine response to:

1. develop a testing plan in collaboration with CDC that incorporates extensive User Acceptance Testing (UAT) and regression testing

2. plan and implement extensive security testing
3. test system interfaces to: IIS, IZ Gateway, and other systems required to ensure effective tracking of vaccine administration
4. pilot test the application prior to full-scale implementation
5. ensure all issues and defects identified from testing are mitigated before moving to production
6. deploy the application to various stakeholders (e.g., clinic sites, employers, providers, etc.)
7. maintain the application and website throughout the response and make adaptations to meet critical needs as the situation evolves
8. collaborate with CDC staff working to incorporate data into dashboards developed by CDC/HHS

Task 2: Training and Implementation Support

The contractor shall support ongoing implementation through the development of detailed training materials and maintenance of a help center to:

1. develop a detailed operations manual covering all aspects, roles, and use cases for the new platform
2. develop role-based job aids
3. maintain user support throughout the implementation process including a fully-staffed help desk available to respond to calls, emails, etc., within normal business hours in all time zones
4. work with CDC to identify the appropriate metrics based on best practices to measure help desk productivity and effectiveness and comply with the established metrics
5. develop a model training plan that can be used by immunization programs to develop training plans specific to their stakeholders and implementation processes
6. develop a service level agreement with CDC that includes response timeframes for types of issues during implementation and maintenance

Section 4—Deliverables

Task	Deliverable	Description	Delivery Date	Deliver To
1.1	CDC Kick-off Meeting Summary	Conduct an initial in-person kick-off meeting with CDC to review the project goals and objectives, and discuss the contractor’s proposed plans, activities, timeframes, and staff who will participate in the project no later than 5 days after award of contract.	5 days after contract award	COR, TM
1.1	Project Plan	Within 15 days of kickoff meeting, high level milestones for each work stream will be agreed upon followed by a detailed project plan and schedule within 30 calendar days.	10 days after kickoff meeting	COR, TM
1.1	Performance Problem Reporting	Verbal identification of problems or potential problems affecting contract performance should be brought to the attention of the COR and/or the Contracting Officer (CO) as soon as possible and followed by written reports.	Written report due within three (3) days from verbal notification when directed by the CO or the COR.	COR, TM

1.1	Bi-weekly status report and meeting	Summary of bi-weekly project progress including a project roadmap or dashboard showing milestones accomplished and pending; completed and pending work products and deliverables; risks, issues and mitigation strategies; planned activities and any specific work product or deliverable requiring CDC input, and any other information or data deemed appropriate for inclusion by both parties.	First draft due two weeks after award and subsequent iterations due every two weeks thereafter	COR, TM
1.1, 1.2, 1.3	EPLC artifacts	Written artifacts as required by HHS/CDC Enterprise Performance Lifecycle and Capital Planning and Investment Control (CPIC) processes. Artifacts may be combined (e.g., project management plan and process agreement) into one deliverable, if contractor and COR agree. Note: all deliverables and stage gate materials must be reviewed and approved by COR prior to commencing CDC IR Governance reviews. Final EPLC artifacts will be based upon agreed upon framework (e.g., agile, shared, incremental)	Provided at least 7 days prior to stage gate review (see Appendix 1 for required artifacts for full EPLC process)	COR, TM
1.1, 1.2	Roadmap	Detailed plan for development, release schedules, and deployment	15 days after kickoff meeting	COR, TM
1.2	Requirements Documentation	Document detailing the business, functional, technical, hosting and security requirements for the application	15 days after kickoff meeting	COR, TM
1.2	System design and architecture documentation	Document based on the requirements that provides a description of the design of the application and the required interfaces at the appropriate level of detail that would allow for application development	30 days after kickoff meeting	COR, TM
1.3	Testing plan	A document containing a detailed test plan that addresses the types of test to be performed, test cases, when the tests will be performed, who needs to test and how the issues and defects identified during testing will be mitigated. The test plan should be signed off by CDC.	30 days after kickoff meeting	COR, TM

1.1, 1.2, 1.3	Application	Application to manage workflow described in figure 1	30-Jul-20	COR, TM
1.1, 1.2, 1.3	Pilot Test	Pilot test application in at least 3 sites	Pilot start date August 1, 2020	COR, TM
1.1, 1.2, 1.3	Updated application	Updated application based on pilot test results, including functioning interfaces	30 days after conclusion of pilot test —no later than September 30, 2020	COR, TM
2	Training materials	Document containing all the artifacts developed to train end users, including the user manual, job aids, design documents, and other artifacts produced by the contractor	1-Aug-20	COR, TM
2	Help Center	Ongoing support during core business hours, as defined by the Consortium, for jurisdictions in the process of implementing the new platform	1-Aug-20	COR, TM
2	Help Center Metrics Report	Document detailing the results of measuring the agreed upon metrics established to assess the performance of the Help Center	Weekly	COR, TM
2	Service Level Agreement	Document describing metrics for quality and availability of service and application and outlines responsibilities.	1-Aug-20	COR, TM
	Final Report		By end of contract POP	COR, TM

SECTION 5: PERFORMANCE MATRIX

PERFORMANCE-BASED MATRIX				
Desired End Result	Feature(s) of end result to be surveilled (Indicator).	The required performance level for each feature (Standard).	Quality Assurance*	Incentives/Payment-Quality Link
Established project management structure based on best practices to ensure successful performance of the SOW	Quality of Product/Service	<ul style="list-style-type: none"> 100% of submitted reports are accurate, relevant, and reliable Developed solutions 	Review of weekly and monthly status meetings / reports	Favorable or Unfavorable Performance Evaluation

		are 100% regulatory compliant		
Web accessible mobile app to support the vaccine response to the COVID-19 outbreak	Develop and deploy application consistent with stated requirements and with all required interfaces with other systems	All required milestones and deliverables will be achieved within the schedule as specified in the contract	Periodic review of the application against the requirements at the federal level and in end user test environments	Favorable or Unfavorable Performance Evaluation
Contract Management	Adherence to schedule Cost Control Business Relations Management of Personnel	<ul style="list-style-type: none"> All milestones tasks, and deliverables of the project are completed within deadlines determined by the team. No more than a 2% deviation in planned versus actual labor costs for the performance period being surveilled Recommended IT solutions/products are within the budgetary limits of the contract Responsive to ad hoc (within-scope) requirements and complies IAW the agreed upon timeframe Invoicing is properly documented and timely submitted Contractor personnel in sufficient numbers and possessing the requisite skill sets are available/ provide technical support for EACH business day of the performance period. 	Periodic comparison of cumulative invoicing and pricing / staffing plans COR observations OCFO / OAS feedback	<ul style="list-style-type: none"> Payment is linked to quality through FAR clauses 52.246-6 Inspection of Services – Time and Material and Labor Hour The Government shall accept or reject the work as promptly as practicable after delivery. Government failure to inspect and accept or reject the work shall not relieve the Contractor from responsibility, nor impose liability on the Government, for non-conforming work. Work is nonconforming when it is defective in material or workmanship or is otherwise not in conformity with contract requirements. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements; the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. If the Contractor fails to promptly perform the

		<ul style="list-style-type: none"> • Key Personnel are not removed from the project without prior consent / concurrence of the COR. 	<p>services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.</p>
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SECTION 6: SPECIAL CONSIDERATIONS

At a minimum, the successful offeror shall possess the following technical proficiencies:

- Demonstrated project management, process improvement, communication, training and customer service skills.
- Demonstrated knowledge of Immunization Information Systems (IIS), their application for clinical and public health decision making, immunization best practices, and business process support for clinicians and immunization programs.
- Demonstrated knowledge of initiatives and practices related to immunization systems and programs. Examples include: the CDC Vaccines for Children Program, the Meaningful Use initiative, the CDC HL7 Implementation Guide, IIS Functional Standards, immunization stakeholder position statements related to IIS use.
- Demonstrated knowledge and experience in information technology development, implementation, maintenance and support using federal government policies and procedures.
- Demonstrated experience developing tools on existing platforms (e.g., CRM platforms)
- Demonstrated experience producing system documentation consistent with industry best practices.
- Demonstrated experience in working with a collaborative user group or governing consortium to develop, implement, maintain and support an IT solution.

SECTION 7: INFORMATION SECURITY

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) 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:
- a. 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.
 - b. 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.
 - c. 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.
 - d. 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:	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High
Integrity:	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High
Availability:	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High
Overall Risk Level:	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> 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

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

4) **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 3 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*.

5) **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.

6) **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).

7) **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)*.

8) **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.
- 9) **Contract Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents as outlined in CDC polices to comply with contract deliverables as appropriate.
- 10) **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 prior to performing any work on behalf of HHS.
 - 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 the COR upon request and at the conclusion of the contract.
- 11) **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. 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.
- 12) **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 to determine whether or not a full PIA needs to be completed.
- a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the CDC SOP or designee with completing a PIA for the system or information within **7 days** after completion of the PTA and in accordance with HHS policy and OMB M-03-22, *Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002*.
 - b. The Contractor shall assist the OpDiv 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 agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces 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 Information Security Awareness, 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 **annually** commensurate with their role and responsibilities in accordance with HHS policy and the *HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum*.
- 3) **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*, and CDC Implementation of the HHS Rules of Behavior for Use of HHS Information Technology Resources.
- 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 Information 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

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by CDC Computer Security Incident Response Team (CSIRT) **within 24 hours**, whether the response is positive or negative.

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

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

- 1) 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.

- 2) NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send CDC approved notifications to affected individuals within 30 days.
- 3) Report all suspected and confirmed information security and privacy incidents and breaches to the CDC Computer Security Incident Response Team (CSIRT) at 866-655-2245 and CSIRT@cdc.gov, COR, CO, CDC SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than **one (1) hour**, and consistent with the applicable CDC and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 - a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - b. not include any sensitive information in the subject or body of any reporting e-mail; and
 - c. encrypt sensitive information in attachments to email, media, etc.
- 4) Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information*, HHS and CDC incident response policies when handling PII breaches.
- 5) Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation.

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 following position sensitivity designation levels apply to this solicitation/contract: Public Trust Level 5.

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*.

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 within 7 days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 7 days of the 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).

- 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 within 7 days 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 Contractor Employee Separation Checklist when an employee terminates work under this contract within 1 day of the employee's exit from the 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/CDC policies and shall not dispose of any records unless authorized by HHS/CDC. 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/CDC policies.

SECTION 8: TRAVEL

The nature of work may require travel to various locations, including CDC, meetings and to partner sites. All travel shall be in accordance with the Federal Travel Regulations (FTR) and the Joint Travel Regulations (JTR) and adhere to FAR 31.205-46. The contractor shall ensure that the requested travel costs will not exceed the amount authorized in this contract or task order. Travel must be submitted to COR in an official request with anticipated expenses and justification. Travel shall be scheduled during normal duty hours whenever possible.

Prior Approval: Requests for travel approval shall:

1. Be prepared in a legible manner
2. Include a description of the purpose of the trip
3. Be summarized by traveler
4. Identify the contract/task order number
5. Identify the contract/task order CLIN
6. Be submitted in advance of the travel with sufficient time to permit review and approval.

All travel must be authorized by the COR and be in compliance with the contract and all other applicable requirements.

SECTION 9: DEFINITIONS AND ACRONYMS

AIM	Association of Immunization Managers
AIRA	American Immunization Registry Association
Awardee	State, local and territorial immunization program
CDC	Centers for Disease Control and Prevention
Centralized Services	Refers to centralized efforts to pool resources to address the needs and challenges of IIS. Centralized services is collaborative and responsive way to develop standardized and reusable resources that can be implemented in a more flexible manner.
Economies of Scale	Refers to cost and/or time savings resulting from two or more parties sharing the cost of design and development for a system with components that have the same or similar function.
HER	Electronic Health Record
IIS	Immunization Information Systems
IIS-EHR Interoperability	Interoperability as applied to immunization record exchange between EHR systems and statewide IIS means the ability to share patient immunization records electronically through HL7 standard communication protocols.
IISB	Immunization Information Systems Support Branch
ISD	Immunization Services Division
NCIRD	National Center for Immunization and Respiratory Diseases
Strategy	The method or plan for achieving a desired goal
Activity	The unit of work required to achieve a strategy

SECTION 10: PLACE OF PERFORMANCE

Work under this contract will be performed offsite and onsite at the CDC Atlanta location. The nature of this work will require that employees performing work on-site at CDC be processed through appropriate security clearance processes. Employees failing to receive the appropriate NACI clearance will be replaced with a suitable replacement within 30 days after notification. The contractor will have access to both CDC IT systems and CDC facilities but access will be controlled through use of a CDC-issued HSPD-12 compliant ID badge. When appropriate, teleworking is also permitted on this contract. The offeror is required to demonstrate they have the appropriate infrastructure and resources to perform work from home or other site locations. Work for this contract also requires multiple meetings with CDC. The offeror must demonstrate the ability to have resources available in person to participate onsite at CDC locations in Atlanta when required.

SECTION 11: HOURS OF WORK

The CDC has a flexible work program schedule that allows individuals to begin work as early as 6:30AM and end as late as 6:00 PM at the discretion of the project officer. Normal business hours are 8:00 AM to 4:30 PM, Monday through Friday, except Government observed holidays

SECTION 12: HHSAR Provision, 352.239-73: Electronic and Information Technology Accessibility Notice

(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/sec508/standards.htm>.

(c) The Section 508 accessibility standards applicable to this contract are: 1194.

- 205 WCAG 2.0 Level A & AA Success Criteria
- 302 Functional Performance Criteria
- 502 Inoperability with Assistive Technology
- 503 Applications
- 504 Authoring Tools
- 602 Support Documentation
- 603 Support Services

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 documentation 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 Web site <http://hhs.gov/web/508>.

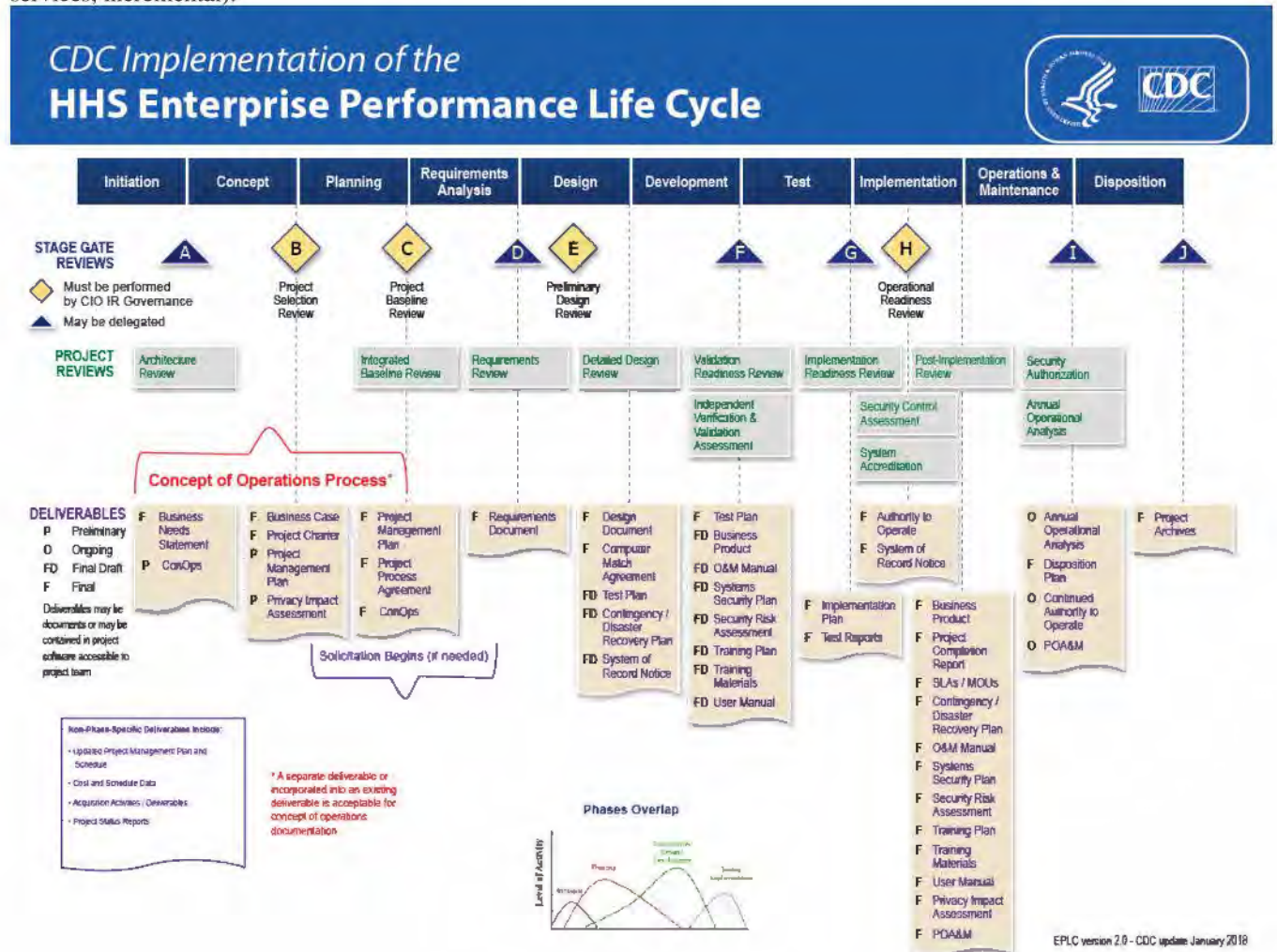
In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any 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 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)

Enterprise Performance Life Cycle

The diagram below describes the full EPLC process, which may be adapted based on methodology (agile, shared services, incremental).



SECTION D – CONTRACT CLAUSES

D.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): <https://www.acquisition.gov/browse/index/far>

FAR SOURCE	TITLE AND DATE
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.204-17	Ownership or Control of Offeror (Jul 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-20	Predecessor of Offer (Jul 2016)
52.212-4	Contract Terms and Conditions - Commercial Items (Jan 2019)
52.227-14	Rights in Data – General (May 2014)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Contractors (Dec 2013)

D.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Mar 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) ([31 U.S.C. 6101](#)note).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) ([41 U.S.C. 2313](#)).

(10) [Reserved].

(11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C.657a](#)).

(ii) Alternate I (Mar 2020) of [52.219-3](#).

(12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(ii) Alternate I (Mar 2020) of [52.219-4](#).

(13) [Reserved]

(14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C.644](#)).

(ii) Alternate I (Mar 2020).

(iii) Alternate II (*Nov* 2011).

(15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).

(ii) Alternate I (Mar 2020) of [52.219-7](#).

(iii) Alternate II (*Mar* 2004) of [52.219-7](#).

(16) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(17) (i) [52.219-9](#), Small Business Subcontracting Plan (Mar 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

(ii) Alternate I (*Nov* 2016) of [52.219-9](#).

(iii) Alternate II (*Nov* 2016) of [52.219-9](#).

(iv) Alternate III (Mar 2020) of [52.219-9](#).

(v) Alternate IV (Aug 2018) of [52.219-9](#)

(18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

(19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C.637\(a\)\(14\)](#)).

(20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan* 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657d](#)).

(22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

(ii) Alternate I (MAR 2020) of [52.219-28](#).

(23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

(24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

(25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

(26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).

(27) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).

(28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

(29) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).

(30) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).

(ii) Alternate I (*Feb* 1999) of [52.222-26](#).

(31) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).

(ii) Alternate I (*July* 2014) of [52.222-35](#).

(32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).

(ii) Alternate I (July 2014) of [52.222-36](#).

(33) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).

(34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).

(35) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(ii) Alternate I (*Mar* 2015) of [52.222-50](#) ([22 U.S.C. chapter78](#) and E.O. 13627).

- ___ (36) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- X (47) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
 - ___ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (ii) Alternate I (*May 2014*) of [52.225-3](#).
 - ___ (iii) Alternate II (*May 2014*) of [52.225-3](#).
 - ___ (iv) Alternate III (*May 2014*) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).
- ___ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- ___ (56) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- X (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
- ___ (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C.3332](#)).
- ___ (59) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C.3332](#)).
- X (60) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).
- X (61) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (62) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (*Apr 2003*) of [52.247-64](#).

___ (iii) Alternate II (*Feb 2006*) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

___ (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

(3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

(7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

(viii) [52.222-26](#), Equal Opportunity (*Sept 2015*) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C.4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C.4212](#))

(xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

(xiv) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (*Mar 2015*) of [52.222-50](#)([22 U.S.C. chapter 78](#)and E.O 13627).

(xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (*Jan 2017*) ([5 U.S.C. 552a](#)).

(B) Alternate I (*Jan 2017*) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

D.4 HHSAR Clauses:

352.203-70	Anti-Lobbying (Dec 2015)
352.208-70	Printing and Duplication (Dec 2015)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
352.223-70	Safety and Health (Dec 2015)
352.224-71	Confidential Information (Dec 2015)
352.227-70	Publications and Publicity (Dec 2015)
352-231-70	Salary Rate Limitation (Dec 2015)
352.239-74	Electronic and Information Technology Accessibility (Dec 2015)

CDC Clauses:

D.5 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 3033**

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)

D.6 CDCP_G009 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)

D.7 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)

D.8 CDC0_G018 Payment by Electronic Funds Transfer (Feb 2018)

(a) 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.

(b) 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.

(c) 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.

(d) 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)

D.9 CDC42_0001 Non-Personal Services (Apr 2015)

(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 "Identification of Contractors' Employees and Safeguarding Government 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 substance of this clause. 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 this clause shall be included in all subcontracts at any tier.

(d) Nothing in this clause shall limit the Government's rights in any way under any other provision 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)

D.10 CDCA_H037 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Feb 2011)

(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 of this clause, 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 clauses.
- 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)

D.11 CDC0_H022 Smoke Free Working Environment (May 2009)

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

(End of Clause)

D.12 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.

D.13 Non-Disclosure Agreement for Contractor and Contractor Employees

(a) 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.

(b) The NDA made part of this clause, exhibit I and II, is required in service contracts where positions and/or functions proposed to be filled by contractor's employees will have access to non-public and procurement-sensitive information. 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 (when communication or interaction relates to the contractor's work with the CDC), and members of the public. 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."

- (a) The Contractor shall inform employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (b) During the contract performance period, the Contractor is responsible to ensure that all additional or replacement contractors' employees sign a NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (c) 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 meeting where sensitive information may be discussed.
- (d) The Contractor shall prepare and maintain a current list of employees working under NDA's 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 Performance Work Statement (PWS), Requests for Quote (RFQ), 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; offeror's identities; technical and cost data; the identity of government personal 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 Quote (RFQ), 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; offeror's identities; technical and cost data; the identity of government personal 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

Name of 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

D.14 CDCA_H040 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/hs/manuals/lmm/index.html](https://intranet.hhs.gov/about/hs/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)

D.15 CDC100_0003 Public Access To CDC Funded Digital Public Health Data (Nov 2018) Public Health Data

Definition: Public Health data means digitally recorded factual material commonly accepted in the scientific community as a basis for public health findings, conclusions, and implementation

When CDC is funding, in whole or in part, via a contract as defined in FAR 2.101, with respect to public health data, a CDC-approved Data Management Plan (DMP) – a plan for digital data management, sharing, and preservation is required prior to commencing any related services or work. For contracts where public health data collection or generation activities may become necessary during the period of performance (e.g. via contract modification), a DMP will be required to be submitted and evaluated during the period of performance. The DMP is a deliverable and a living document that should be updated throughout the life cycle of data. A final DMP is required at the end of the contract performance that shows where the data are deposited and how they are being made accessible or justification provided for not doing so.

Data Management Plan

A DMP for each collection and/or generation of public health data should include the following information:

- A description of the public health data to be collected or generated in the contract period of performance;
- Standards to be used for the collected or generated public health data;
- Mechanisms for or limitations to providing access to and sharing of the data (include a description of provisions for the protection of privacy, confidentiality, security, intellectual property, or other rights) or justification for why data cannot be made accessible. This section should address access to identifiable and de-identified data (see below for additional information about access);
- Statement of the use of data standards that ensure all released data have appropriate documentation that describes the method of collection, what the data represent, and potential limitations for use; and
- Plans for archiving and long-term preservation of the data, or explanation of why long-term preservation and access are not justified. This section should address archiving and preservation of identifiable and de-identified data (see below for additional information regarding archiving).

Access to and Archiving of the Data

To the extent that is feasible, contractors should make public health data accessible. Rights in Data clauses (FAR 52.227-14 Rights in Data – General, [52.227-16](#), Additional Data Requirements, FAR 52.227-17 Rights in Data – Special Works, or FAR 52.227-18 Rights in Data-Existing Works), may be applicable and incorporated into contracts, depending on the Performance Work Statement involved. The data rights clauses give the government “unlimited rights” in data first produced (when funded by government solely) in the performance of a contract. “Unlimited rights” is an unlimited license to use, disclose or reproduce the data; it does not give the government ownership of the data. Unlimited rights in data would allow the government to archive and make public non-proprietary data first produced in contract performance.

Contracts that do not include terms for submittal of public health data to CDC, are expected to plan and prepare for providing access to, and archiving/long-term preservation of, collected and/or generated data within the contract period of performance, as set forth below. The final version of a collected and/or generated data set intended for release or sharing should be made available within thirty (30) months after the end of the data collection or

generation, except surveillance data, which should be made accessible within a year of the end of a collection cycle. For public use de-identified (removal of sensitive identifiable or potentially identifiable information) datasets, an accompanying data dictionary, and other documentation relevant to use of the data set should be deposited in a sustainable repository to provide access to the data. Data that cannot be de-identified can be provided as restricted data upon request under a data-use agreement or onsite controlled use.

For data underlying a scientific publication, the contractor shall make the data available coincident with publication of the paper, at a minimum a machine-readable version of the data tables shown in the paper, unless the data set is already available via a release or sharing mechanism. In addition, contractors should ensure the quality of data they make accessible and seek to provide the data in a machine readable and nonproprietary format. Contractors who fail to release public health data in a timely fashion may be subject to procedures normally used to address failure to comply with the terms and conditions of the contract and may be grounds for the Contracting Officer to terminate the contract for default. Irrespective of whether the data are made accessible or not, Public health data of value should be preserved long-term.

A final DMP is required at the end of the contract performance. The final DMP will indicate the location of the deposited data and the manner of access granted to the data. There needs to be an adequate justification for not making data accessible and this justification must be documented in the DMP and approved by the Contracting Officer's Representative.

Additional information is available at <https://www.hhs.gov/open/publicaccess/index.html>.

(End of Requirement)

SECTION E - SOLICITATION PROVISIONS

E.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): <https://www.acquisition.gov/browse/index/far>

FAR SOURCE	TITLE AND DATE
52.204-7	System for Award Management (Jul 2013)
52.212-3	Offeror Representations and Certifications – Commercial Items (Dec 2019)

E.2 FAR 52.212-1 Instructions to Offerors—Commercial Items (tailored)

This procurement will be conducted as a commercial item acquisition. The Government intends to conduct the evaluation process in two (2) phases which are outlined below.

Phase	Factor	Due Date
Phase I	Factor 1: Similar Experience Offeror may submit cover/transmittal page.	May 20, 2020, at 11AM EST
Phase II	Factor 2: Technical Approach and Understanding of Requirement (Oral Overview) Factor 3: Management Approach (Oral) Factor 4: Staffing Plan (Oral) Factor 5: Business proposal (Written) <ul style="list-style-type: none"> ▪ 5.a Pricing Structure ▪ 5.b Key Personnel Resumes 	May 21, 2020. Time to be determined in writing via email communication with Contracting Officer.

- (1) **Submission of offers.** Submit signed and dated Phase I offers only electronically via email and Phase II offers via oral presentation as specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers must show—
 - (a) The solicitation number;
 - (b) The name, address, and telephone number of the offeror;
 - (c) DUNS number of the offeror;
 - (d) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation;
 - (e) Price and any discount terms;
 - (f) “Remit to” address, if different than mailing address; and
 - (g) Acknowledgment of Solicitation Amendments, if applicable.
- (2) **Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (3) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (4) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

- (a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (c) If this solicitation is a request for proposals, it was the only proposal received.
- (d) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(5) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the e-mail, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(6) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received electronically at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(7) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(8) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract to the responsible offeror submitting the proposal (Technical and Business) determined to be the most advantageous and the best value to the Government as evaluated under the criteria described in **Section 10**.

(9) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(10) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(End of provision)

E.3 FAR 52.212-1 (Addenda)

a. General Instructions

(a) Offerors are invited to submit a proposal in response to this solicitation. All proposals received will become part of the official file.

(b) The written proposal must be signed by an official authorized to bind your organization. You must submit one (1) electronic copy of your proposal under Phase I to CDC/OAS via email to lpeel@cdc.gov Subject: (Company Name) Proposal to RFP (insert solicitation number). You must submit one (1) electronic copy of the written portions of your proposal under Phase II to CDC/OAS to lpeel@cdc.gov on or before the date of your oral presentation. Subject: (Company Name) Proposal to RFP (insert solicitation number) Phase II. Facsimile proposals are not authorized.

<u>Page Limit</u>	<u>Tab Title</u>	<u>Associated Evaluation Factor</u>
<u>Phase I Volume I (written)</u>		
Offeror may include cover/transmittal page.		
5 pages	Prior Demonstrated Experience	1
<u>Phase II Volume I:</u>		
Offeror may include cover/transmittal page.		
Oral Presentation	(Oral): Technical Approach and Understanding of the Requirement	2
Oral Presentation	(Oral): Management Approach	3
Oral Presentation	(Oral): Staffing Plan	4
Electronic Submission – 40 slides	Submit slides on or before oral presentation. Slides will NOT be scored.	2-4
<u>Phase II Volume II: Business Proposal (written)</u>		
1 page	Quotation Cover/Transmittal Letter	N/A
N/A	Pricing Schedule and/or Structure Description	6
N/A	Resumes of Proposed Key Personnel (2 pages/resume; 1 resume for each proposed Key Personnel)	6
N/A	Pricing Excel Workbook	6

Information contained in each volume shall be complete to the extent that evaluation of each tab may be accomplished independently of, and concurrently with, evaluation of the other. Your responses must demonstrate that both your organization and personnel can successfully complete this project. Offerors shall strictly adhere to the page limits.

NO PRICE INFORMATION IS TO BE INCLUDED IN VOLUME I

b. Technical Proposal Instructions

All proposals and presentation must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the PWS and has an efficient and effective solution to accomplish the tasks. Offerors are required to submit sufficient information concerning all evaluation factors to enable the Government personnel to fully assess the capabilities of the Offeror to perform all requirements. The proposal must be sufficient in detail and scope to enable evaluation and provide the evaluators with a clear understanding of the Offeror's approach, expertise, experience, and capability to successfully implement the functions as required by this solicitation.

The burden of proof for all substantiation within the proposal rests with the Offeror. Offerors are advised that the Government may incorporate any part of the Offeror's proposal deemed beneficial to the Government into the final contract award.

The technical proposal should succinctly address the PWS and the evaluation criteria at Section M and shall not exceed page limitations described above. Neither any appendix of resumes or CV to support the staffing plan count against the maximum length. Paper size shall be 8 1/2 by 11-inch white paper with printing on one (1) side only, using 12 point font. No reduction is permitted except for organization charts or other graphic illustrations, or in headers/footers. In those instances where reduction is allowable, Offerors shall ensure that the print is easily readable; no less than 8 point font on graphs and 10 point font on tables. Each page shall have adequate margins on each side (at least one (1) inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Pages that exceed the maximum page limitation will not be evaluated.

c. Business Proposal Instructions

The Business Proposal shall be separate from the Technical Proposal. The contractor shall include an **excel spreadsheet** of the breakout of hours and rates for each period and a total summary for the entire contract amount. The proposal shall be comprised of the following elements in addition to the solicitation number:

The itemized price and the rationale for significant categories should be furnished as follows:

- (1) **Direct Labor:** At a minimum, the staffing plan included in the technical proposal shall be included in the business proposal, along with the proposed hourly rate for each proposed labor category.
- (3) **Materials and Services:** Provide a consolidated priced summary of individual material quantities anticipated to be needed in performance of the contract and the basis for pricing (vendor quotes, invoice prices, etc.).
- (4) **Subcontracted Items (if applicable):** Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all cost reimbursement type subcontracts. Include these analyses as part of your own cost submissions for subcontracts (see FAR Subpart 44.2 for information required to support a request for subcontract consent);
- (5) **Travel:** Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for the proposed costs. If the government provides an estimated travel budget you may utilize that number in your proposal. A copy of your corporate travel policy shall be submitted with your proposal if travel costs have been proposed;
- (6) **Other Direct Costs (ODC):** Provide a breakdown of all other costs not otherwise included in the categories listed above (e.g. computer services, consultant services, photocopying costs) and provide the basis for these proposed costs, if relevant to the requirement;
- (7) **Indirect Costs:** Provide information regarding any indirect rates, such as G&A, that will be applied to items such as travel and ODCs. Provide a copy of your current approved indirect cost rate agreement, including location and application of indirect cost rates to this proposal (including major subcontracts).
- (8) **Other:** Your proposal must indicate whether you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. (If not, indicate the amount required and the anticipated source.) (End of Clause)

d. Proposal Evaluation

The Technical factors will be evaluated and assigned an adjectival rating. The Government will employ an evaluation process that permits tradeoffs among Technical and Price and allows the Government to consider award(s) to other than the lowest priced or highest technically rated Offeror. The Government reserves the right to make an award to that Offeror whose Proposal provides the best overall value to the Government.

The technical evaluation will be attained through a determination and analysis of strengths, weaknesses, and risks of each Proposal. Technical risks will be included in the final evaluation and will not be evaluated as a separate factor. In the assessment of technical risk, the Government evaluators will consider all available information.

e. Incurring Costs

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.

d. Notice of Intent to Award Contract without Discussions: The Government reserves the right to evaluate proposals and award without conducting discussions with the Contractors

E.4 FAR 52.212-2 Evaluation - Commercial Items (Oct 2014) (tailored)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers, in descending order of importance:

- (i) technical evaluation factors as described in E.5;
- (ii) price; and
- (iii) past performance.

Technical and past performance, when combined, are more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

E.5 FAR 52-212-2 (Addenda) Technical Evaluation:

The technical evaluation criteria in order of importance are as follows:

1. Technical Approach & Understanding of the Requirement
2. Management Approach
3. Staffing Plan
4. Similar Experience

1. Technical Approach & Understanding the Requirement – oral

The Offeror shall provide an analysis of the task requirements to indicate their understanding of the requirements, operating environment and the contract objectives. The Offeror shall provide a description of the performance techniques and methodology they propose in performance of this task. The Offeror shall provide a Project Plan and a Contract Work Breakdown Structure (CWBS) describing the process and approach they propose to use in successfully completing this project. The CWBS should correlate to the Offeror's price/cost proposal.

The Offeror shall specifically address aspects such as technical understanding, methodology and approach, along with the sub-factors listed below.

- a. Provide a detailed and comprehensive statement of the problem, scope, and purpose of the project to demonstrate complete understanding of the intent and requirements of the contract, understanding of the current operating environment for COVID-19 vaccine response and IISs in general, and potential problems that may be encountered.
- b. Describe the proposed technical approach to comply with each of the requirements specified in the contract statement of work. The proposal must be consistent with the stated goals and objectives. The proposed approach must ensure the achievement of timely and acceptable performance and will include a milestone and/or phasing charts to illustrate a logical sequence of proposed events.
- c. Describe a plan that includes solutions for overcoming specific difficulties likely to be encountered with performing the work requirements.

2. Management Approach – oral

The Offeror shall demonstrate an overall understanding of the project and adequacy and feasibility of plans to address all items in the contract statement of work within the required timeframe. This includes the detailed description of specific tasks to be performed, methods and resources (not staffing) to be used and a discussion of problems likely to occur and plans for addressing them.

- a. The Offeror shall describe their organizational structure and how they propose to manage this task, including a discussion of timelines and issues.
- b. The Offeror shall provide rationale for their management approach.
- c. The Offeror shall describe the methodology for managing the task, performance measures they will use to monitor performance, any management tools they will use, how they will ensure quality products are delivered, how they will mitigate risk and how they will communicate. Offeror shall adequately describe the resources they propose to complete the work described in the PWS and a rationale for their proposed approach. The Offeror shall identify any resources (facilities, hardware, software, communications, etc.) that would be required above and beyond that already addressed as part of this contract.
- d. The Offeror shall clearly indicate how the metrics in the contract statement of work will be monitored and corrective action taken if appropriate. The Offeror shall specify its approach for maintaining control of all contract change management issues.
- e. The Offerors shall provide (1) a detailed description of how conflicts are managed; (2) a plan to ensure client satisfaction; and (3) a measurement of fiscal responsibility and accountability paying particular attention to the deliverable timeline in this contract.
- f. The Offeror shall identify anticipated management barriers and risks. The Offeror shall provide a description of their approach to risk management during the contract from a management perspective and the planned actions to mitigate or eliminate risks.
- g. Offeror shall identify (if any) assumptions or conditions relating to their Management Plan and Other Qualification Information. The Government reserves the right to reject any proposal that includes any assumption or condition that adversely impacts or affects the Government's requirement.

3. Staffing Plan – oral

The Offeror shall provide qualified technical labor resources in numbers adequate to address the technical and administrative requirements and deliverable schedules outlined in the contract. The description shall also include:

- a. A staffing matrix showing type and number of staffing resources readily available for the base effort, including breakdowns by skill sets, security clearances and any related technical IT certifications. The matrix of proposed personnel shall also include their experience, education, skills, and qualifications to do the job. The backgrounds of the personnel will reflect the length and variety of experience and expertise in tasks similar to the tasks required by this project completed in similar environments any relevant training.
- b. description of the Offeror's approach to rapidly obtain and/or replace qualified staffing resources to support existing and new contract work and to meet changing workload requirements, including a table showing employee turnover rates for each of the past three years; and resumes for proposed Key Personnel (limited to two (2) pages per resume).

- c. Document the decision-making authority of the project director as related to other elements of the organization. The percentage of time each staff member shall contribute to the program will be adequately identified. The extent to which outside consultants or specialists will be used and evidence of availability shall be indicated.
- d. If subcontractors are proposed, provide information to support their qualifications as well. The Offeror shall identify any portions of the task that will be performed by subcontractors. This information must include the subcontracting firm and the specific duties and labor categories that will be performed by the subcontractor. The Offeror shall also furnish a written copy of the draft subcontracting agreement. The Offeror shall also provide copies of any Service Level Agreements.

4. Similar Experience – written

The Offeror shall provide a description of three (3) projects completed within the past three years that clearly demonstrates the Offeror's experience in performing projects of similar scope, size and complexity to the requirements described in the contract. The following information shall be provided for each project reference:

- a. contract number, customer/agency name and contract title;
- b. brief narrative description of the work performed for each of those contracts, including a discussion of any problems encountered/corrective actions and significant accomplishments;
- c. dollar value, contract type, period of performance, place of performance, the number and types of personnel used in the performance of the contract, and similarity to the requirements of this contract; and
- d. name, address and phone number of at least two (2) customer contacts (Contracting Officer and Project Officer) for each of the identified contracts.

E.6 Business Evaluation

A price analysis of the Business Quotation will be conducted to determine the reasonableness of the Contractor's Business Proposal.

E.7 CDC42.0001 Contractor Performance Assessment Reporting System (CPARS) Requirements:

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.

Name:

Email:

Phone Number:

Signature:

E.8 CDC100_0004 Data Management Plan (Instructions) (Nov 2018)

CDC requires awardees of contracts that involve the collection or generation of public health data with federal funds to develop, submit, and comply with the requirement of a Data Management Plan (DMP) for each collection or generation of public health data undertaken. Consistent with the terms of and activities expected under the Performance Work Statement, the offeror shall develop and submit a DMP as part of its proposal in response to this solicitation, and if awarded a contract, update the DMP throughout the life cycle of the public health data collected or generated during the performance period. The DMP shall describe, to the extent appropriate, the data to be collected or generated; plans for making the data accessible that state what the data represent and potential limitations for use, provisions for the protection of privacy, confidentiality, security, intellectual property, or other rights (where these protections preclude making data accessible, justification must be provided); and plans for archiving and long-term preservation of the data. Costs, if any, associated with developing and implementing a DMP, including costs of sharing, archiving and long-term preservation, are allowable costs and shall therefore be reflected in an offeror's Business Proposal. A DMP must be developed in accordance with the below guidelines. A proposal received without a DMP will be deemed "Unacceptable".

A DMP for each collection and/or generation of public health data should include the following information:

- A description of the public health data to be collected or generated in the contract period of performance;
- Standards to be used for the collected or generated public health data;
- Mechanisms for or limitations to providing access to and sharing of the data (include a description of provisions for the protection of privacy, confidentiality, security, intellectual property, or other rights) or justification for why data cannot be made accessible This section should address access to identifiable and de-identified data (see below for additional information about access);
- Statement of the use of data standards that ensure all released data have appropriate documentation that describes the method of collection, what the data represent, and potential limitations for use; and;
- Plans for archiving and long-term preservation of the data, or explanation of why long-term preservation and access are not justified. This section should address archiving and preservation of identifiable and de-identified data (see *Public Access to CDC Funded Digital Public Health Data*) for additional information regarding archiving).

(End of Provision)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 44
2. CONTRACT NO. 75D30120C08239	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 75D301-20-R-67989	6. SOLICITATION ISSUE DATE 05/21/2020	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Lauren Peel		b. TELEPHONE NUMBER (No collect calls) (770) 488-2649	8. OFFER DUE DATE/ LOCAL TIME 05/22/2020	
9. ISSUED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004		CODE 8219	10. THIS ACQUISITION IS x UNRESTRICTED SET ASIDE: % FOR SMALL BUSINESS SMALL DISADV. BUSINESS 8(A) SIC: 511210 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED X SEE SCHEDULE
15. DELIVER TO		CODE	16. ADMINISTERED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004		12. DISCOUNT TERMS
17a. CONTRACTOR/OFFEROR DELOITTE CONSULTING LLP 1919 N LYNN ST TELEPHONE NO.	CODE 0191215	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 404-718-8100 Atlanta, GA 30333-0080		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	COVID-19 Vaccine Distribution and Administration Tracking Amendment One				24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
x 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Lauren Peel		31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE		32c. DATE	36. PAYMENT COMPLETE PARTIAL FINAL		37. CHECK NUMBER
41a. I CERTIFY THIS AMOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)		
			42b. RECEIVED AT (Location)		
			42c. DATE REC'D	42d. TOTAL CONTAINERS	

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SECTION B - CONTINUATION OF SF1449

Time and Materials Contract

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	NOT TO EXCEED:
0001	Mobile Application COVID-19 Vaccine Distribution and Administration Tracking Non-severable line item Period of Performance: May 25, 2020 – September 30, 2020	1 Job		
0002	IT Services and Application Updates COVID-19 Vaccine Distribution and Administration Tracking Severable line item Period of Performance: May 25, 2020 – May 24, 2021	1 Job		
0003	Travel	1 Job		(b)(4)

B.1 Labor Categories, Rates, and Hours, Includes ODCs and Travel - [To be finalized upon award]

The Government estimates that the requirements of this PWS can be fulfilled utilizing a total annual range of hours as reflected below. However, the offerors are advised to conduct their own analysis of the requirements and propose their best solutions based upon their independent assessments.

Labor Category	Hours
Health IT Senior Manager	(b)(4)
Health IT Manager	
Health IT Consultant	
Health IT Center Associate Lead	
Health IT Project Delivery Senior Analyst	
Health IT Project Delivery Analyst	
Cybersecurity Senior Manager	
Cybersecurity Senior Manager	
Senior Manager I	
Manager I	
Consultant II	

B.2 This is a Time and Materials contract. Prices are established at a ceiling amount which the contractor exceeds at its own risk. This order includes various options that the Government may exercise by a unilateral modification to the order per the FAR. Options may be exercised at any time within the time indicated within the period of performance. However, the option period of performance may have to be modified and adjusted which would be done by bilateral modification.

B.3 Payment will be made on a monthly the basis of in accordance with FAR Clause 52.232-7, *Payment under Time-and-Materials and Labor-Hour Contracts*. The contractor will be required to show clearly the level of effort provided per month, i.e., number of labor hours, number of days and labor categories employed.

SECTION C – PERFORMANCE WORK STATEMENT

COVID-19 Vaccine Distribution and Administration Tracking Technology Support

(May 25, 2020 – May 24, 2021)

SECTION 1 – BACKGROUND

The Centers for Disease Control and Prevention (CDC) has a mission to protect America from health, safety and security threats, both foreign and in the U.S. The CDC seeks to accomplish its mission by working with partners throughout the nation and the world to:

- monitor health
- detect and investigate health problems
- conduct research to enhance prevention
- develop and advocate sound public health policies
- implement prevention strategies
- promote healthy behaviors
- foster safe and healthy environments
- provide leadership and training

Advancing Immunization Information Systems (IIS) (IIS) is one of many ways CDC protects the Nation's health. IIS are confidential, population-based, computerized databases that record all immunization doses administered by participating providers to persons residing within a given geopolitical area. At the *point of clinical care*, an IIS can provide consolidated immunization histories for use by a vaccination provider in determining appropriate client vaccinations. At the *population level*, an IIS provides aggregate data on vaccinations for use in surveillance and program operations, and in guiding public health action with the goals of improving vaccination rates and reducing vaccine-preventable disease.

IISs have many functions that play a critical role to improving individual and population health. IIS combine immunization information from different sources into a single record and provide official immunization records for school, day care, and camp entry requirements. IIS remind families when an immunization is due or has been missed. IIS help providers and parents determine when immunizations are due and help ensure that children get only the vaccinations they need. IIS are capable of exchanging immunization information with immunization healthcare providers. They also play an essential role in assessing vaccine uptake, assisting with vaccine evaluation and forecasting, assisting with vaccine ordering and inventory management, supporting outbreak investigation, calculating vaccine coverage estimates, and much more.

The National Center for Immunization and Respiratory Diseases (NCIRD), Immunization Services Division (ISD), Immunization Information Systems Support Branch (IISB) works with CDC's Office of Financial Resources to award and support 64 jurisdictions through the Vaccines for Children and 317 cooperative agreement. The current IIS framework is based on a set of IIS Functional Standards that can be implemented based on jurisdiction-specific preferences, policies, and priorities. The result is a somewhat fragmented set of systems with varying levels of capability across the nation. CDC has historically had very limited access to the data coming from IISs. In addition, CDC sponsors projects focused on building an Immunization Gateway to allow:

- multi-jurisdiction providers to connect once to the Gateway to exchange data with all of the IIS in the jurisdictions they serve rather than making individual connections to each IIS
- IIS to connect to one another to exchange data across jurisdictions
- consumer access to immunization histories

The current COVID-19 pandemic requires a new way of doing business with all stakeholders having access to near real-time information. Given the current state of IISs and the need for real-time or near real-time data at the state

and federal level, there is a need for new technical solutions to support the early phases of the vaccine response in the fall of 2020 and ongoing effort to ready existing technical solutions for later phases of the response.

SECTION 2--SCOPE OF WORK

As a result of the COVID-19 pandemic, CDC/NCIRD has a need for a 2-pronged approach to monitoring vaccine distribution and administration as described in the figures below. In the early phases of vaccine response (fall 2020) where the primary method of vaccine administration is via mass vaccination clinics with limited numbers of providers and limited vaccine supply, a centralized COVID-19 mobile reporting application will be used to ensure states and CDC have real-time access to the data needed for decision-making. The mobile application must work in coordination with the Immunization Gateway to ensure complete and timely data on all doses administered. In subsequent phases of the vaccine response where there is more vaccine available and a wider provider network administering it, the primary means of getting data for state and CDC decision-making will be via existing provider EHRs and IISs using the Immunization Gateway (IZ Gateway).

This contract is for support to:

- define, plan, design, develop, deploy, maintain, and support a responsive design application for the early phases of the vaccine response
- ensure readiness of existing IIS and EHRs
- ensure readiness of mass vaccination clinics
- integrate with the Immunization Gateway
- ensure availability of data required by key stakeholders (e.g., states, CDC, clinics, providers) through a repository and dashboards

Figure 1: DRAFT data flow for early phases of vaccine response (mass vaccination)

DRAFT

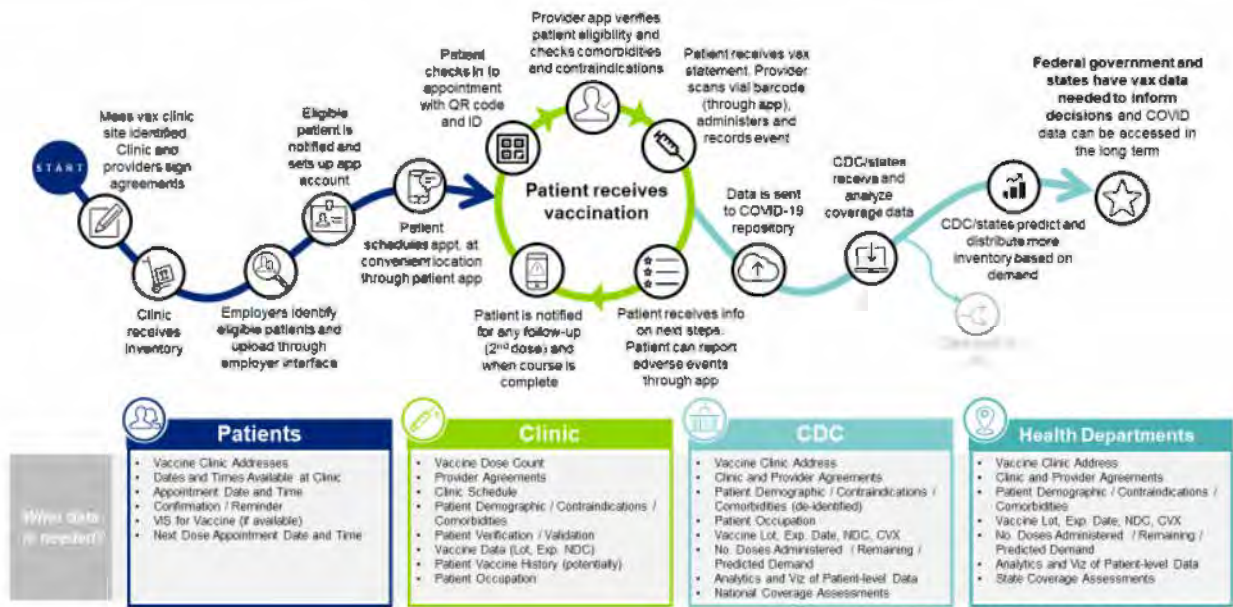
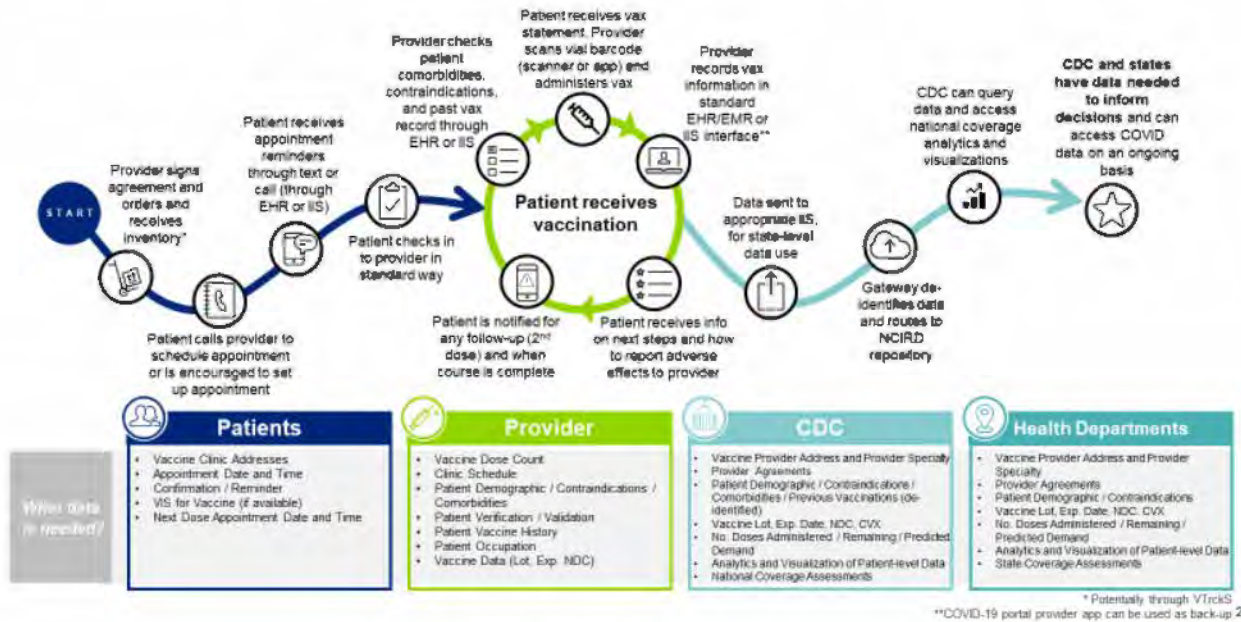


Figure 2: Draft data flow for later phases of vaccine response (general population)

DRAFT



SECTION 3 – TASKS

Task 1: Application Design and Development

Task 1.1: Planning & Design

The contractor shall provide support to define detailed requirements, a roadmap, testing plan, and implementation support for an application to support the vaccine response to:

1. develop a project plan to include a proposed work schedule showing milestones, critical activities, methodologies, required resources, and dependencies for the completion of work
2. manage risks and issues aligned to the work performed on this contract to ensure each work stream is producing according to plans and issues are identified early along with corresponding strategies for remediation
3. establish and maintain technical management and oversight of all work performed by assuring the technical excellence, cost effectiveness, and timeliness of all required work and deliverables
4. use agile development and technology best practices to guide planning including producing appropriate documentation consistent with [HHS/CDC Enterprise Performance Life Cycle](#) and Capital Planning requirements at every phase of the process
5. finalize detailed business, functional, and technical requirements to guide application development consistent with industry best practices
6. Based on the requirements, identify technical architecture, recommend application(s) components to be delivered, define technologies should be used to build and deliver them, and determine how the applications should be designed, deployed and integrated in the most effective and flexible way.
7. develop a detailed application release schedule
8. develop a detailed roadmap for the design, testing, and implementation of the application
9. engage stakeholders in planning for the application

10. assist with planning efforts to ensure mass vaccination clinics, those connected to the IZ gateway and those that are not, can incorporate the COVID-19 application within the workflow required to administer and report a vaccine encounter
11. maintain transparent communication with CDC on all aspects of the work and develop communications materials appropriate for sharing with other stakeholders
12. integrate planning and development work with the larger response effort, especially the CDC Vaccine Task Force and laboratory and serology testing experts, to ensure seamless coordination by CDC and its contractors
13. conduct regular interoperability forums with key stakeholders to develop critical exchanges/protocols that ensure a robust ecosystem for nationwide vaccine tracking applications
14. integrate planning and development, where feasible, with apps and tools being used for COVID response by state and local public health such as contact tracing including proximity tracking and testing.

Task 1.2: Development

The contractor shall develop an application to support vaccine response. The vendor shall:

1. use technology best practices for agile development to guide development, hosting, testing, and implementation
2. use an existing proven highly configurable, scalable, and secure cloud-based platform to develop, test, and host the application
3. use a platform that includes two-way text capability, CRM, QR codes and other technology to optimize user experience and limit manual data entry
4. use a platform that has the ability to: identify high priority populations for vaccine administration, register patients, direct patients to vaccination sites, conduct onsite triage, manage inventory, and integrate into existing technology solutions (see figure 1)
5. use platform that enables program staff to make minor changes without the need for additional development and plan for the potential for multiple workflows based on jurisdiction-specific needs
6. use a platform that allows for online and offline use and is flexible enough to support a myriad of situations (no internet access, bulk upload of data, manual data entry, QR scanning)
7. leverage an applicable CI/CD pipeline to ensure a fast and effective streamlined process of getting product to the consumer
8. comply with all CDC and HHS security requirements for hosting an application
9. comply with HIPAA requirements for protection of health information
10. establish and maintain the appropriate environments to support full implementation of the application
11. establish a process for managing and mitigating application defects and issues
12. use technology best practices to produce appropriate documentation at every phase of the process consistent with HHS/CDC Enterprise Performance Life Cycle and Capital Planning requirements
13. support strategic discussions, tracking deliverables, and providing assistance with general management and organizational activities, including project management
14. develop and support a framework for stakeholder engagement at every phase of the development and implementation process including joint requirements development and testing
15. engage stakeholders in development and testing of the application and internet site
16. develop application design, data model, and architecture that meets all requirements
17. develop dashboards and analytical tools to support decision-making and tracking of vaccine distribution and administration, patient triage, vaccine inventory and dose-level administration
18. incorporate methods to ensure high quality data (e.g., de-duplication algorithms, patient matching processes)
19. design and implement system interfaces to: IIS, IZ Gateway, and other systems required to ensure effective triage, directing people to vaccine (Vaccine Finder), and tracking of the vaccine administration as defined by CDC and critical stakeholders
20. develop functionality, for use by state and local public health departments and other entities (e.g., clinics, schools, ad hoc vaccination sites, providers) allocated vaccine by CDC, to manage enrollment of providers

and healthcare facilities who would be required to sign a CDC-developed COVID Provider Enrollment form.

21. design and implement real-time data sharing including via a CDC data repository

Task 1.3: Testing, Deployment, and Maintenance

The contractor shall test and implement functionality for the COVID-19 vaccine response to:

1. develop a testing plan in collaboration with CDC that incorporates extensive User Acceptance Testing (UAT) and regression testing
2. plan and implement extensive security testing
3. test system interfaces to: IIS, IZ Gateway, and other systems required to ensure effective tracking of vaccine administration
4. pilot test the application prior to full-scale implementation
5. ensure all issues and defects identified from testing are mitigated before moving to production
6. deploy the application to various stakeholders (e.g., clinic sites, employers, providers, etc.)
7. maintain the application and website throughout the response and make adaptations to meet critical needs as the situation evolves
8. collaborate with CDC staff working to incorporate data into dashboards developed by CDC/HHS

Task 2: Training and Implementation Support

The contractor shall support ongoing implementation through the development of detailed training materials and maintenance of a help center to:

1. develop a detailed operations manual covering all aspects, roles, and use cases for the new platform
2. develop role-based job aids
3. maintain user support throughout the implementation process including a fully-staffed help desk available to respond to calls, emails, etc., within normal business hours in all time zones
4. work with CDC to identify the appropriate metrics based on best practices to measure help desk productivity and effectiveness and comply with the established metrics
5. develop a model training plan that can be used by immunization programs to develop training plans specific to their stakeholders and implementation processes
6. develop a service level agreement with CDC that includes response timeframes for types of issues during implementation and maintenance

Task 3: Readiness of IIS Network

The contractor shall support ongoing efforts to ensure a robust nation-wide network of immunization information systems by advancing new approaches and providing technical assistance to:

1. engage stakeholders in planning for IIS future state
2. assist with onboarding all 64 IISs and large, multi-state providers onto the IZ Gateway to support the longer-term response effort and routine vaccination
3. defining IIS requirements to support general population vaccination during and post-response
4. identifying methods to ensure data access by key stakeholders at the local, state, and federal level create a nation-wide network of immunization systems

Section 4—Deliverables

Task	Deliverable	Description	Delivery Date	Deliver To
1.1	CDC Kick-off Meeting Summary	Conduct an initial in-person kick-off meeting with CDC to review the project goals and objectives, platform requirements, and discuss the contractor's proposed plans, activities, timeframes, and staff who will participate in the project no later than 5 days after award of contract.	5 days after contract award	COR, TM
1.1	Project Plan	Within 2 days of kickoff meeting, high level milestones for each work stream will be agreed upon followed by a detailed project plan and schedule within 30 calendar days.	2 days after kickoff meeting	COR, TM
1.1	Performance Problem Reporting	Verbal identification of problems or potential problems affecting contract performance should be brought to the attention of the COR and/or the Contracting Officer (CO) as soon as possible and followed by written reports.	Written report due within three (3) days from verbal notification when directed by the CO or the COR.	COR, TM
1.1	Bi-weekly status report and weekly meeting	Summary of bi-weekly project progress including a project roadmap or dashboard showing milestones accomplished and pending; completed and pending work products and deliverables; risks, issues and mitigation strategies; planned activities and any specific work product or deliverable requiring CDC input, and any other information or data deemed appropriate for inclusion by both parties. Team meetings scheduled weekly with CDC	First draft due two weeks after award and subsequent iterations due every two weeks thereafter. Weekly meetings (minimum)	COR, TM

1.1, 1.2, 1.3	EPLC artifacts	Written artifacts as required by HHS/CDC Enterprise Performance Lifecycle and Capital Planning and Investment Control (CPIC) processes. Artifacts may be combined (e.g., project management plan and process agreement) into one deliverable, if contractor and COR agree. Note: all deliverables and stage gate materials must be reviewed and approved by COR prior to commencing CDC IR Governance reviews. Final EPLC artifacts will be based upon agreed upon framework (e.g., agile, shared, incremental)	Provided at least 7 days prior to stage gate review (see Appendix 1 for required artifacts for full EPLC process)	COR, TM
1.1, 1.2	Roadmap	Detailed plan for development, release schedules, and deployment	15 days after kickoff meeting	COR, TM
1.2	Requirements Documentation	Document detailing the business, functional, technical, hosting and security requirements for the application	15 days after kickoff meeting	COR, TM
1.2	System design and architecture documentation	Document based on the requirements that provides a description of the design of the application and the required interfaces at the appropriate level of detail that would allow for application development	15 days after kickoff meeting	COR, TM
1.3	Testing plan	A document containing a detailed test plan that addresses the types of test to be performed, test cases, when the tests will be performed, who needs to test and how the issues and defects identified during testing will be mitigated. The test plan should be signed off by CDC.	20 days after kickoff meeting	COR, TM
1.1, 1.2, 1.3	Application	Application to manage workflow described in figure 1	June 30, 2020	COR, TM
1.1, 1.2, 1.3	Pilot Test	Pilot test application in at least 3 sites	Pilot start date August 1, 2020	COR, TM
1.1, 1.2, 1.3	Updated application	Updated application based on pilot test results, including functioning interfaces	15 days after conclusion of the pilot test – no later than	COR, TM

			August 15, 2020	
2	Training materials	Document containing all the artifacts developed to train end users, including the user manual, job aids, design documents, and other artifacts produced by the contractor	Draft user manual July 15, 2020. Final materials August 15, 2020	COR, TM
2	Help Center	Ongoing support during core business hours, as defined by the Consortium, for jurisdictions in the process of implementing the new platform	August 15, 2020	COR, TM
2	Help Center Metrics Report	Document detailing the results of measuring the agreed upon metrics established to assess the performance of the Help Center	Weekly	COR, TM
2	Service Level Agreement	Document describing metrics for quality and availability of service and application and outlines responsibilities.	August 1, 2020	COR, TM
3	Technical Assistance	Hands on assistance to states connecting to IZ Gateway (as needed)	Include in status report-- First draft due two weeks after award and subsequent iterations due every two weeks thereafter Weekly meetings (minimum)	COR, TM
3	Future State Model	Document describing feasible scenarios with recommendations and an implementation plan for the chosen approach	June 15, 2020	COR, TM

SECTION 5: PERFORMANCE MATRIX

PERFORMANCE-BASED MATRIX				
Desired End Result	Feature(s) of end result to be surveilled (Indicator).	The required performance level for each feature (Standard).	Quality Assurance*	Incentives/Payment-Quality Link
Established project management structure based on best practices to ensure successful performance of the SOW	Quality of Product/Service	<ul style="list-style-type: none"> 100% of submitted reports are accurate, relevant, and reliable Developed solutions are 100% regulatory compliant 	Review of weekly and monthly status meetings / reports	Favorable or Unfavorable Performance Evaluation
Web accessible mobile app to support the vaccine response to the COVID-19 outbreak	Develop and deploy application consistent with stated requirements and with all required interfaces with other systems	All required milestones and deliverables will be achieved within the schedule as specified in the contract	Periodic review of the application against the requirements at the federal level and in end user test environments	Favorable or Unfavorable Performance Evaluation
Contract Management	Adherence to schedule Cost Control Business Relations Management of Personnel	<ul style="list-style-type: none"> All milestones tasks, and deliverables of the project are completed within deadlines determined by the team. No more than a 2% deviation in planned versus actual labor costs for the performance period being surveilled Recommended IT solutions/products are within the budgetary limits of the contract Responsive to ad hoc (within-scope) requirements and complies IAW the agreed upon timeframe Invoicing is properly documented and timely submitted 	Periodic comparison of cumulative invoicing and pricing / staffing plans COR observations OCFO / OAS feedback	<ul style="list-style-type: none"> Payment is linked to quality through FAR clauses 52.246-6 Inspection of Services – Time and Material and Labor Hour The Government shall accept or reject the work as promptly as practicable after delivery. Government failure to inspect and accept or reject the work shall not relieve the Contractor from responsibility, nor impose liability on the Government, for non-conforming work. Work is nonconforming when it is defective in material or workmanship or is otherwise not in conformity with contract requirements. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity

		<ul style="list-style-type: none"> • Contractor personnel in sufficient numbers and possessing the requisite skill sets are available/ provide technical support for EACH business day of the performance period. • Key Personnel are not removed from the project without prior consent / concurrence of the COR. 	<p>with contract requirements; the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit.</p> <ul style="list-style-type: none"> • If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.
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SECTION 6: SPECIAL CONSIDERATIONS

At a minimum, the successful offeror shall possess the following technical proficiencies:

- Demonstrated project management, process improvement, communication, training and customer service skills.
- Demonstrated knowledge of Immunization Information Systems (IIS), their application for clinical and public health decision making, immunization best practices, and business process support for clinicians and immunization programs.
- Demonstrated knowledge of initiatives and practices related to immunization systems and programs. Examples include: the CDC Vaccines for Children Program, the Meaningful Use initiative, the CDC HL7 Implementation Guide, IIS Functional Standards, immunization stakeholder position statements related to IIS use.
- Demonstrated knowledge and experience in information technology development, implementation, maintenance and support using federal government policies and procedures.
- Demonstrated experience developing tools on existing platforms (e.g., CRM platforms)
- Demonstrated experience producing system documentation consistent with industry best practices.
- Demonstrated experience in working with a collaborative user group or governing consortium to develop, implement, maintain and support an IT solution.

SECTION 7: INFORMATION SECURITY

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) 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:
- a. 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.
 - b. 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.
 - c. 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.
 - d. 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

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 Moderate High

- 4) **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 3 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*.
- 5) **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.
- 6) **Confidentiality and Nondisclosure of Information.** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor un 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).
- 7) **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)*.
 - 8) **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.
 - 9) **Contract Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents as outlined in CDC policies to comply with contract deliverables as appropriate.
 - 10) **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 prior to performing any work on behalf of HHS.
 - 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 the COR upon request and at the conclusion of the contract.

- 11) **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. 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.
- 12) **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 to determine whether or not a full PIA needs to be completed.

a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the CDC SOP or designee with completing a PIA for the system or information within **7 days** after completion of the PTA and in accordance with HHS policy and OMB M-03-22, *Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002*.

b. The Contractor shall assist the OpDiv 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 agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces 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 Information Security Awareness, 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 **annually** commensurate with their role and responsibilities in accordance with HHS policy and the *HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum*.
- 3) **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*, and CDC Implementation of the HHS Rules of Behavior for Use of HHS Information Technology Resources.
- 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 Information 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

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by CDC Computer Security Incident Response Team (CSIRT) **within 24 hours**, whether the response is positive or negative.

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

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

- 1) 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.
- 2) NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send CDC approved notifications to affected individuals within 30 days.
- 3) Report all suspected and confirmed information security and privacy incidents and breaches to the CDC Computer Security Incident Response Team (CSIRT) at 866-655-2245 and CSIRT@cdc.gov, COR, CO, CDC SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than **one (1) hour**, and consistent with the applicable CDC and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 - a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - b. not include any sensitive information in the subject or body of any reporting e-mail; and
 - c. encrypt sensitive information in attachments to email, media, etc.
- 4) Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information*, HHS and CDC incident response policies when handling PII breaches.
- 5) Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing,

or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation.

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 following position sensitivity designation levels apply to this solicitation/contract: Public Trust Level 5.

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*.

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 within 7 days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 7 days of the 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).
- 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 within 7 days 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 Contractor Employee Separation Checklist when an employee terminates work under this contract within 1 day of the employee’s exit from the 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/CDC policies and shall not dispose of any records unless authorized by HHS/CDC.

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/CDC policies.

SECTION 8: TRAVEL

The nature of work may require travel to various locations, including CDC, meetings and to partner sites. All travel shall be in accordance with the Federal Travel Regulations (FTR) and the Joint Travel Regulations (JTR) and adhere to FAR 31.205-46. The contractor shall ensure that the requested travel costs will not exceed the amount authorized in this contract or task order. Travel must be submitted to COR in an official request with anticipated expenses and justification. Travel shall be scheduled during normal duty hours whenever possible.

Prior Approval: Requests for travel approval shall:

1. Be prepared in a legible manner
2. Include a description of the purpose of the trip
3. Be summarized by traveler
4. Identify the contract/task order number
5. Identify the contract/task order CLIN
6. Be submitted in advance of the travel with sufficient time to permit review and approval.

All travel must be authorized by the COR and be in compliance with the contract and all other applicable requirements.

SECTION 9: DEFINITIONS AND ACRONYMS

AIM	Association of Immunization Managers
AIRA	American Immunization Registry Association
Awardee	State, local and territorial immunization program
CDC	Centers for Disease Control and Prevention
Centralized Services	Refers to centralized efforts to pool resources to address the needs and challenges of IIS. Centralized services is collaborative and responsive way to develop standardized and reusable resources that can be implemented in a more flexible manner.
Economies of Scale	Refers to cost and/or time savings resulting from two or more parties sharing the cost of design and development for a system with components that have the same or similar function.
HER	Electronic Health Record
IIS	Immunization Information Systems
IIS-EHR Interoperability	Interoperability as applied to immunization record exchange between EHR systems and statewide IIS means the ability to share patient immunization records electronically through HL7 standard communication protocols.
IISB	Immunization Information Systems Support Branch
ISD	Immunization Services Division
NCIRD	National Center for Immunization and Respiratory Diseases
Strategy	The method or plan for achieving a desired goal
Activity	The unit of work required to achieve a strategy

SECTION 10: PLACE OF PERFORMANCE

Work under this contract will be performed offsite and onsite at the CDC Atlanta location. The nature of this work will require that employees performing work on-site at CDC be processed through appropriate security clearance processes. Employees failing to receive the appropriate NACI clearance will be replaced with a suitable replacement within 30 days after notification. The contractor will have access to both CDC IT systems and CDC facilities but access will be controlled through use of a CDC-issued HSPD-12 compliant ID badge. When appropriate, teleworking is also permitted on this contract. The offeror is required to demonstrate they have the appropriate infrastructure and resources to perform work from home or other site locations. Work for this contract also requires multiple meetings with CDC. The offeror must demonstrate the ability to have resources available in person to participate onsite at CDC locations in Atlanta when required.

SECTION 11: HOURS OF WORK

The CDC has a flexible work program schedule that allows individuals to begin work as early as 6:30AM and end as late as 6:00 PM at the discretion of the project officer. Normal business hours are 8:00 AM to 4:30 PM, Monday through Friday, except Government observed holidays

SECTION 12: HHSAR Provision, 352.239-73: Electronic and Information Technology Accessibility Notice

(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/sec508/standards.htm>.

(c) The Section 508 accessibility standards applicable to this contract are: 1194.

- 205 WCAG 2.0 Level A & AA Success Criteria
- 302 Functional Performance Criteria
- 502 Inoperability with Assistive Technology
- 503 Applications
- 504 Authoring Tools
- 602 Support Documentation
- 603 Support Services

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 documentation 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 Web site <http://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

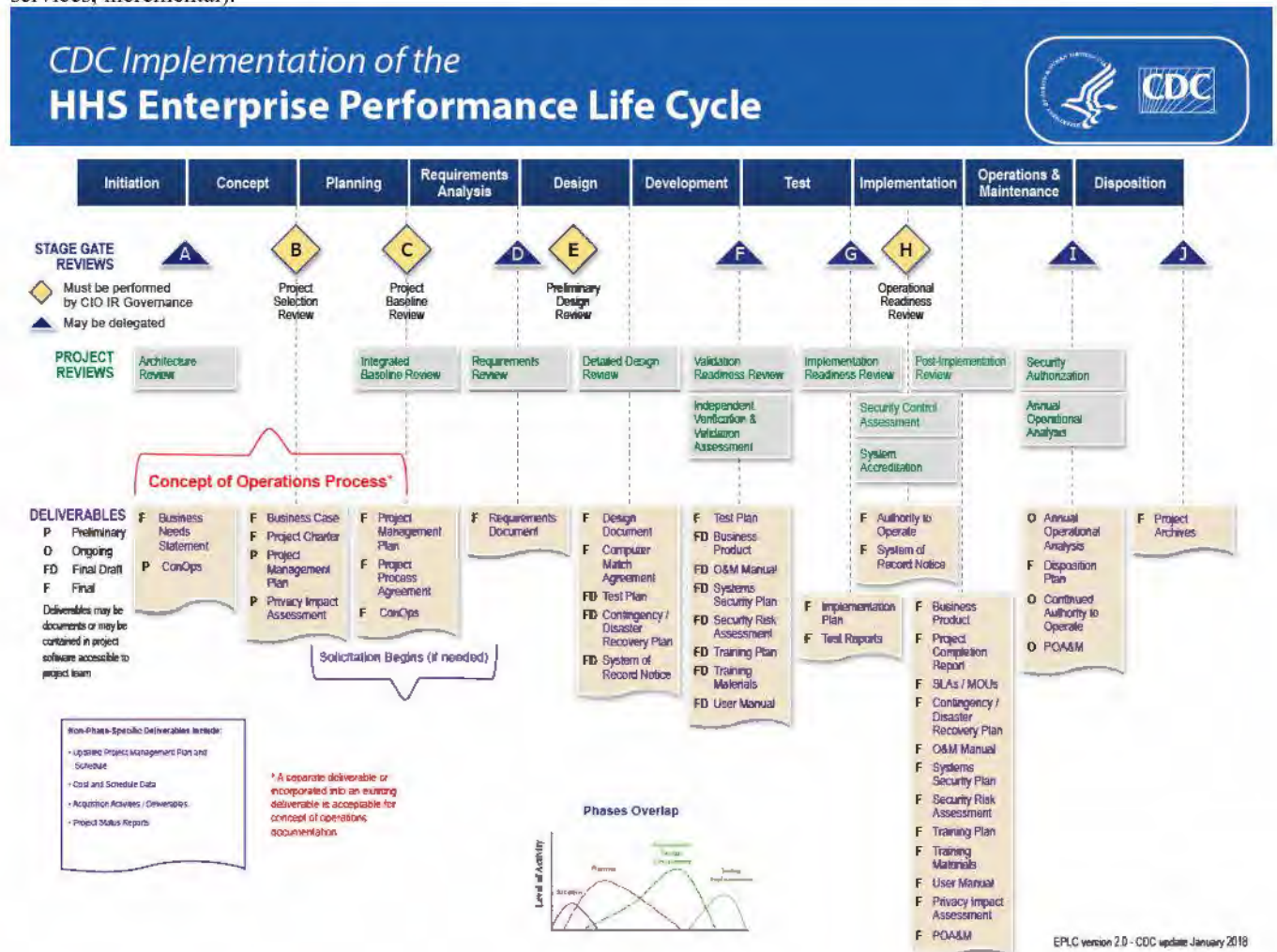
EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(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 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)

Enterprise Performance Life Cycle

The diagram below describes the full EPLC process, which may be adapted based on methodology (agile, shared services, incremental).



SECTION D – CONTRACT CLAUSES

D.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): <https://www.acquisition.gov/browse/index/far>

FAR SOURCE	TITLE AND DATE
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.204-17	Ownership or Control of Offeror (Jul 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-20	Predecessor of Offer (Jul 2016)
52.212-4	Contract Terms and Conditions - Commercial Items (Jan 2019)
52.227-14	Rights in Data – General (May 2014)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Contractors (Dec 2013)

D.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Mar 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) ([31 U.S.C. 6101note](#)).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C.657a](#)).
 - (ii) Alternate I (Mar 2020) of [52.219-3](#).
- (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
 - (ii) Alternate I (Mar 2020) of [52.219-4](#).
- (13) [Reserved]
- (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C.644](#)).
 - (ii) Alternate I (Mar 2020).
 - (iii) Alternate II (*Nov* 2011).
- (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
 - (ii) Alternate I (Mar 2020) of [52.219-7](#).
 - (iii) Alternate II (*Mar* 2004) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Mar 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - (ii) Alternate I (*Nov* 2016) of [52.219-9](#).
 - (iii) Alternate II (*Nov* 2016) of [52.219-9](#).
 - (iv) Alternate III (Mar 2020) of [52.219-9](#).
 - (v) Alternate IV (Aug 2018) of [52.219-9](#)
- (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C.637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan* 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
 - (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).
- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (30) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).
 - (ii) Alternate I (*Feb* 1999) of [52.222-26](#).
- (31) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).
 - (ii) Alternate I (*July* 2014) of [52.222-35](#).
- (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
 - (ii) Alternate I (July 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).
- (35) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - (ii) Alternate I (*Mar* 2015) of [52.222-50](#) ([22 U.S.C. chapter78](#) and E.O. 13627).

- ___ (36) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- X (47) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
 - ___ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (ii) Alternate I (*May 2014*) of [52.225-3](#).
 - ___ (iii) Alternate II (*May 2014*) of [52.225-3](#).
 - ___ (iv) Alternate III (*May 2014*) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).
- ___ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (56) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
- ___ (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C. 3332](#)).
- X (60) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).
- X (61) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (62) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (*Apr 2003*) of [52.247-64](#).

___ (iii) Alternate II (*Feb 2006*) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

___ (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

(3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

(7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(viii) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C.4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C.793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C.4212](#))

(xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiv) (A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#)and E.O 13627).

(xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (c) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

D.4 HHSAR Clauses:

352.203-70	Anti-Lobbying (Dec 2015)
352.208-70	Printing and Duplication (Dec 2015)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
352.223-70	Safety and Health (Dec 2015)
352.224-71	Confidential Information (Dec 2015)
352.227-70	Publications and Publicity (Dec 2015)
352-231-70	Salary Rate Limitation (Dec 2015)
352.239-74	Electronic and Information Technology Accessibility (Dec 2015)

CDC Clauses:

D.5 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 3033**

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)

D.6 CDCP_G009 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)

D.7 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)

D.8 CDC0_G018 Payment by Electronic Funds Transfer (Feb 2018)

(a) 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.

(b) 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.

(c) 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.

(d) 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)

D.9 CDC42_0001 Non-Personal Services (Apr 2015)

(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 "Identification of Contractors' Employees and Safeguarding Government 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 substance of this clause. 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 this clause shall be included in all subcontracts at any tier.

(d) Nothing in this clause shall limit the Government's rights in any way under any other provision 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)

D.10 CDCA_H037 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Feb 2011)

(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 of this clause, 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 clauses.
- 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)

D.11 CDC0_H022 Smoke Free Working Environment (May 2009)

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

(End of Clause)

D.12 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.

D.13 Non-Disclosure Agreement for Contractor and Contractor Employees

(a) 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.

(b) The NDA made part of this clause, exhibit I and II, is required in service contracts where positions and/or functions proposed to be filled by contractor's employees will have access to non-public and procurement-sensitive information. 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 (when communication or interaction relates to the contractor's work with the CDC), and members of the public. 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."

- (a) The Contractor shall inform employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (b) During the contract performance period, the Contractor is responsible to ensure that all additional or replacement contractors' employees sign a NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (c) 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 meeting where sensitive information may be discussed.
- (d) The Contractor shall prepare and maintain a current list of employees working under NDA's 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 Performance Work Statement (PWS), Requests for Quote (RFQ), 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; offeror's identities; technical and cost data; the identity of government personal 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 Quote (RFQ), 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; offeror's identities; technical and cost data; the identity of government personal 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

Name of 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

D.14 CDCA_H040 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)

D.15 CDC100_0003 Public Access To CDC Funded Digital Public Health Data (Nov 2018) Public Health Data

Definition: Public Health data means digitally recorded factual material commonly accepted in the scientific community as a basis for public health findings, conclusions, and implementation

When CDC is funding, in whole or in part, via a contract as defined in FAR 2.101, with respect to public health data, a CDC-approved Data Management Plan (DMP) – a plan for digital data management, sharing, and preservation is required prior to commencing any related services or work. For contracts where public health data collection or generation activities may become necessary during the period of performance (e.g. via contract modification), a DMP will be required to be submitted and evaluated during the period of performance. The DMP is a deliverable and a living document that should be updated throughout the life cycle of data. A final DMP is required at the end of the contract performance that shows where the data are deposited and how they are being made accessible or justification provided for not doing so.

Data Management Plan

A DMP for each collection and/or generation of public health data should include the following information:

- A description of the public health data to be collected or generated in the contract period of performance;
- Standards to be used for the collected or generated public health data;
- Mechanisms for or limitations to providing access to and sharing of the data (include a description of provisions for the protection of privacy, confidentiality, security, intellectual property, or other rights) or justification for why data cannot be made accessible. This section should address access to identifiable and de-identified data (see below for additional information about access);
- Statement of the use of data standards that ensure all released data have appropriate documentation that describes the method of collection, what the data represent, and potential limitations for use; and
- Plans for archiving and long-term preservation of the data, or explanation of why long-term preservation and access are not justified. This section should address archiving and preservation of identifiable and de-identified data (see below for additional information regarding archiving).

Access to and Archiving of the Data

To the extent that is feasible, contractors should make public health data accessible. Rights in Data clauses (FAR 52.227-14 Rights in Data – General, [52.227-16](#), Additional Data Requirements, FAR 52.227-17 Rights in Data – Special Works, or FAR 52.227-18 Rights in Data-Existing Works), may be applicable and incorporated into contracts, depending on the Performance Work Statement involved. The data rights clauses give the government “unlimited rights” in data first produced (when funded by government solely) in the performance of a contract. “Unlimited rights” is an unlimited license to use, disclose or reproduce the data; it does not give the government ownership of the data. Unlimited rights in data would allow the government to archive and make public non-proprietary data first produced in contract performance.

Contracts that do not include terms for submittal of public health data to CDC, are expected to plan and prepare for providing access to, and archiving/long-term preservation of, collected and/or generated data within the contract period of performance, as set forth below. The final version of a collected and/or generated data set intended for release or sharing should be made available within thirty (30) months after the end of the data collection or

generation, except surveillance data, which should be made accessible within a year of the end of a collection cycle. For public use de-identified (removal of sensitive identifiable or potentially identifiable information) datasets, an accompanying data dictionary, and other documentation relevant to use of the data set should be deposited in a sustainable repository to provide access to the data. Data that cannot be de-identified can be provided as restricted data upon request under a data-use agreement or onsite controlled use.

For data underlying a scientific publication, the contractor shall make the data available coincident with publication of the paper, at a minimum a machine-readable version of the data tables shown in the paper, unless the data set is already available via a release or sharing mechanism. In addition, contractors should ensure the quality of data they make accessible and seek to provide the data in a machine readable and nonproprietary format. Contractors who fail to release public health data in a timely fashion may be subject to procedures normally used to address failure to comply with the terms and conditions of the contract and may be grounds for the Contracting Officer to terminate the contract for default. Irrespective of whether the data are made accessible or not, Public health data of value should be preserved long-term.

A final DMP is required at the end of the contract performance. The final DMP will indicate the location of the deposited data and the manner of access granted to the data. There needs to be an adequate justification for not making data accessible and this justification must be documented in the DMP and approved by the Contracting Officer's Representative.

Additional information is available at <https://www.hhs.gov/open/publicaccess/index.html>.

(End of Requirement)

SECTION E - SOLICITATION PROVISIONS

E.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): <https://www.acquisition.gov/browse/index/far>

FAR SOURCE	TITLE AND DATE
52.204-7	System for Award Management (Jul 2013)
52.212-3	Offeror Representations and Certifications – Commercial Items (Dec 2019)

E.2 FAR 52.212-1 Instructions to Offerors—Commercial Items (tailored)

This procurement will be conducted as a commercial item acquisition. The Government intends to conduct the evaluation process in two (2) phases which are outlined below.

Phase	Factor	Due Date
Phase I	Factor 1: Similar Experience Offeror may submit cover/transmittal page.	May 20, 2020, at 11AM EST
Phase II	Factor 2: Technical Approach and Understanding of Requirement (Oral Overview)	May 21, 2020. Time to be determined in writing via email communication after receipt of Phase I proposal.
	Factor 3: Management Approach (Oral)	
	Factor 4: Staffing Plan (Oral)	
	Factor 5: Business proposal (Written) <ul style="list-style-type: none"> ▪ 5.a Pricing Structure ▪ 5.b Key Personnel Resumes 	

- (1) **Submission of offers.** Submit signed and dated Phase I offers only electronically via email and Phase II offers via oral presentation as specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers must show—
 - (a) The solicitation number;
 - (b) The name, address, and telephone number of the offeror;
 - (c) DUNS number of the offeror;
 - (d) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation;
 - (e) Price and any discount terms;
 - (f) “Remit to” address, if different than mailing address; and
 - (g) Acknowledgment of Solicitation Amendments, if applicable.
- (2) **Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (3) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (4) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

- (a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (c) If this solicitation is a request for proposals, it was the only proposal received.
- (d) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(5) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the e-mail, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(6) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received electronically at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(7) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(8) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract to the responsible offeror submitting the proposal (Technical and Business) determined to be the most advantageous and the best value to the Government as evaluated under the criteria described in [Section 10](#).

(9) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(10) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(End of provision)

E.3 FAR 52.212-1 (Addenda)

a. General Instructions

(a) Offerors are invited to submit a proposal in response to this solicitation. All proposals received will become part of the official file.

(b) The written proposal must be signed by an official authorized to bind your organization. You must submit one (1) electronic copy of your proposal under Phase I to CDC/OAS via email to lpeel@cdc.gov Subject: (Company Name) Proposal to RFP (insert solicitation number). You must submit one (1) electronic copy of the written portions of your proposal under Phase II to CDC/OAS to lpeel@cdc.gov on or before the date of your oral presentation. Subject: (Company Name) Proposal to RFP (insert solicitation number) Phase II. Facsimile proposals are not authorized.

<u>Page Limit</u>	<u>Tab Title</u>	<u>Associated Evaluation Factor</u>
<u>Phase I Volume I (written)</u>		
Offeror may include cover/transmittal page.		
5 pages	Prior Demonstrated Experience	1
<u>Phase II Volume I:</u>		
Offeror may include cover/transmittal page.		
Oral Presentation	(Oral): Technical Approach and Understanding of the Requirement	2
Oral Presentation	(Oral): Management Approach	3
Oral Presentation	(Oral): Staffing Plan	4
Electronic Submission – 40 slides	Submit slides on or before oral presentation. Slides will NOT be scored.	2-4
<u>Phase II Volume II: Business Proposal (written)</u>		
1 page	Quotation Cover/Transmittal Letter	N/A
N/A	Pricing Schedule and/or Structure Description	6
N/A	Resumes of Proposed Key Personnel (2 pages/resume; 1 resume for each proposed Key Personnel)	6
N/A	Pricing Excel Workbook	6

Information contained in each volume shall be complete to the extent that evaluation of each tab may be accomplished independently of, and concurrently with, evaluation of the other. Your responses must demonstrate that both your organization and personnel can successfully complete this project. Offerors shall strictly adhere to the page limits.

NO PRICE INFORMATION IS TO BE INCLUDED IN VOLUME I

b. Technical Proposal Instructions

All proposals and presentation must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the PWS and has an efficient and effective solution to accomplish the tasks. Offerors are required to submit sufficient information concerning all evaluation factors to enable the Government personnel to fully assess the capabilities of the Offeror to perform all requirements. The proposal must be sufficient in detail and scope to enable evaluation and provide the evaluators with a clear understanding of the Offeror's approach, expertise, experience, and capability to successfully implement the functions as required by this solicitation.

The burden of proof for all substantiation within the proposal rests with the Offeror. Offerors are advised that the Government may incorporate any part of the Offeror's proposal deemed beneficial to the Government into the final contract award.

The technical proposal should succinctly address the PWS and the evaluation criteria at Section M and shall not exceed page limitations described above. Neither any appendix of resumes or CV to support the staffing plan count against the maximum length. Paper size shall be 8 1/2 by 11-inch white paper with printing on one (1) side only, using 12 point font. No reduction is permitted except for organization charts or other graphic illustrations, or in headers/footers. In those instances where reduction is allowable, Offerors shall ensure that the print is easily readable; no less than 8 point font on graphs and 10 point font on tables. Each page shall have adequate margins on each side (at least one (1) inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Pages that exceed the maximum page limitation will not be evaluated.

c. Business Proposal Instructions

The Business Proposal shall be separate from the Technical Proposal. The contractor shall include an **excel spreadsheet** of the breakout of hours and rates for each period and a total summary for the entire contract amount. The proposal shall be comprised of the following elements in addition to the solicitation number:

The itemized price and the rationale for significant categories should be furnished as follows:

- (1) **Direct Labor:** At a minimum, the staffing plan included in the technical proposal shall be included in the business proposal, along with the proposed hourly rate for each proposed labor category.
- (3) **Materials and Services:** Provide a consolidated priced summary of individual material quantities anticipated to be needed in performance of the contract and the basis for pricing (vendor quotes, invoice prices, etc.).
- (4) **Subcontracted Items (if applicable):** Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all cost reimbursement type subcontracts. Include these analyses as part of your own cost submissions for subcontracts (see FAR Subpart 44.2 for information required to support a request for subcontract consent);
- (5) **Travel:** Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for the proposed costs. If the government provides an estimated travel budget you may utilize that number in your proposal. A copy of your corporate travel policy shall be submitted with your proposal if travel costs have been proposed;
- (6) **Other Direct Costs (ODC):** Provide a breakdown of all other costs not otherwise included in the categories listed above (e.g. computer services, consultant services, photocopying costs) and provide the basis for these proposed costs, if relevant to the requirement;
- (7) **Indirect Costs:** Provide information regarding any indirect rates, such as G&A, that will be applied to items such as travel and ODCs. Provide a copy of your current approved indirect cost rate agreement, including location and application of indirect cost rates to this proposal (including major subcontracts).
- (8) **Other:** Your proposal must indicate whether you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. (If not, indicate the amount required and the anticipated source.) (End of Clause)

d. Proposal Evaluation

The Technical factors will be evaluated and assigned an adjectival rating. The Government will employ an evaluation process that permits tradeoffs among Technical and Price and allows the Government to consider award(s) to other than the lowest priced or highest technically rated Offeror. The Government reserves the right to make an award to that Offeror whose Proposal provides the best overall value to the Government.

The technical evaluation will be attained through a determination and analysis of strengths, weaknesses, and risks of each Proposal. Technical risks will be included in the final evaluation and will not be evaluated as a separate factor. In the assessment of technical risk, the Government evaluators will consider all available information.

e. Incurring Costs

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.

d. Notice of Intent to Award Contract without Discussions: The Government reserves the right to evaluate proposals and award without conducting discussions with the Contractors

E.4 FAR 52.212-2 Evaluation - Commercial Items (Oct 2014) (tailored)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers, in descending order of importance:

- (i) technical evaluation factors as described in E.5;
- (ii) price; and
- (iii) past performance.

Technical and past performance, when combined, are more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

E.5 FAR 52-212-2 (Addenda) Technical Evaluation:

The technical evaluation criteria in order of importance are as follows:

1. Technical Approach & Understanding of the Requirement
2. Management Approach
3. Staffing Plan
4. Similar Experience

1. Technical Approach & Understanding the Requirement – oral

The Offeror shall provide an analysis of the task requirements to indicate their understanding of the requirements, operating environment and the contract objectives. The Offeror shall provide a description of the performance techniques and methodology they propose in performance of this task. The Offeror shall provide a Project Plan and a Contract Work Breakdown Structure (CWBS) describing the process and approach they propose to use in successfully completing this project. The CWBS should correlate to the Offeror's price/cost proposal.

The Offeror shall specifically address aspects such as technical understanding, methodology and approach, along with the sub-factors listed below.

- a. Provide a detailed and comprehensive statement of the problem, scope, and purpose of the project to demonstrate complete understanding of the intent and requirements of the contract, understanding of the current operating environment for COVID-19 vaccine response and IISs in general, and potential problems that may be encountered.
- b. Describe the proposed technical approach to comply with each of the requirements specified in the contract statement of work. The proposal must be consistent with the stated goals and objectives. The proposed approach must ensure the achievement of timely and acceptable performance and will include a milestone and/or phasing charts to illustrate a logical sequence of proposed events.
- c. Describe a plan that includes solutions for overcoming specific difficulties likely to be encountered with performing the work requirements.

2. Management Approach – oral

The Offeror shall demonstrate an overall understanding of the project and adequacy and feasibility of plans to address all items in the contract statement of work within the required timeframe. This includes the detailed description of specific tasks to be performed, methods and resources (not staffing) to be used and a discussion of problems likely to occur and plans for addressing them.

- a. The Offeror shall describe their organizational structure and how they propose to manage this task, including a discussion of timelines and issues.
- b. The Offeror shall provide rationale for their management approach.
- c. The Offeror shall describe the methodology for managing the task, performance measures they will use to monitor performance, any management tools they will use, how they will ensure quality products are delivered, how they will mitigate risk and how they will communicate. Offeror shall adequately describe the resources they propose to complete the work described in the PWS and a rationale for their proposed approach. The Offeror shall identify any resources (facilities, hardware, software, communications, etc.) that would be required above and beyond that already addressed as part of this contract.
- d. The Offeror shall clearly indicate how the metrics in the contract statement of work will be monitored and corrective action taken if appropriate. The Offeror shall specify its approach for maintaining control of all contract change management issues.
- e. The Offerors shall provide (1) a detailed description of how conflicts are managed; (2) a plan to ensure client satisfaction; and (3) a measurement of fiscal responsibility and accountability paying particular attention to the deliverable timeline in this contract.
- f. The Offeror shall identify anticipated management barriers and risks. The Offeror shall provide a description of their approach to risk management during the contract from a management perspective and the planned actions to mitigate or eliminate risks.
- g. Offeror shall identify (if any) assumptions or conditions relating to their Management Plan and Other Qualification Information. The Government reserves the right to reject any proposal that includes any assumption or condition that adversely impacts or affects the Government's requirement.

3. Staffing Plan – oral

The Offeror shall provide qualified technical labor resources in numbers adequate to address the technical and administrative requirements and deliverable schedules outlined in the contract. The description shall also include:

- a. A staffing matrix showing type and number of staffing resources readily available for the base effort, including breakdowns by skill sets, security clearances and any related technical IT certifications. The matrix of proposed personnel shall also include their experience, education, skills, and qualifications to do the job. The backgrounds of the personnel will reflect the length and variety of experience and expertise in tasks similar to the tasks required by this project completed in similar environments any relevant training.
- b. description of the Offeror's approach to rapidly obtain and/or replace qualified staffing resources to support existing and new contract work and to meet changing workload requirements, including a table showing employee turnover rates for each of the past three years; and resumes for proposed Key Personnel (limited to two (2) pages per resume).

- c. Document the decision-making authority of the project director as related to other elements of the organization. The percentage of time each staff member shall contribute to the program will be adequately identified. The extent to which outside consultants or specialists will be used and evidence of availability shall be indicated.
- d. If subcontractors are proposed, provide information to support their qualifications as well. The Offeror shall identify any portions of the task that will be performed by subcontractors. This information must include the subcontracting firm and the specific duties and labor categories that will be performed by the subcontractor. The Offeror shall also furnish a written copy of the draft subcontracting agreement. The Offeror shall also provide copies of any Service Level Agreements.

4. Similar Experience – written

The Offeror shall provide a description of three (3) projects completed within the past three years that clearly demonstrates the Offeror's experience in performing projects of similar scope, size and complexity to the requirements described in the contract. The following information shall be provided for each project reference:

- a. contract number, customer/agency name and contract title;
- b. brief narrative description of the work performed for each of those contracts, including a discussion of any problems encountered/corrective actions and significant accomplishments;
- c. dollar value, contract type, period of performance, place of performance, the number and types of personnel used in the performance of the contract, and similarity to the requirements of this contract; and
- d. name, address and phone number of at least two (2) customer contacts (Contracting Officer and Project Officer) for each of the identified contracts.

E.6 Business Evaluation

A price analysis of the Business Quotation will be conducted to determine the reasonableness of the Contractor's Business Proposal.

E.7 CDC42.0001 Contractor Performance Assessment Reporting System (CPARS) Requirements:

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.

Name:

Email:

Phone Number:

Signature:

E.8 CDC100_0004 Data Management Plan (Instructions) (Nov 2018)

CDC requires awardees of contracts that involve the collection or generation of public health data with federal funds to develop, submit, and comply with the requirement of a Data Management Plan (DMP) for each collection or generation of public health data undertaken. Consistent with the terms of and activities expected under the Performance Work Statement, the offeror shall develop and submit a DMP as part of its proposal in response to this solicitation, and if awarded a contract, update the DMP throughout the life cycle of the public health data collected or generated during the performance period. The DMP shall describe, to the extent appropriate, the data to be collected or generated; plans for making the data accessible that state what the data represent and potential limitations for use, provisions for the protection of privacy, confidentiality, security, intellectual property, or other rights (where these protections preclude making data accessible, justification must be provided); and plans for archiving and long-term preservation of the data. Costs, if any, associated with developing and implementing a DMP, including costs of sharing, archiving and long-term preservation, are allowable costs and shall therefore be reflected in an offeror's Business Proposal. A DMP must be developed in accordance with the below guidelines. A proposal received without a DMP will be deemed "Unacceptable".

A DMP for each collection and/or generation of public health data should include the following information:

- A description of the public health data to be collected or generated in the contract period of performance;
- Standards to be used for the collected or generated public health data;
- Mechanisms for or limitations to providing access to and sharing of the data (include a description of provisions for the protection of privacy, confidentiality, security, intellectual property, or other rights) or justification for why data cannot be made accessible This section should address access to identifiable and de-identified data (see below for additional information about access);
- Statement of the use of data standards that ensure all released data have appropriate documentation that describes the method of collection, what the data represent, and potential limitations for use; and;
- Plans for archiving and long-term preservation of the data, or explanation of why long-term preservation and access are not justified. This section should address archiving and preservation of identifiable and de-identified data (see *Public Access to CDC Funded Digital Public Health Data*) for additional information regarding archiving).

(End of Provision)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 34		
2. CONTRACT NO. 75D30120C08239		3. AWARD/EFFECTIVE DATE 05/27/2020	4. ORDER NUMBER		5. SOLICITATION NUMBER 75D301-20-R-67989		6. SOLICITATION ISSUE DATE 05/15/2020	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Lauren Peel		b. TELEPHONE NUMBER (No collect calls) (770) 488-2649		8. OFFER DUE DATE/LOCAL TIME 05/21/2020	
9. ISSUED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004			CODE 8219	10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE: % FOR SMALL BUSINESS SMALL DISADV. BUSINESS 8(A) SIC: 51110 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO			CODE	16. ADMINISTERED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004				CODE 8219
17a. CONTRACTOR/OFFEROR DELOITTE CONSULTING LLP 1919 N LYNN ST ARLINGTON, VA 22209-1742 TELEPHONE NO.		CODE 019121586	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 404-718-8100 Atlanta, GA 30333-0080				CODE 434
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	COVID-19 Vaccine Distribution and Administration Tracking							
25. ACCOUNTING AND APPROPRIATION DATA See Section B						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,891,816.74		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED x 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARDS OF CONTRACT: REFERENCE OFFER DATED 5/21/2020. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer) Lauren Peel -S Digitally signed by Lauren Peel -S Date: 2020.05.27 13:45:55 -04'00'				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Lauren Peel		31c. DATE SIGNED 5/27/2020		
32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE		32c. DATE		36. PAYMENT COMPLETE PARTIAL FINAL		37. CHECK NUMBER		
41a. I CERTIFY THIS AMOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D	42d. TOTAL CONTAINERS			



Centers for Disease Control and Prevention (CDC)

National Center for Immunization and Respiratory Diseases (NCIRD)

Immunization Services Division (ISD)

Immunization Information Systems Support Branch (IISB)

COVID-19 Vaccine Distribution and Administration Tracking

Request for Proposals (RFP): CDC RFP No. 75D301-20-R-67989

May 21, 2020

Phase II Volume II – Price Proposal

Submitted By: Deloitte Consulting LLP | 1919 North Lynn Street | Arlington, VA 22209



**Immunization Information Systems Support Branch (IISB)
COVID-19 Vaccine Distribution and Administration Tracking**

Request for Proposal (RFP): 75D301-20-R-67989

PHASE II Volume II – Price Proposal

Submitted by:

Deloitte Consulting LLP

DUNS: 019121586

1919 North Lynn Street
Arlington, VA 22209

**Technical POC and
Authorized Negotiator:**

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Email: (b)(4)

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Submitted To:
Lauren Peel, JD
Contracting Officer
Tel: 770-488-2649
Email: lpeel@cdc.gov

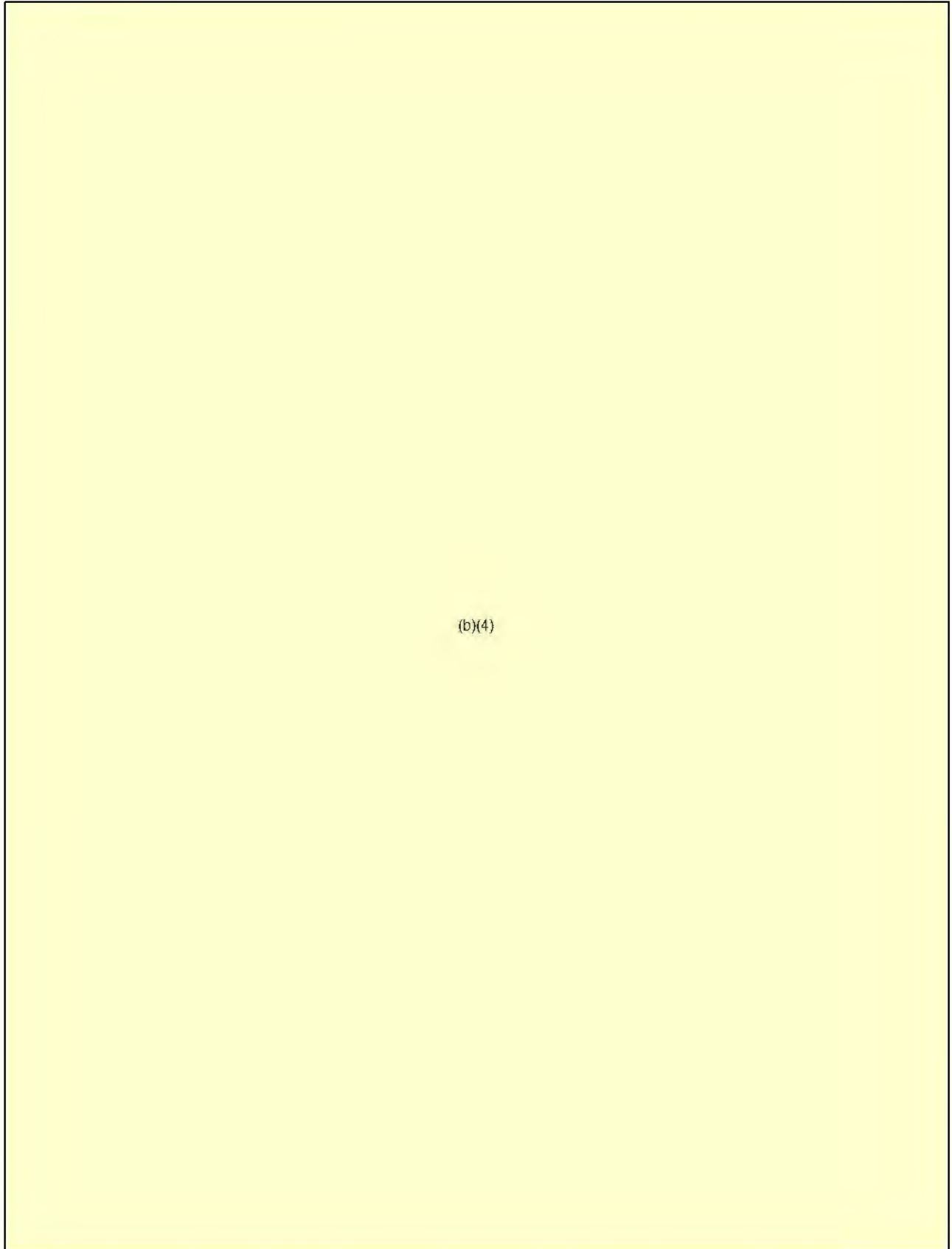
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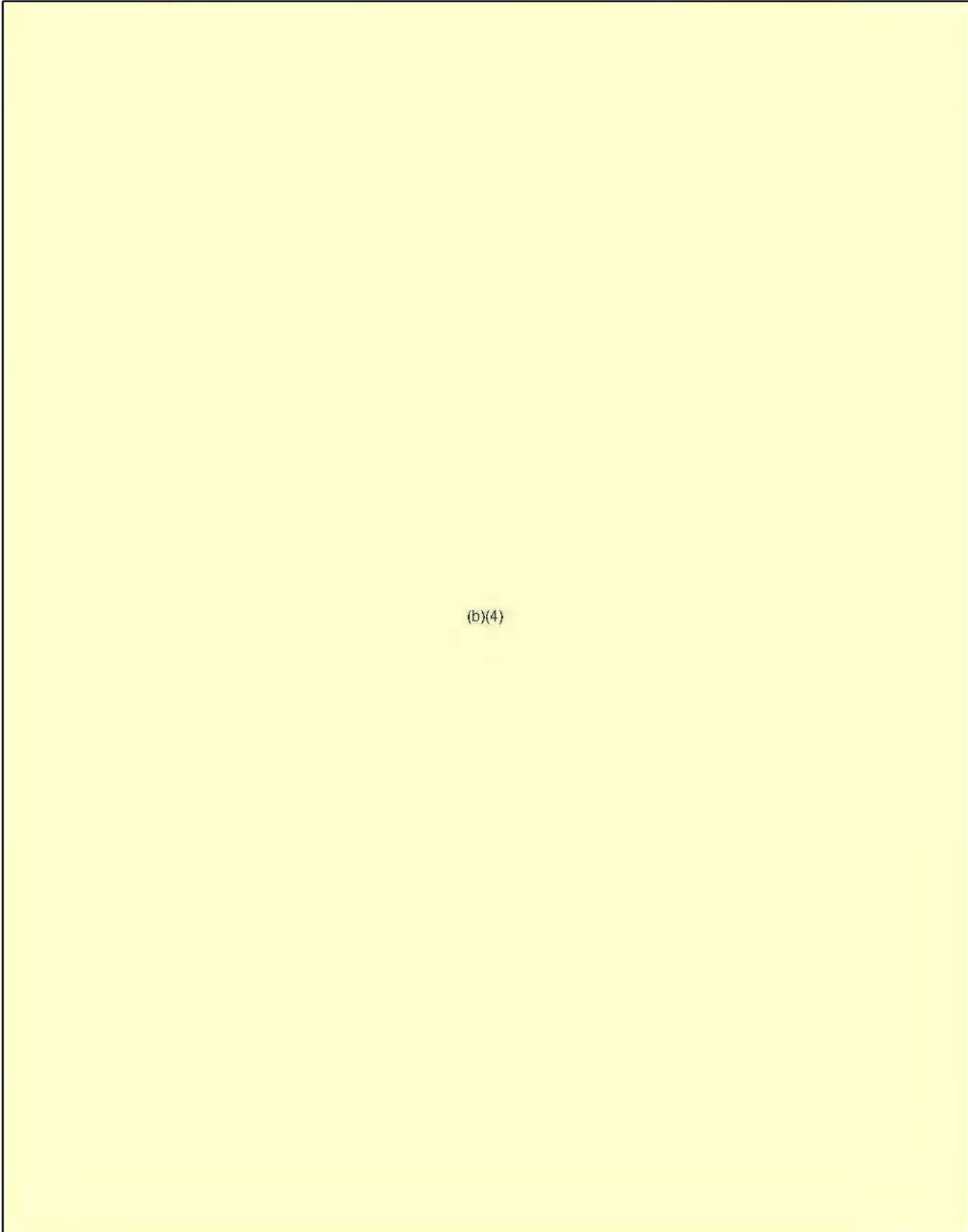
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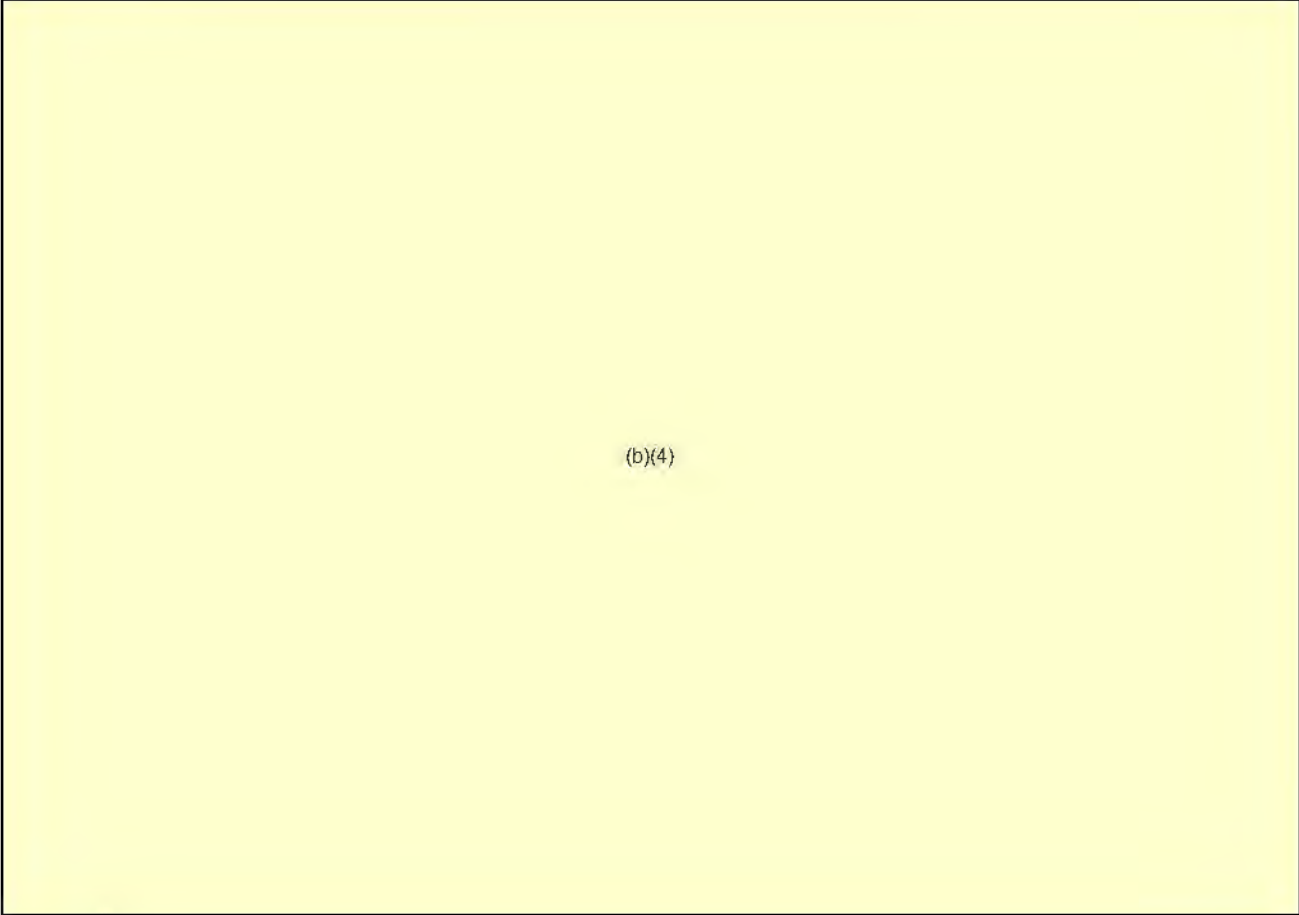
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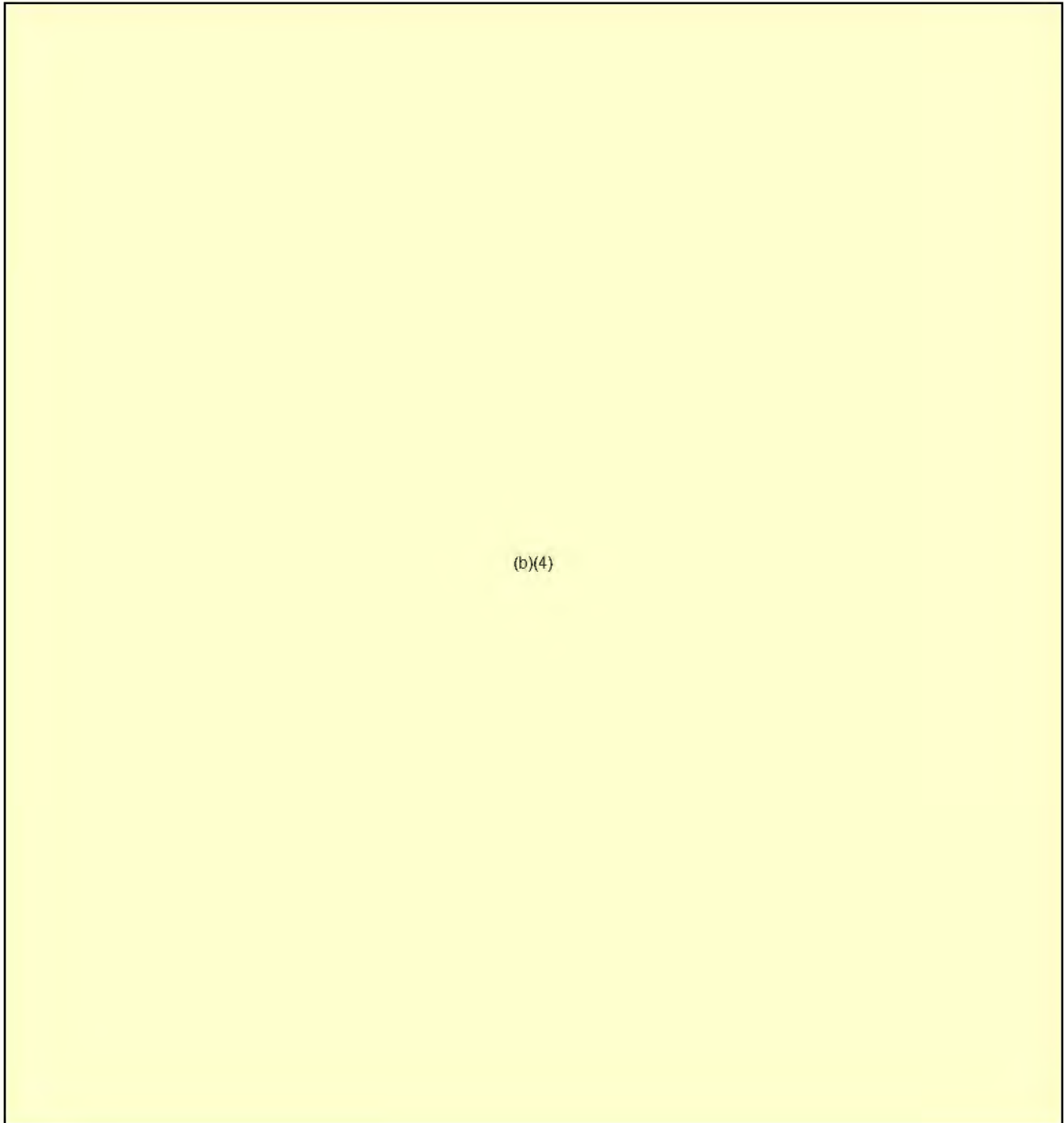


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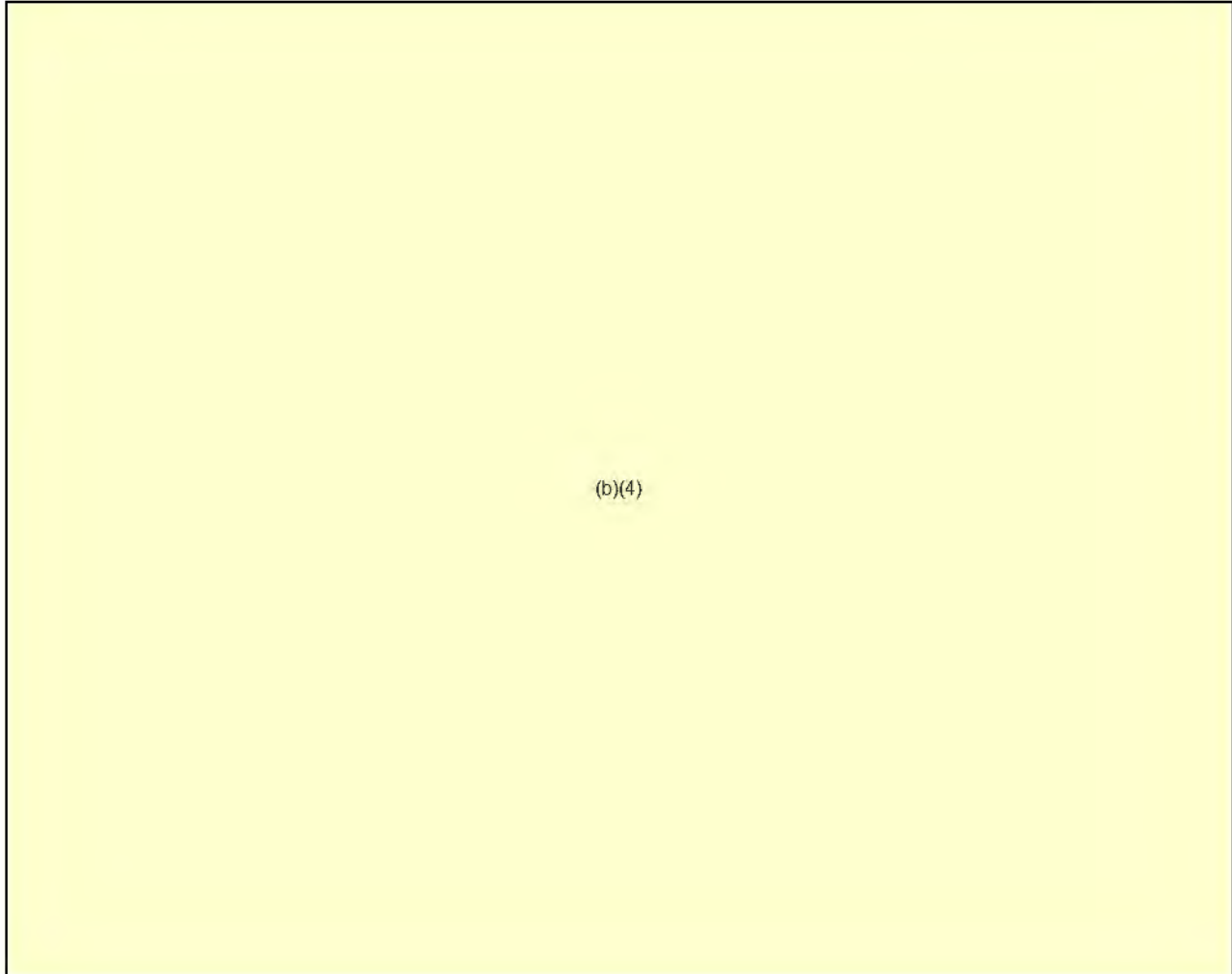


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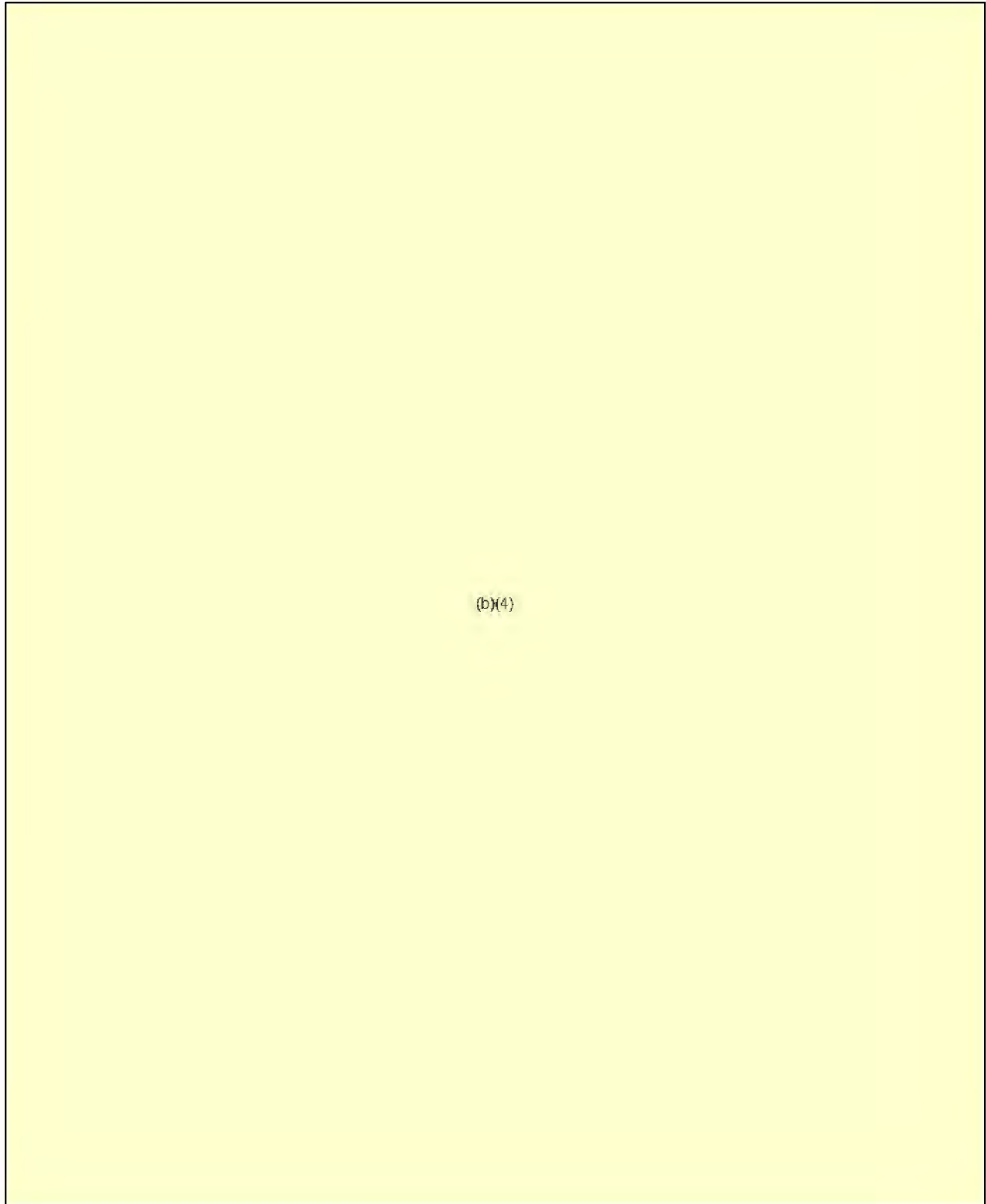
4.0 Key Personnel Resumes



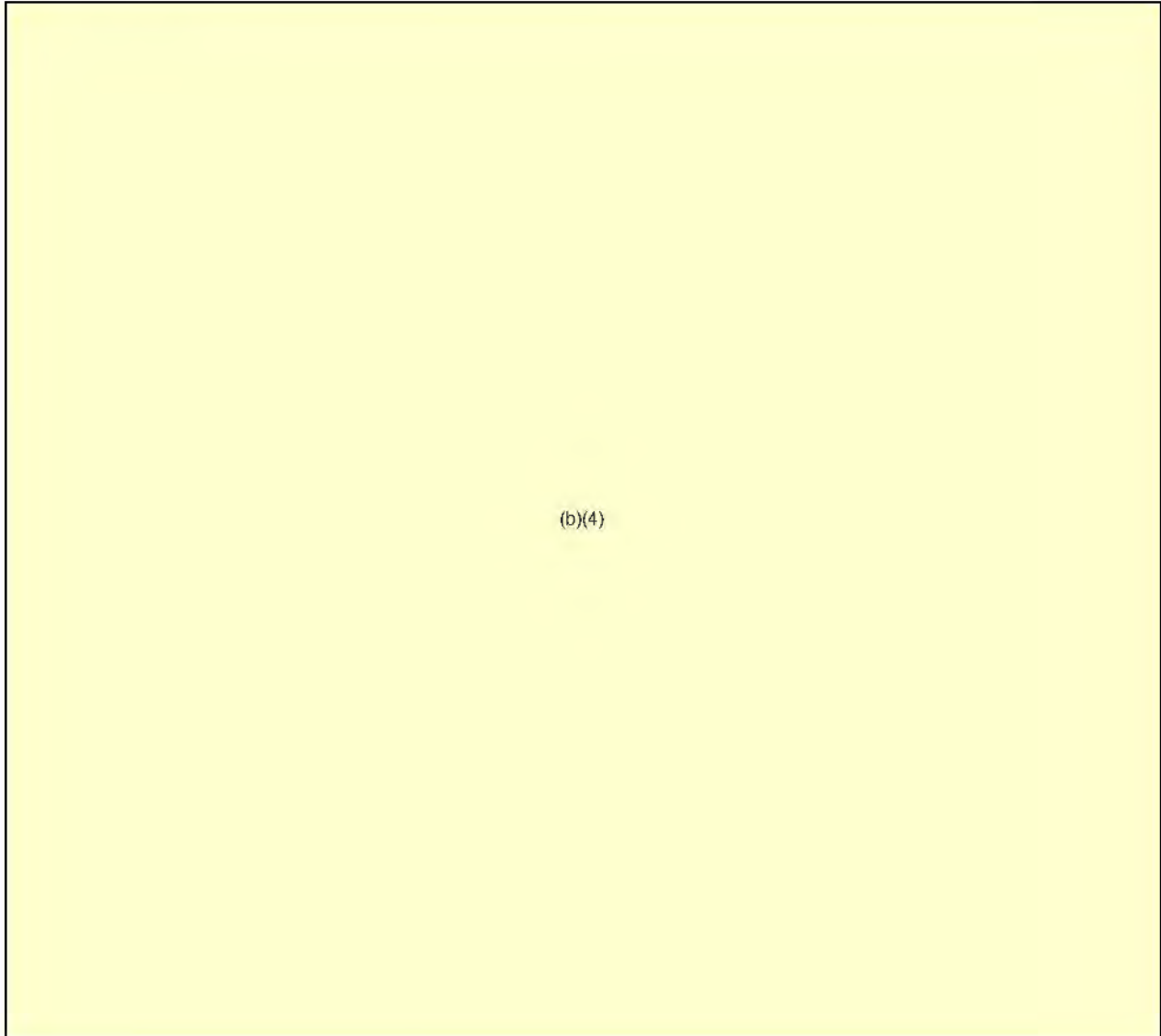
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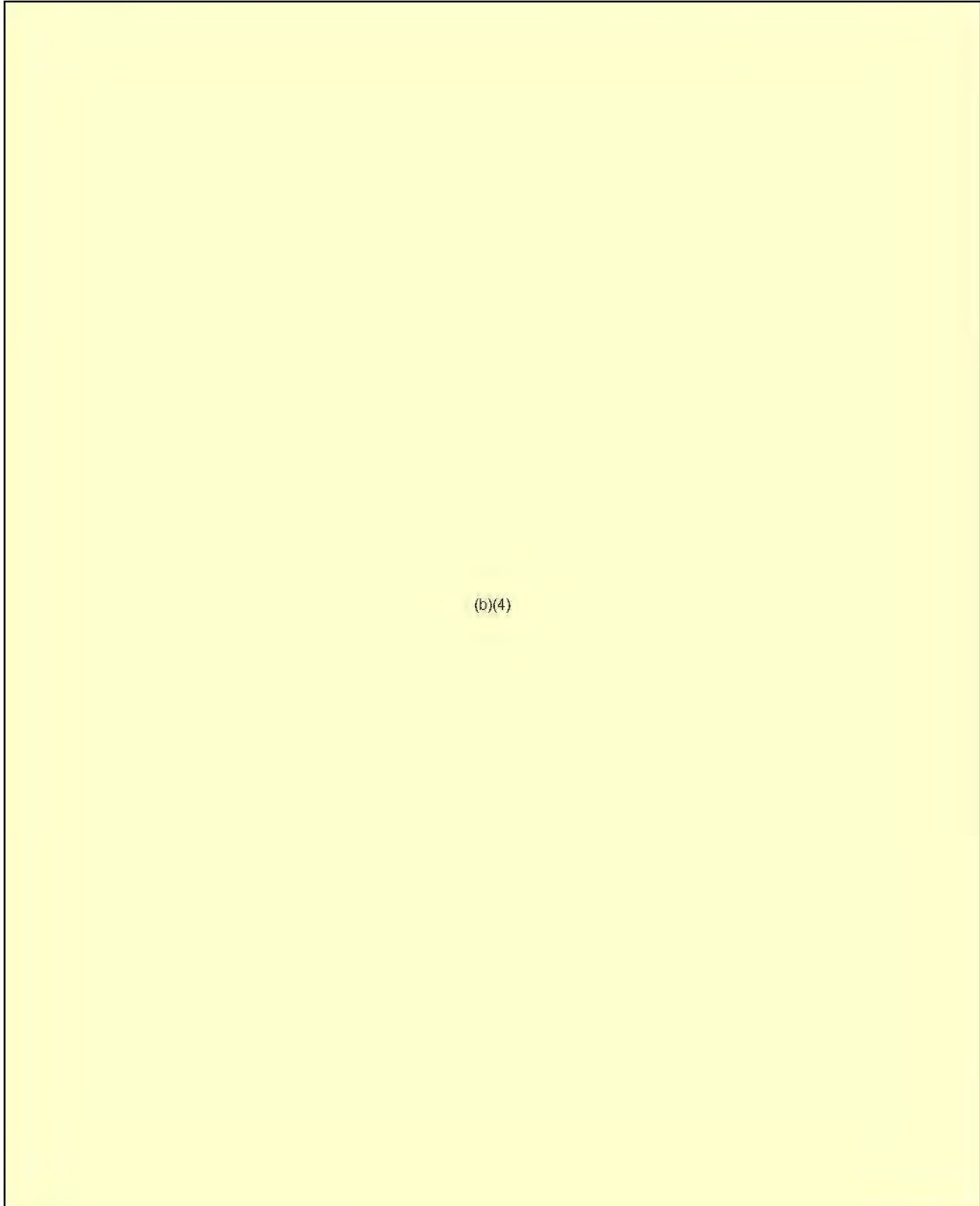
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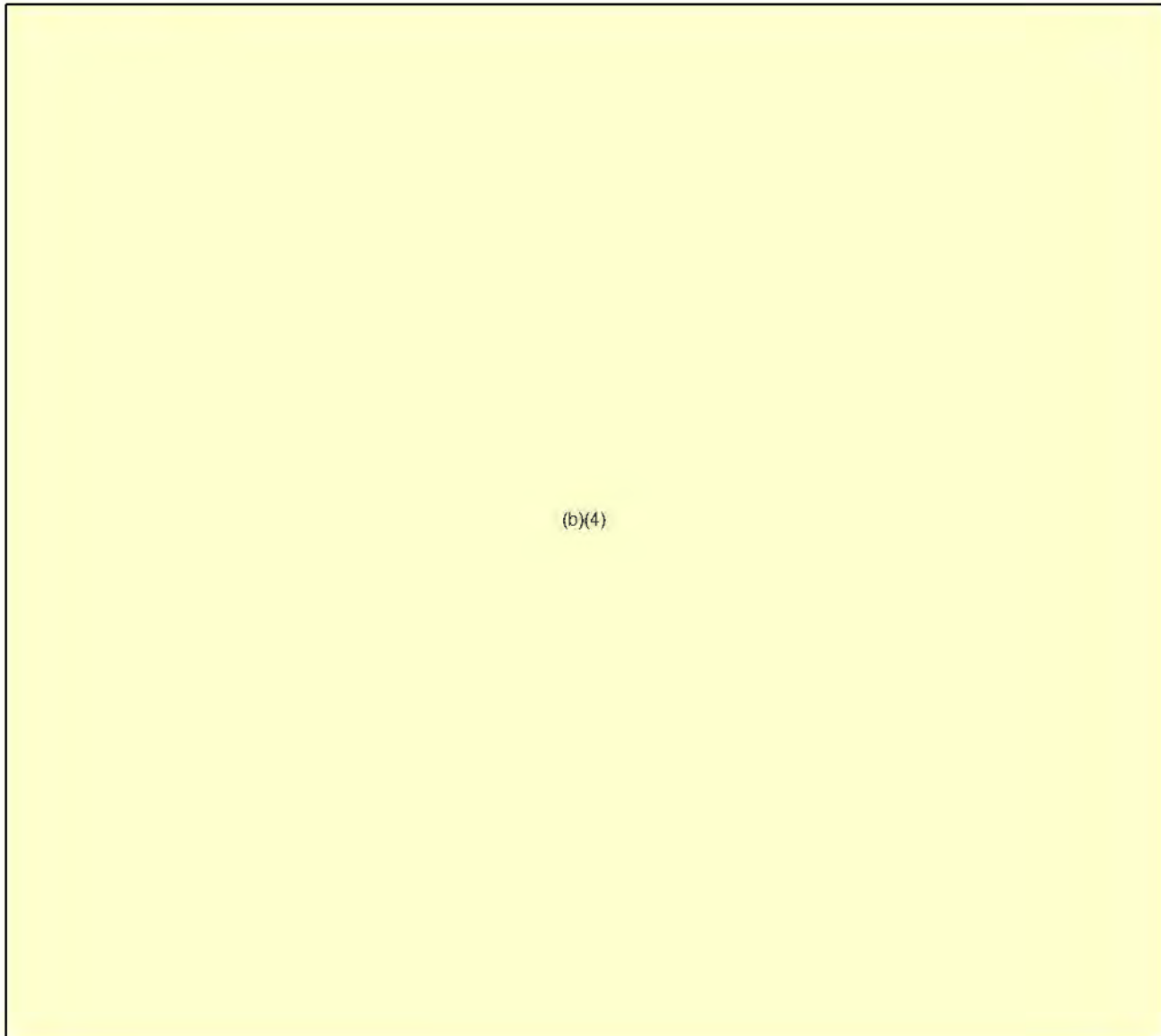
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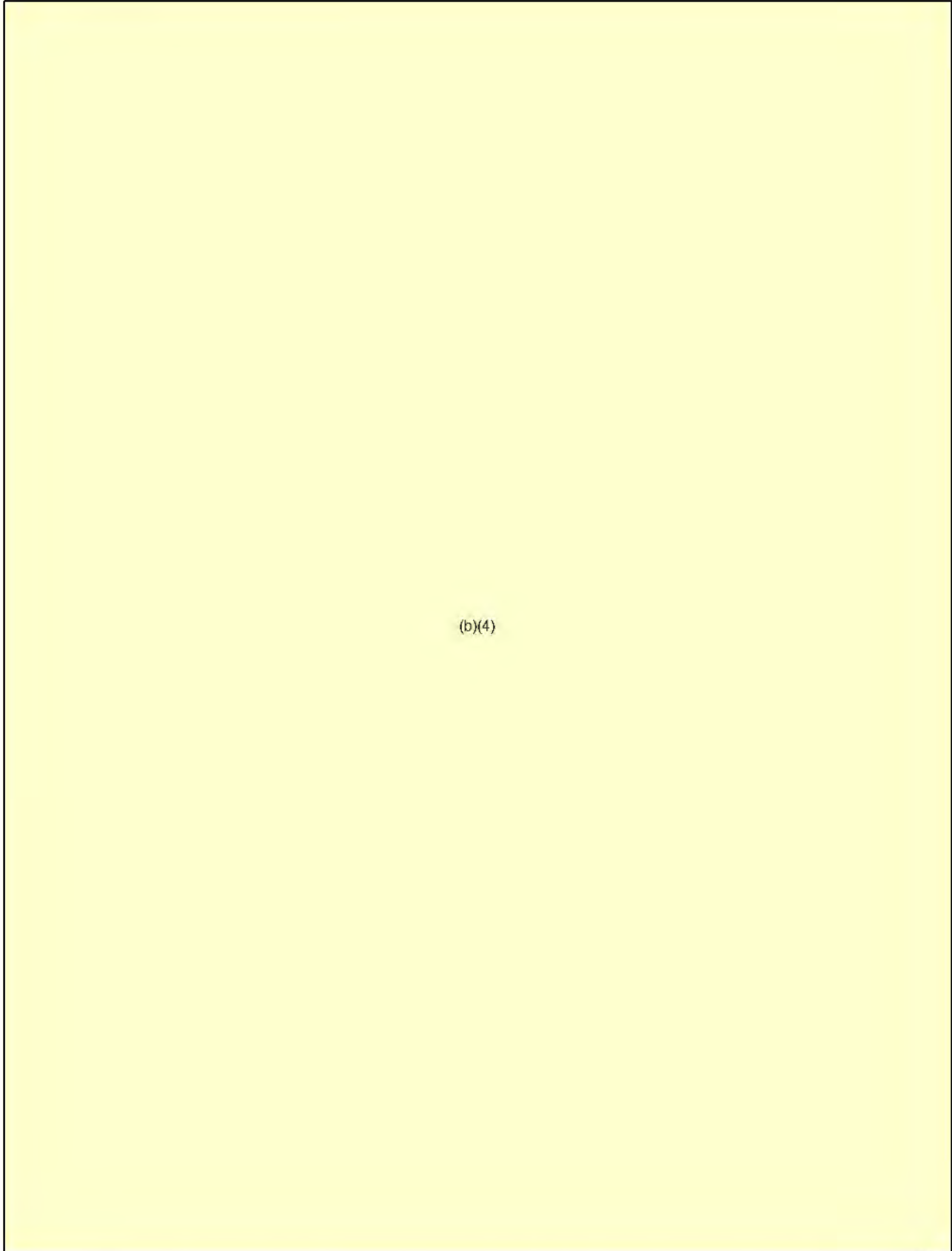
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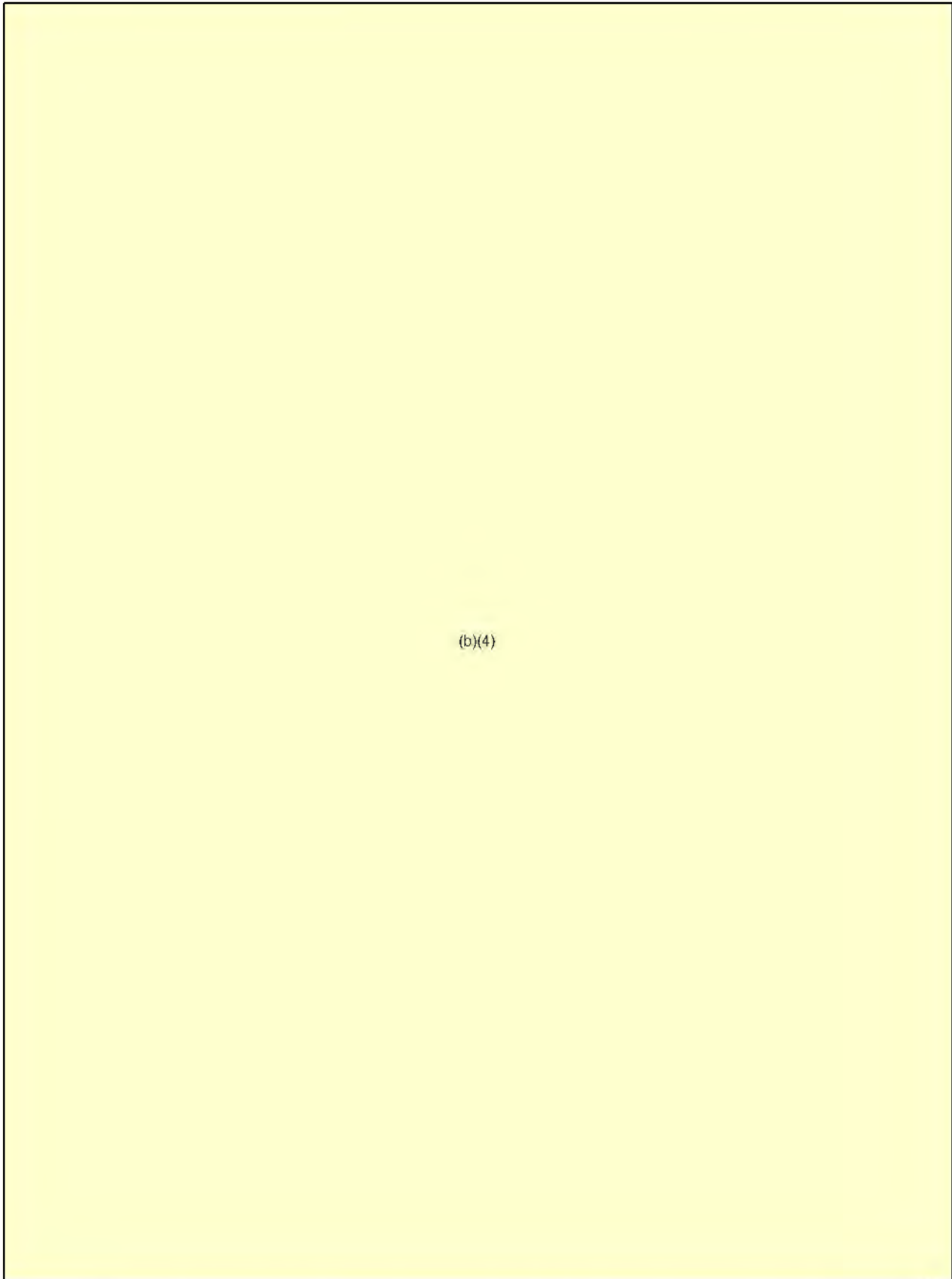


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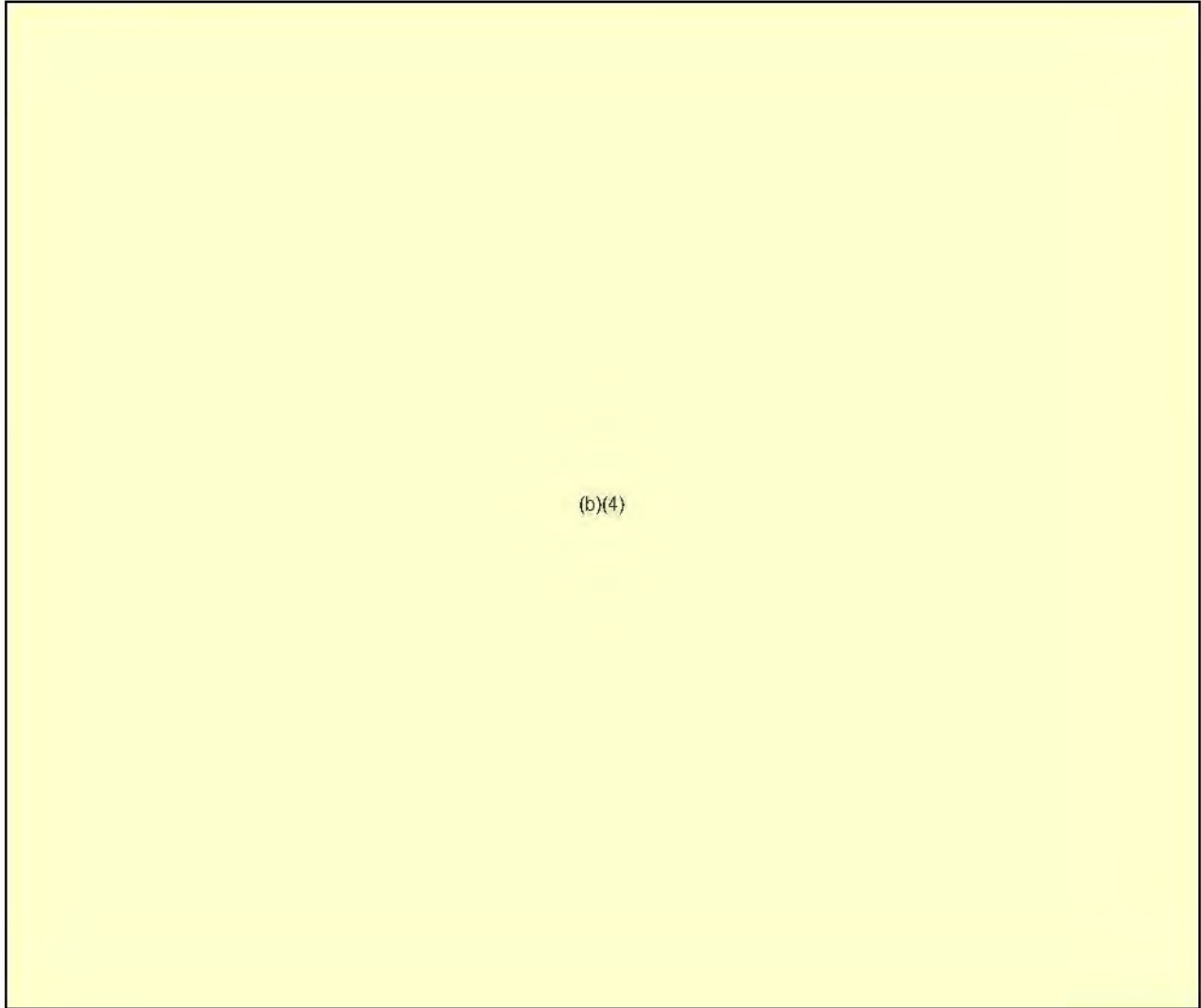


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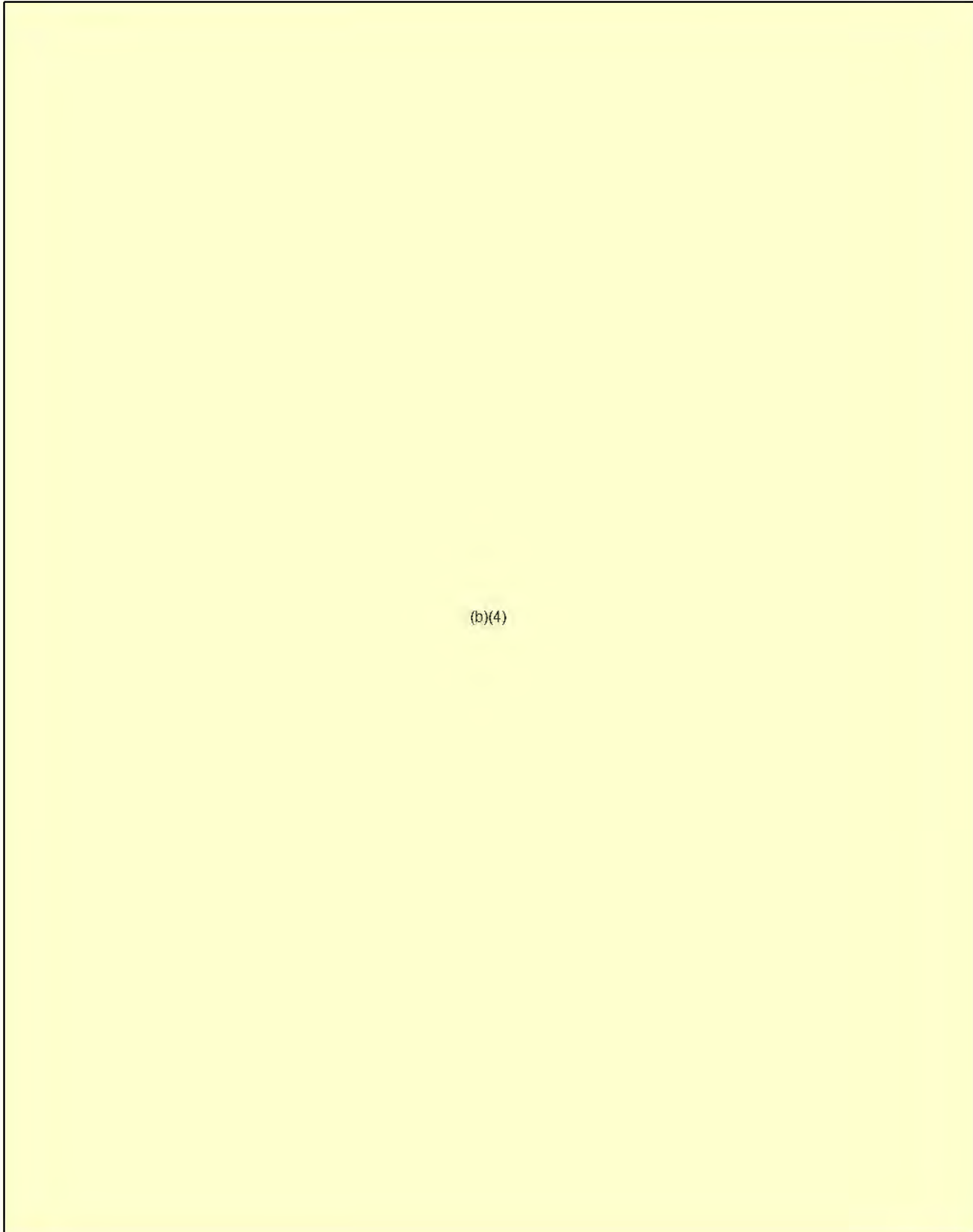
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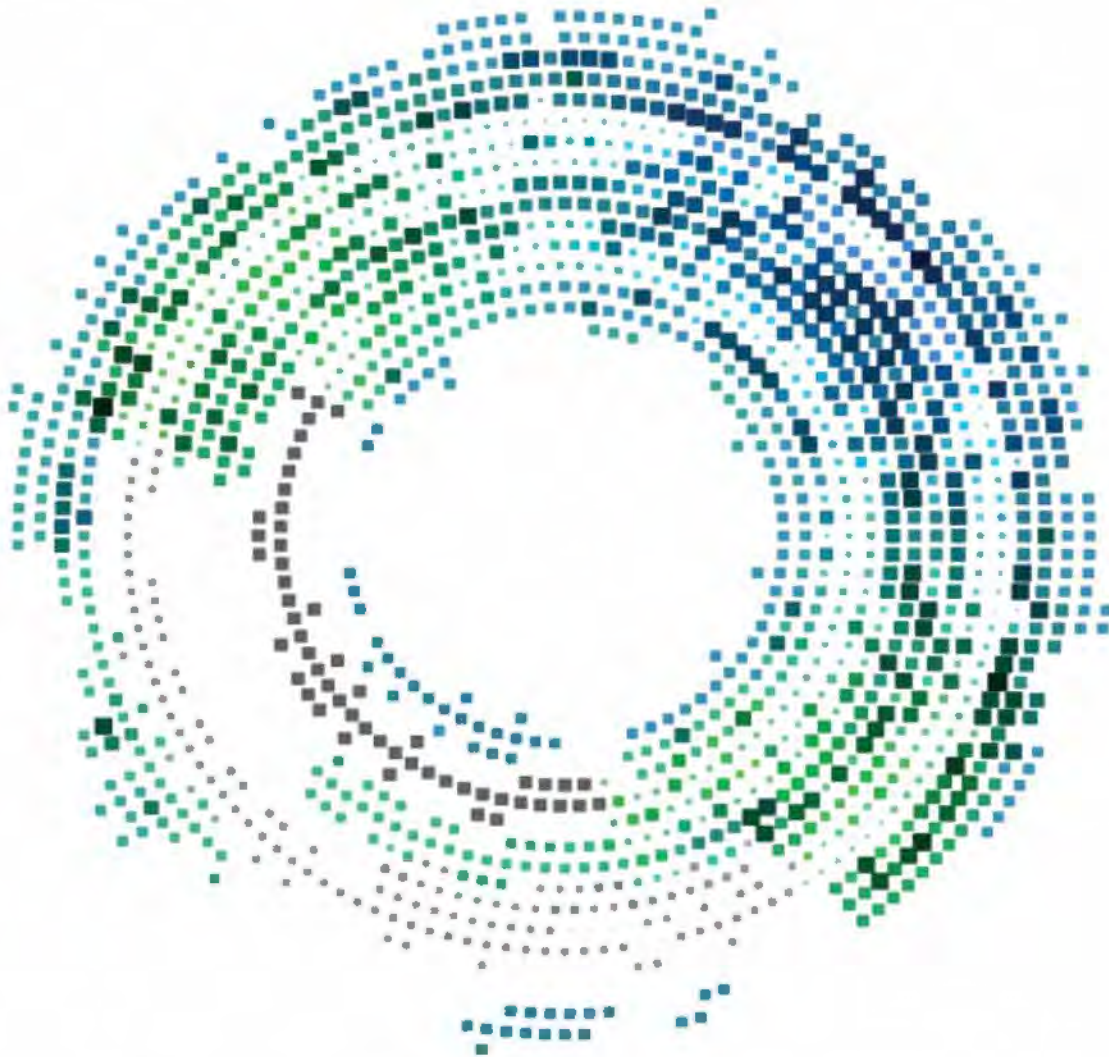
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Centers for Disease Control and Prevention (CDC)

CDC National Center for Immunization and Respiratory Diseases (NCIRD)

Immunization Services Division (ISD)

Immunization Information Systems Support Branch (IISB)

COVID-19 Vaccine Distribution and Administration Tracking

Request for Proposals (RFP): CDC RFP No. 75D301-20-R-67989

May 20, 2020

Submitted By: Deloitte Consulting LLP | 1919 North Lynn Street | Arlington, VA 22209

Phase I Volume I – Prior Demonstrated Experience

Centers for Disease Control and Prevention (CDC)

COVID-19 Vaccine Distribution and Administration Tracking

Request for Proposals (RFP): CDC RFP No. 75D301-20-R-67989

Phase I Volume I – Prior Demonstrated Experience

May 20, 2020

Submitted by:

Deloitte Consulting LLP

DUNS: 019121586

1919 North Lynn Street
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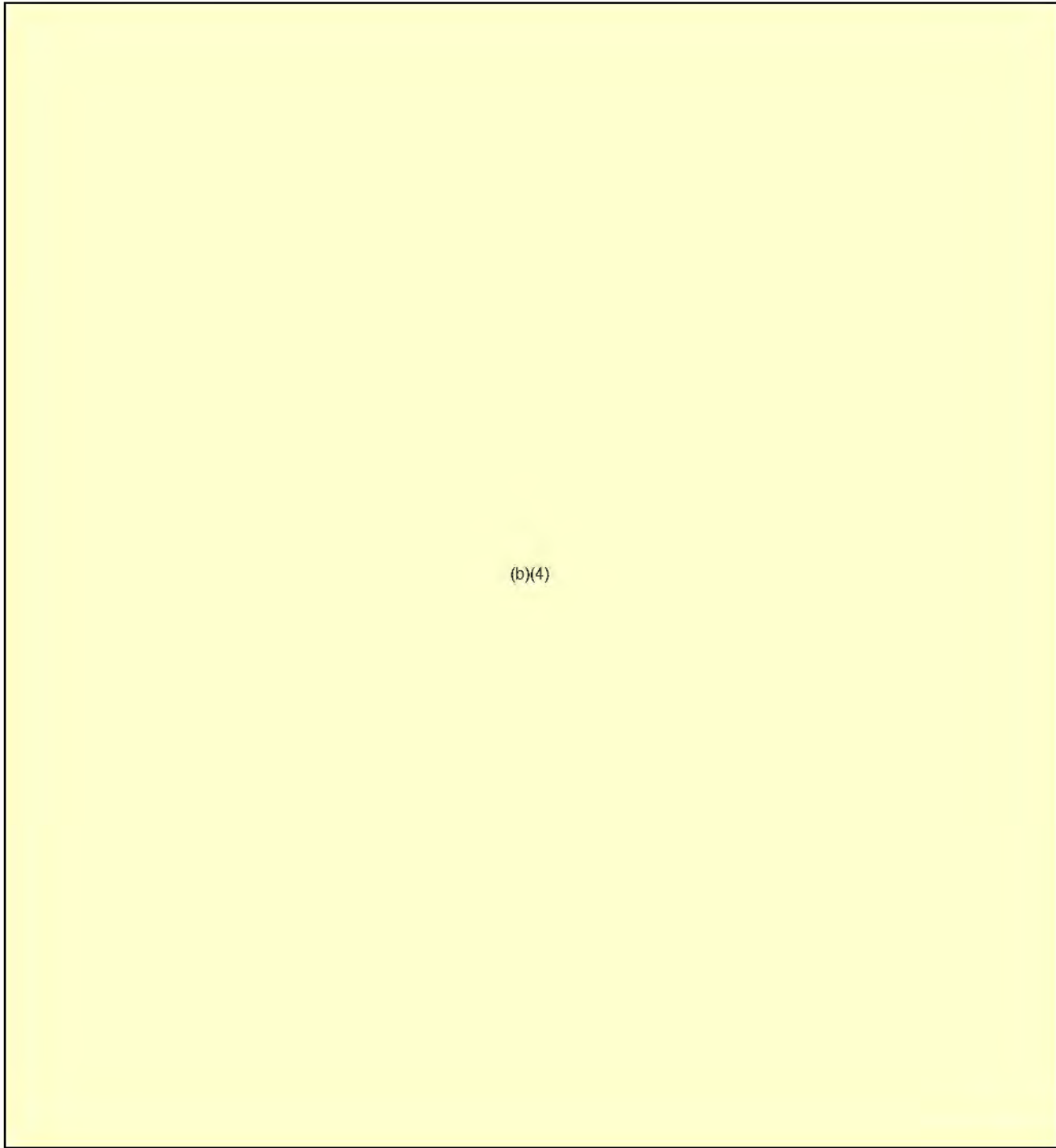
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Centers for Disease Control and Prevention (CDC)

National Center for Immunization and Respiratory Diseases (NCIRD)

Immunization Services Division (ISD)

Immunization Information Systems Support Branch (IISB)

COVID-19 Vaccine Distribution and Administration Tracking

Request for Proposals (RFP): CDC RFP No. 75D301-20-R-67989

May 26, 2020

Phase II Volume II – Prior Demonstrated Experience

Submitted By: Deloitte Consulting LLP | 1919 North Lynn Street | Arlington, VA 22209



Centers for Disease Control and Prevention (CDC)

CDC National Center for Immunization and Respiratory Diseases (NCIRD) COVID-19 Vaccine Distribution and Administration Tracking

Request for Proposal (RFP): 75D301-20-R-67989

PHASE II Volume II – Price Proposal

May 26, 2020

Submitted by:

Deloitte Consulting LLP

DUNS: 019121586

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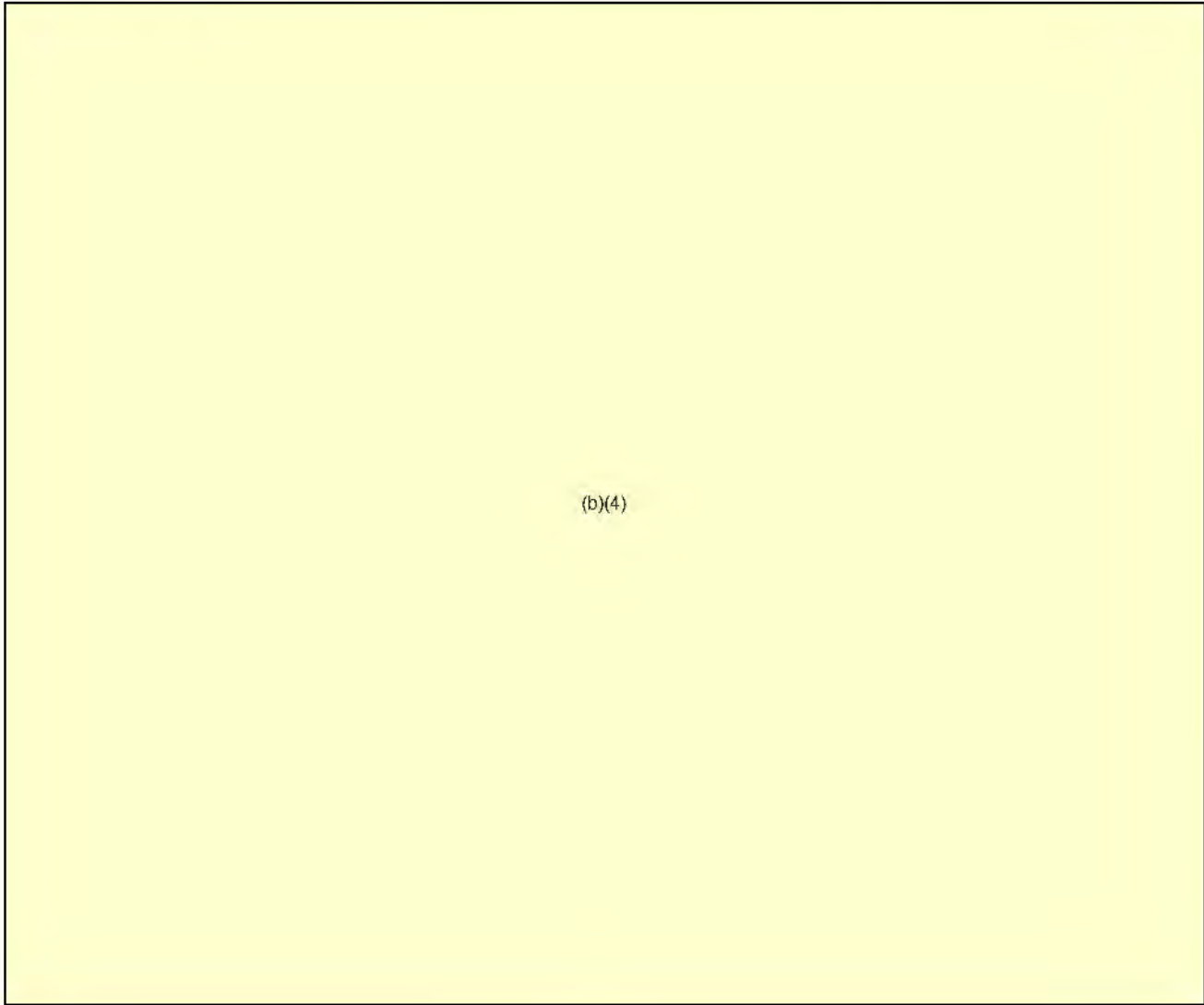
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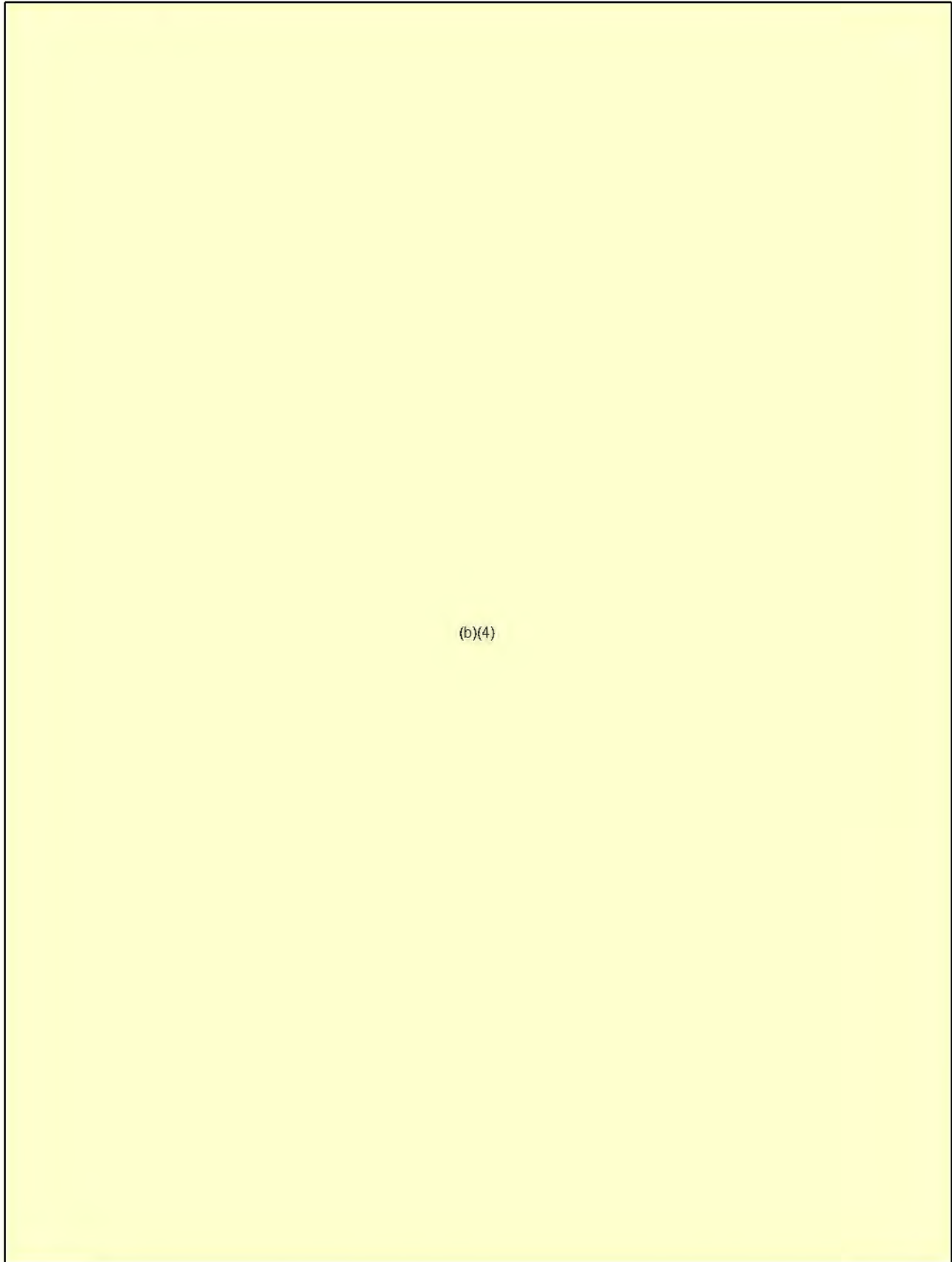
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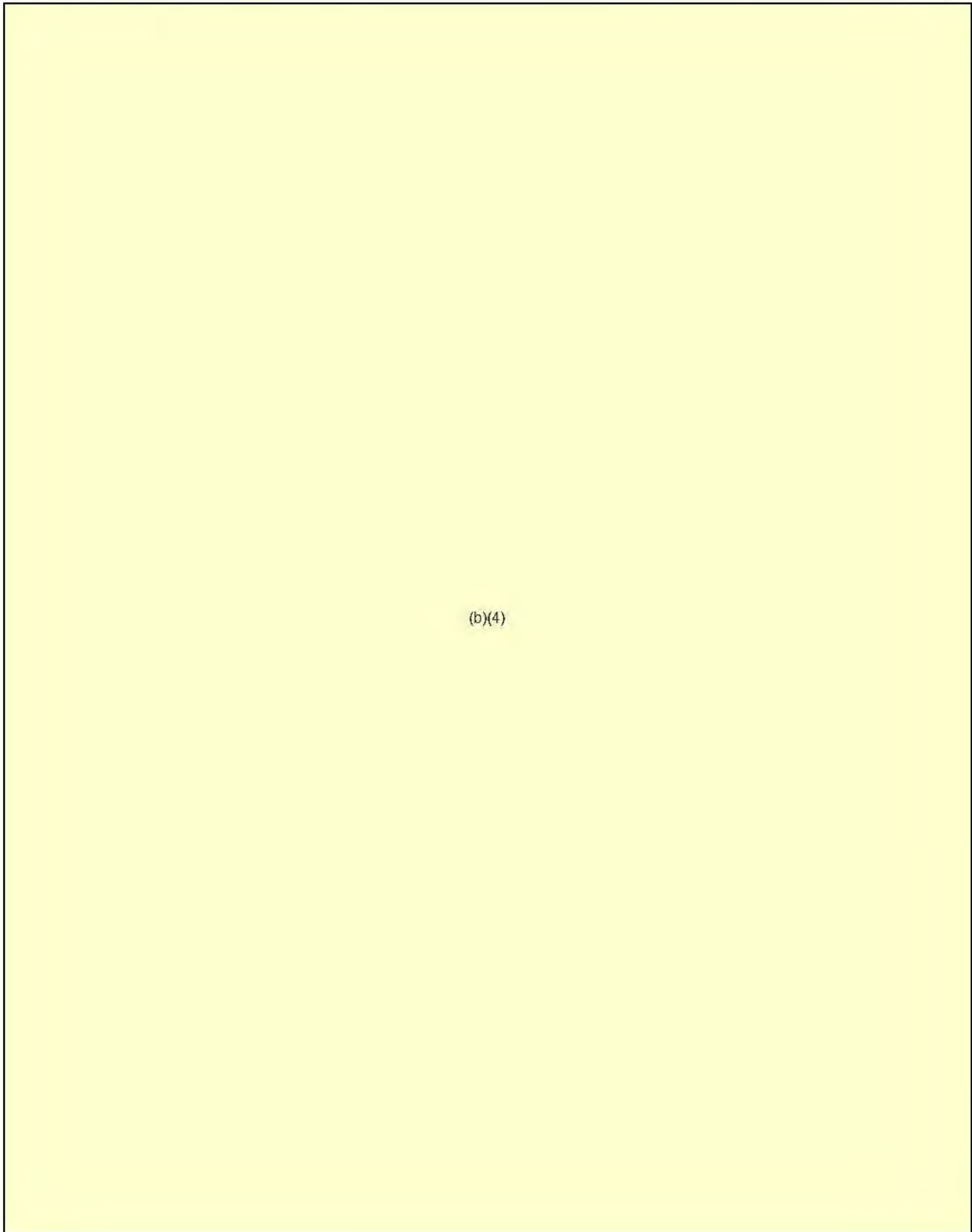
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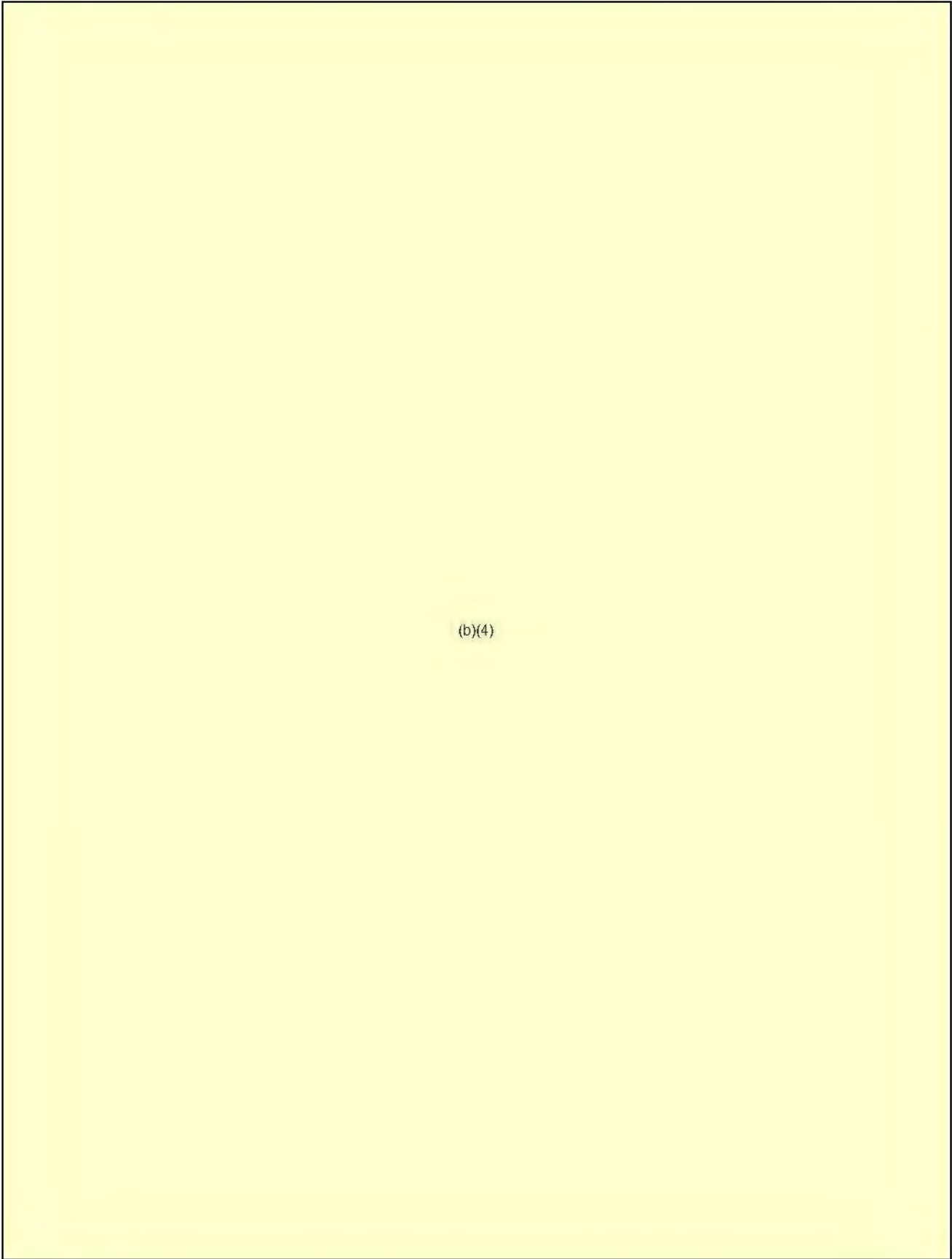
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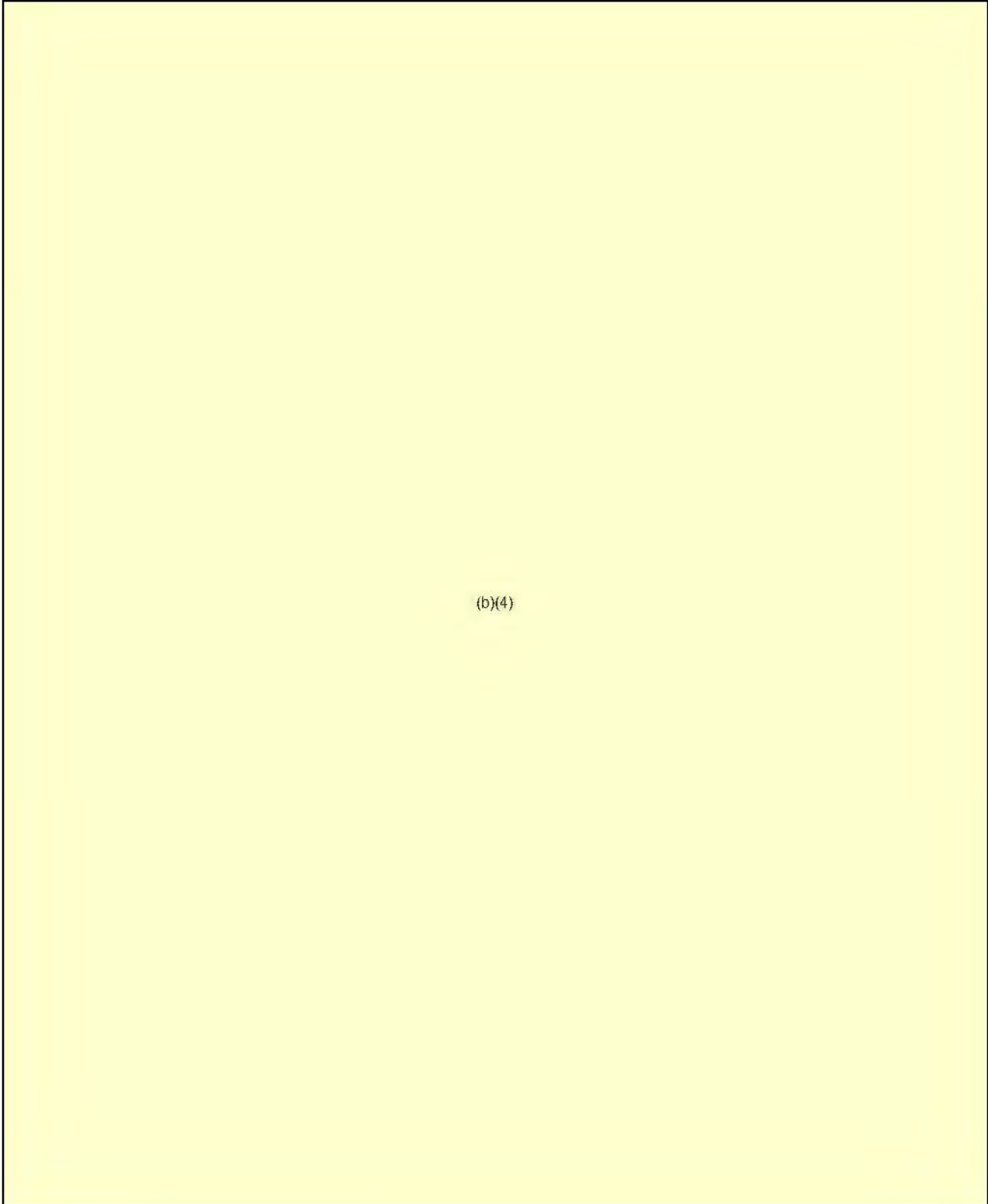
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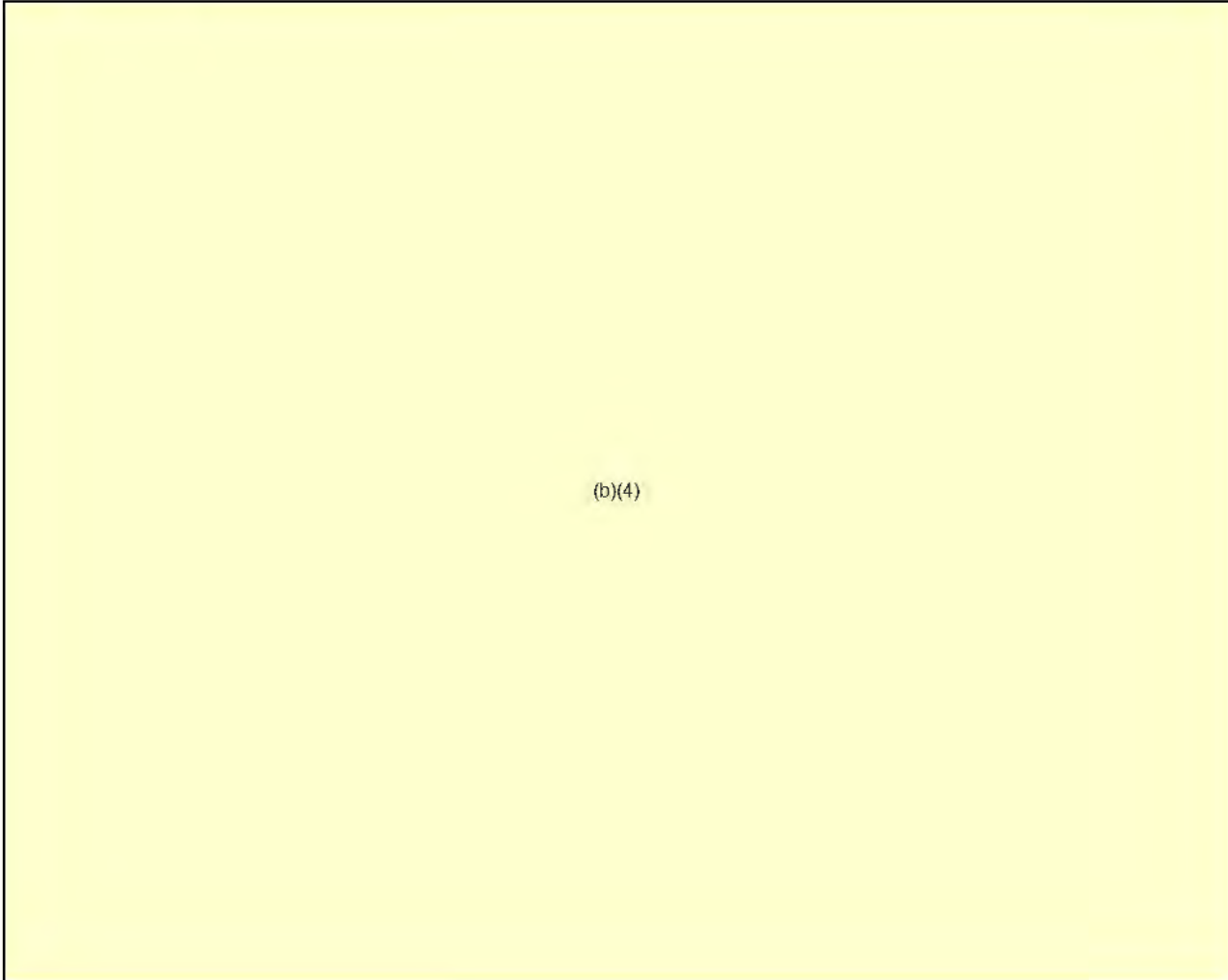


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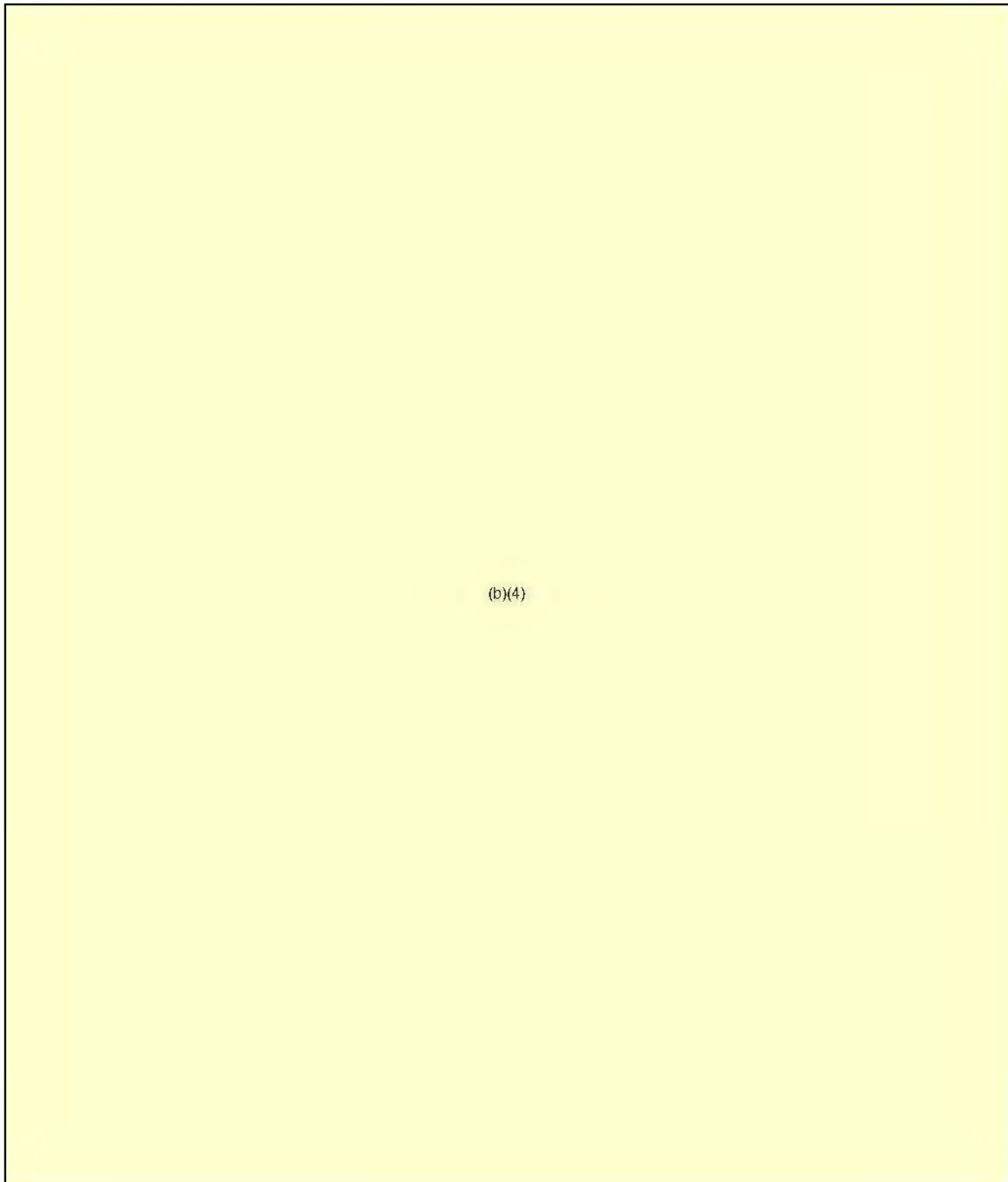


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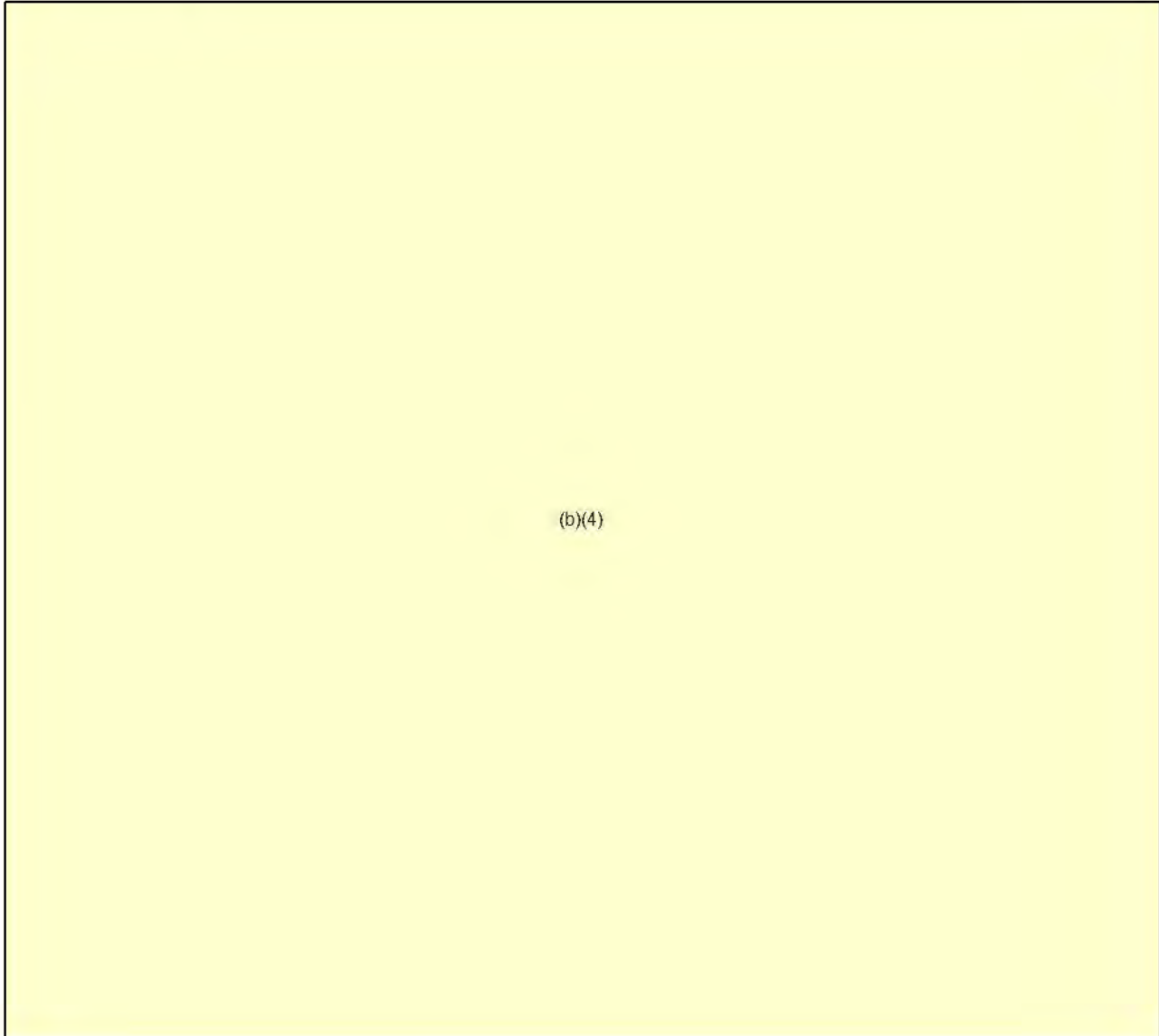
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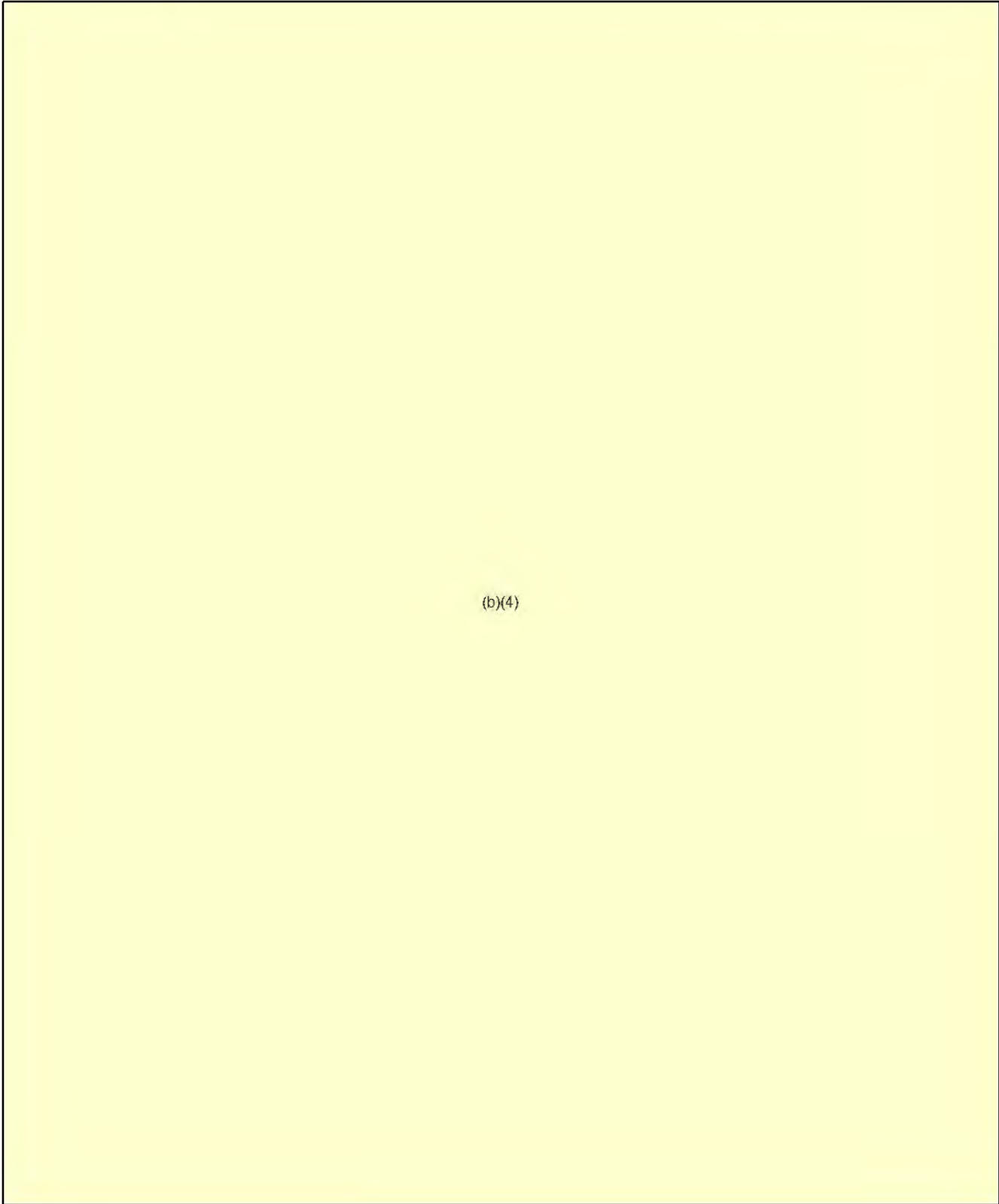
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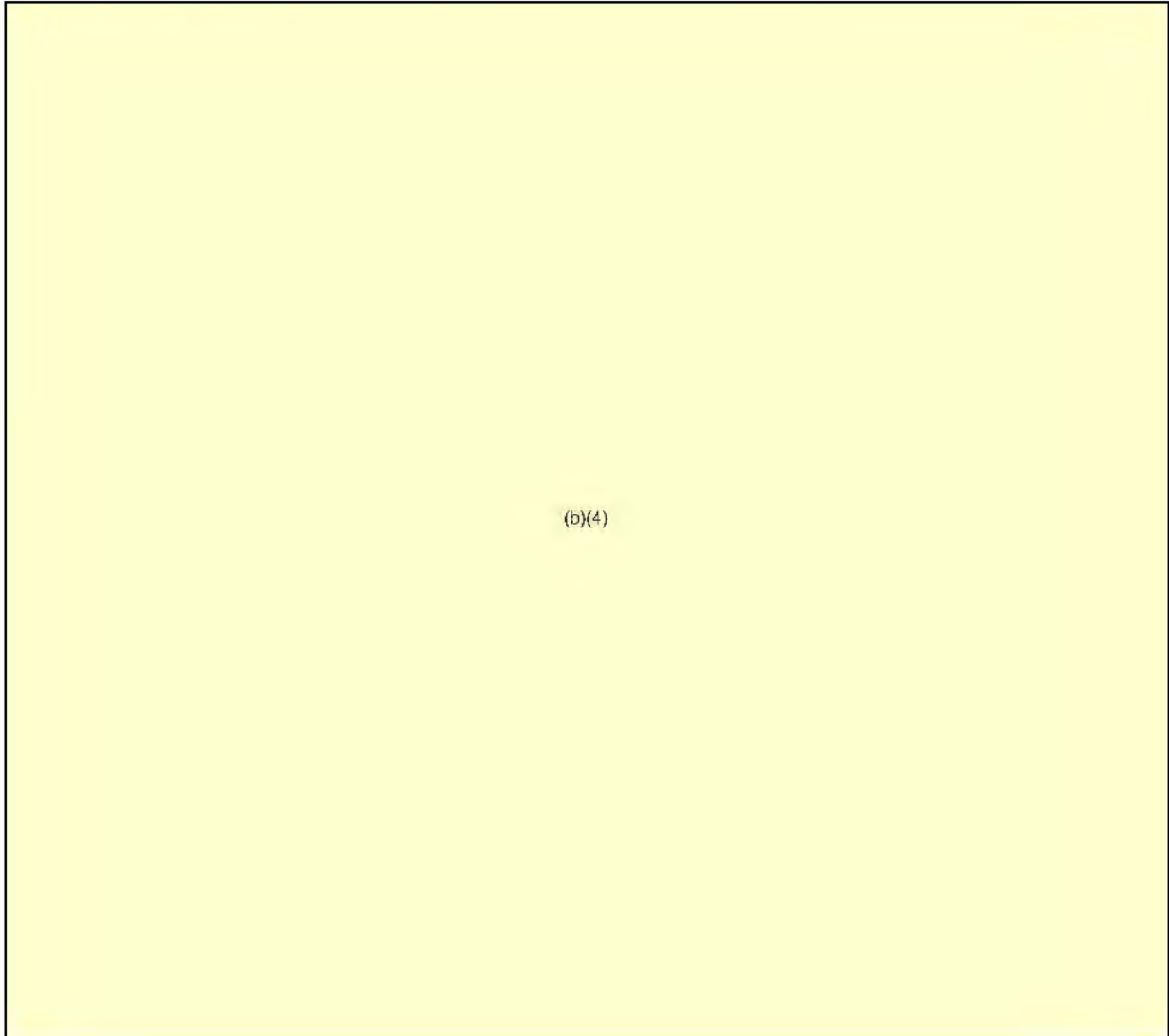
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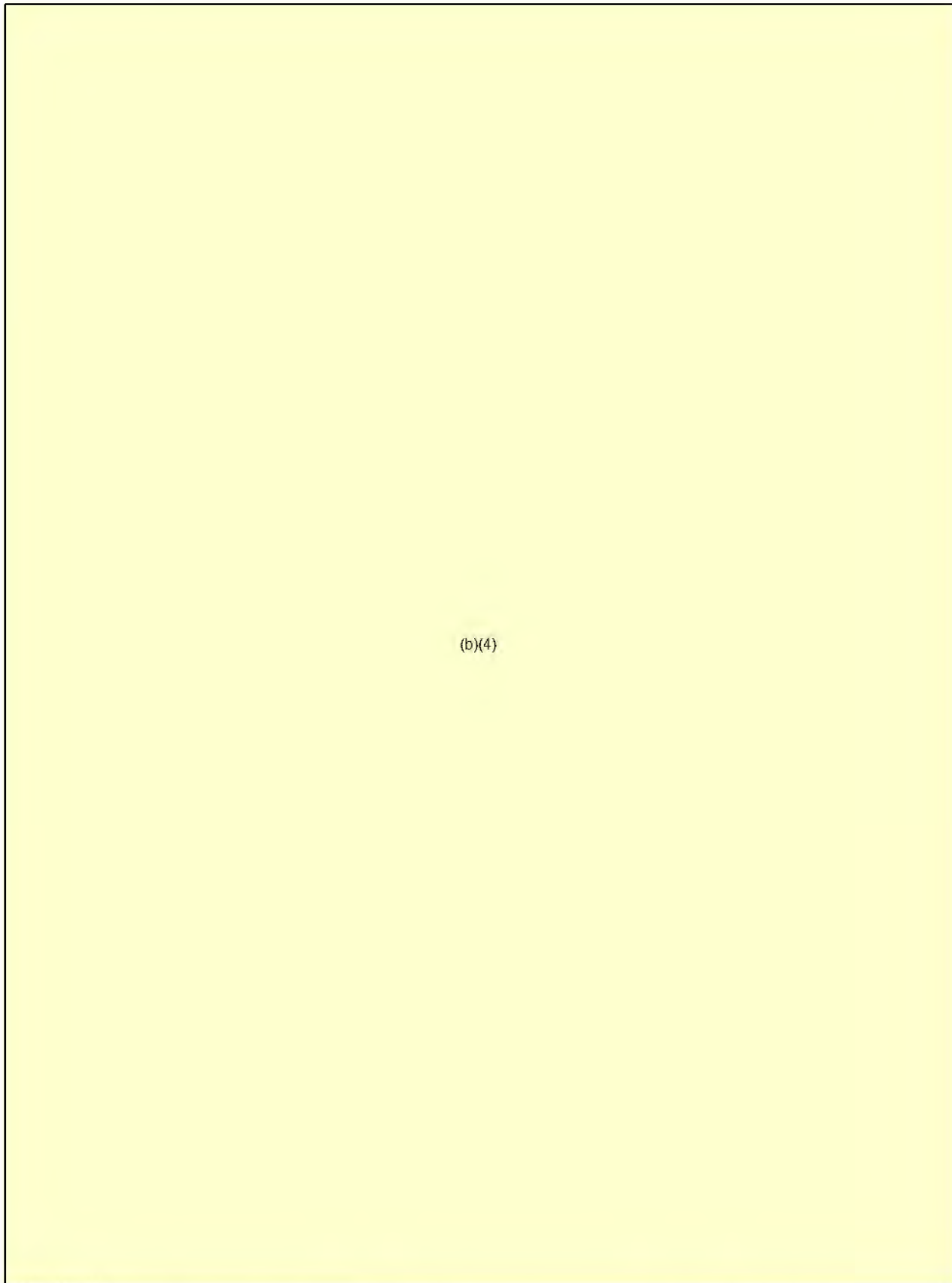
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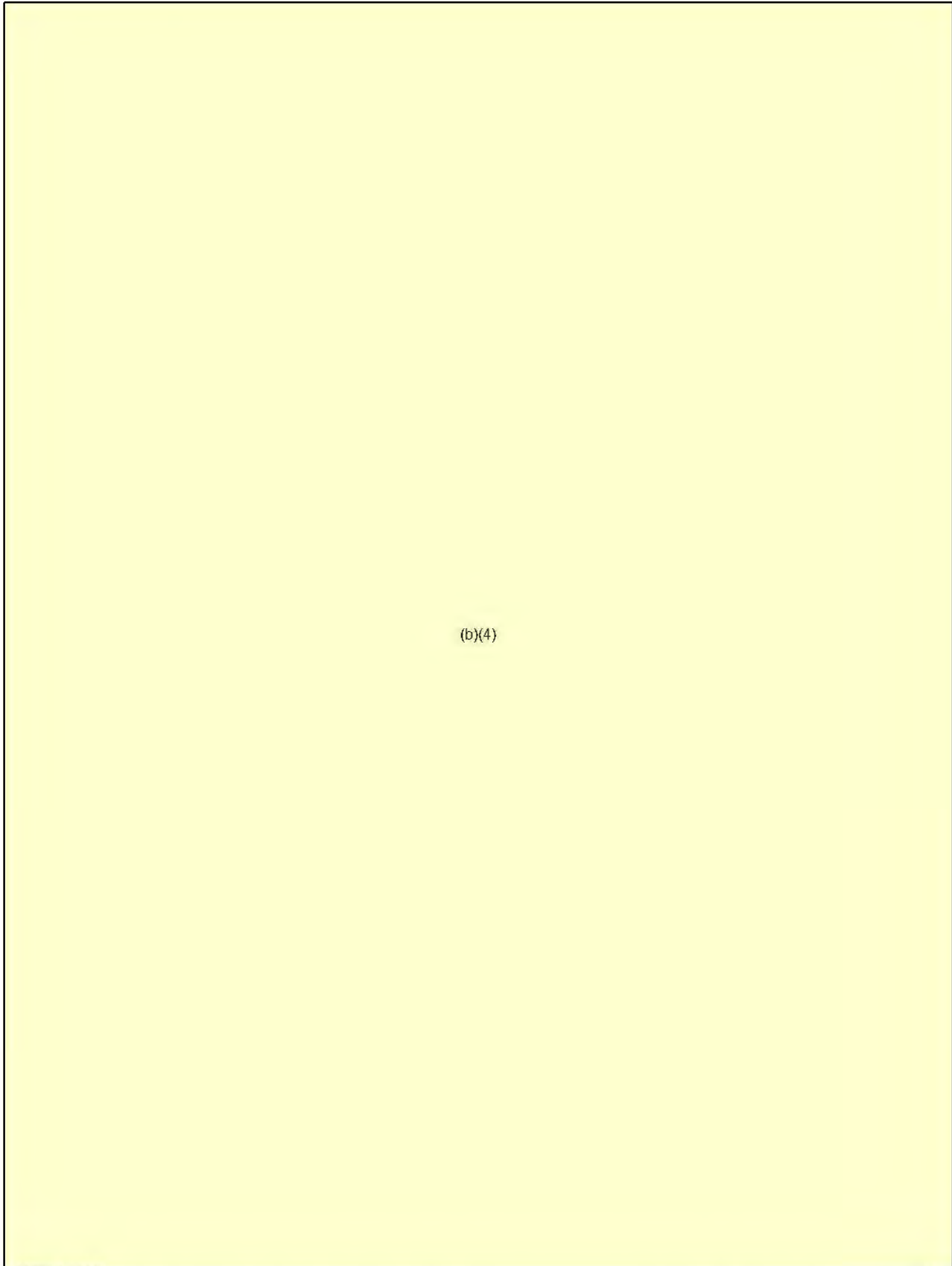


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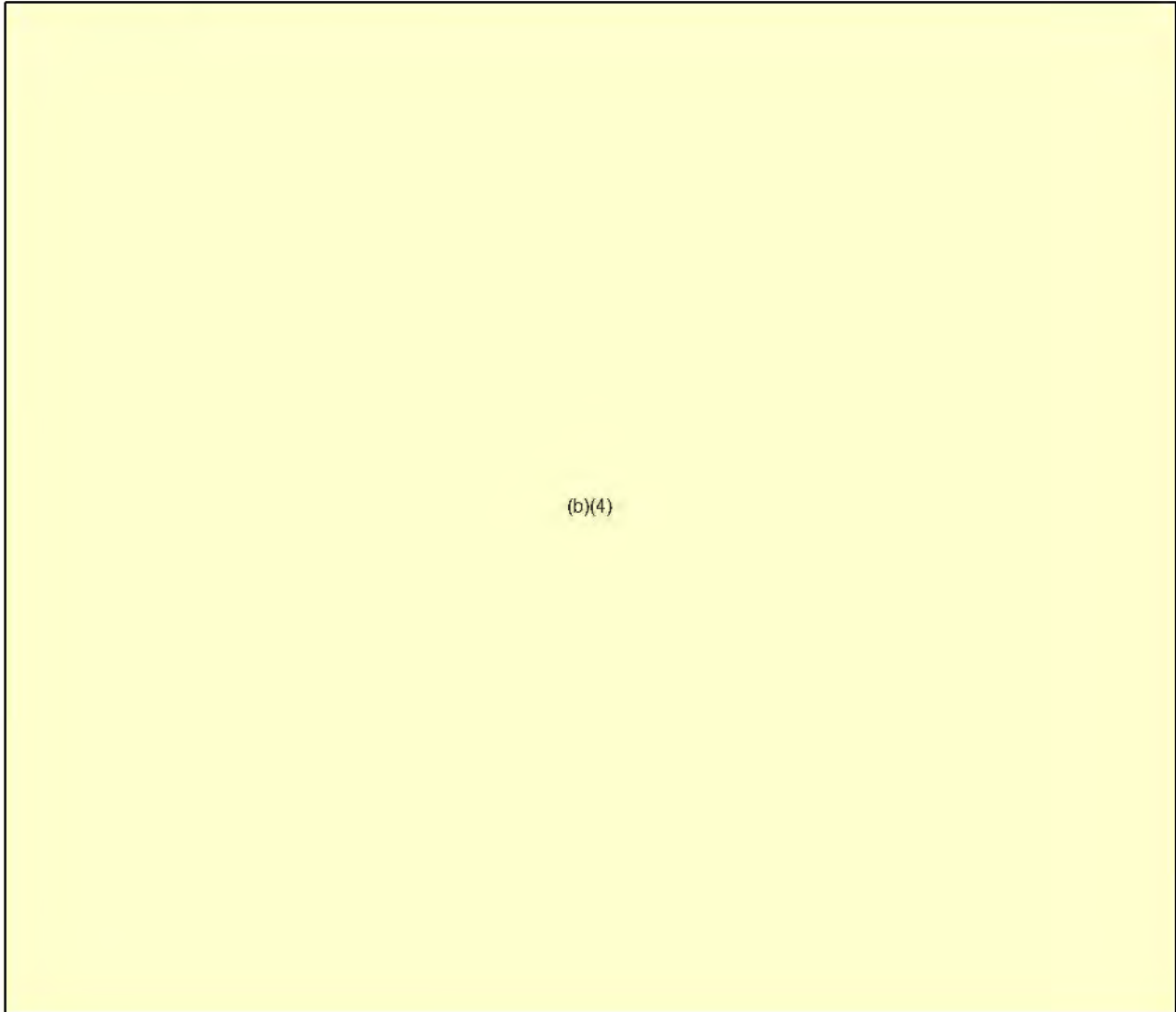


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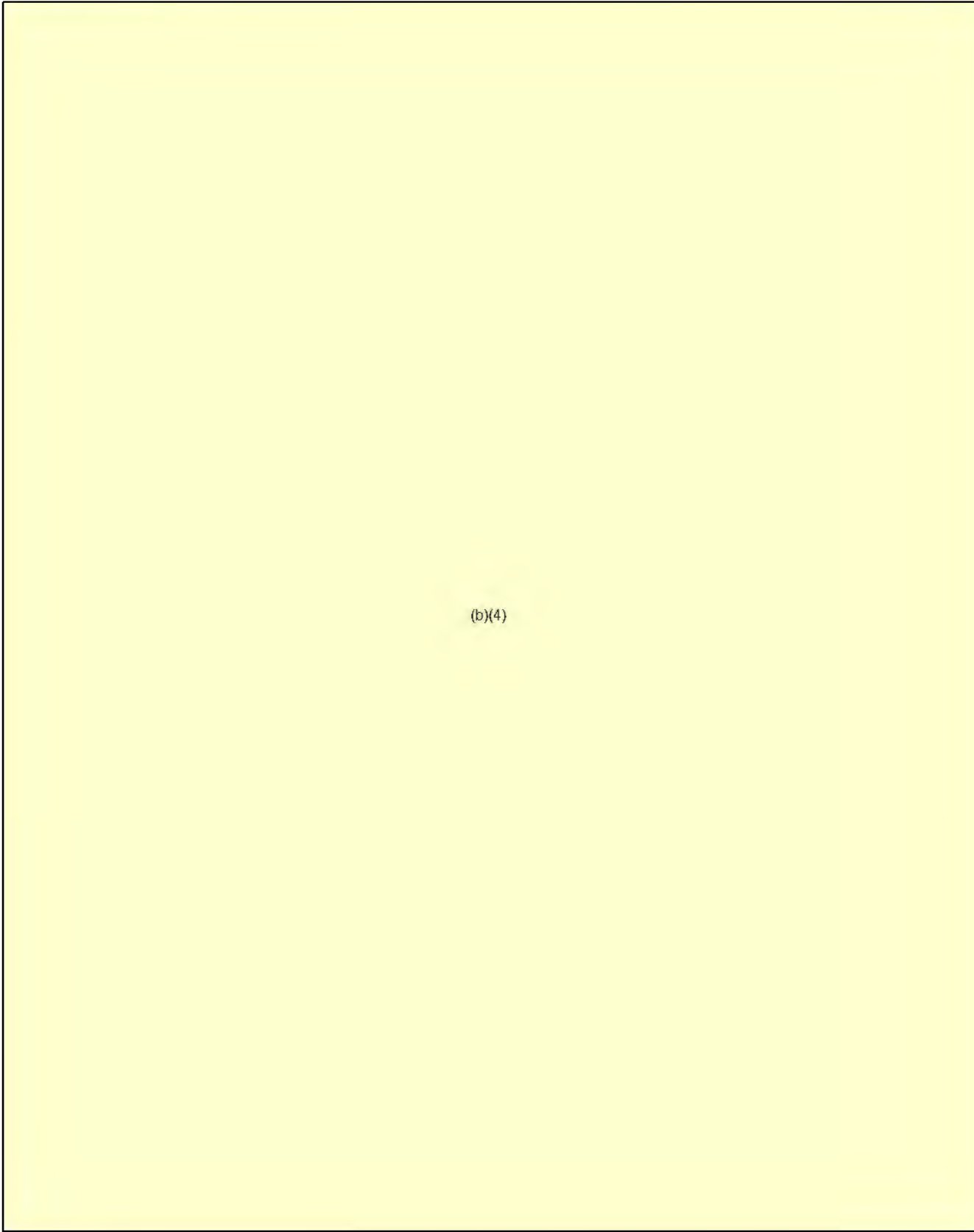
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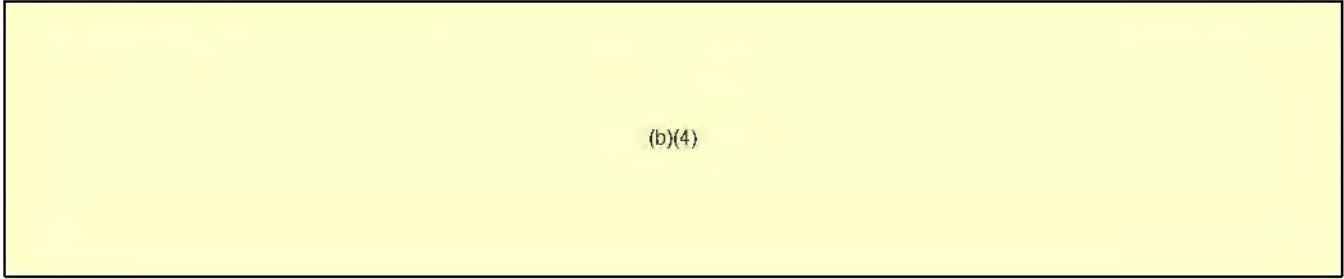
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Immunization Information Systems Support Branch (IISB)

COVID-19 Vaccine Distribution and Administration Tracking

Request for Proposals (RFP): CDC RFP No. 75D301-20-R-67989

May 21, 2020 (updated May 22, 2020)

Phase II Volume II – Price Proposal

Submitted By: Deloitte Consulting LLP | 1919 North Lynn Street | Arlington, VA 22209



**Immunization Information Systems Support Branch (IISB)
COVID-19 Vaccine Distribution and Administration Tracking**

Request for Proposal (RFP): 75D301-20-R-67989

PHASE II Volume II – Price Proposal

Submitted by:

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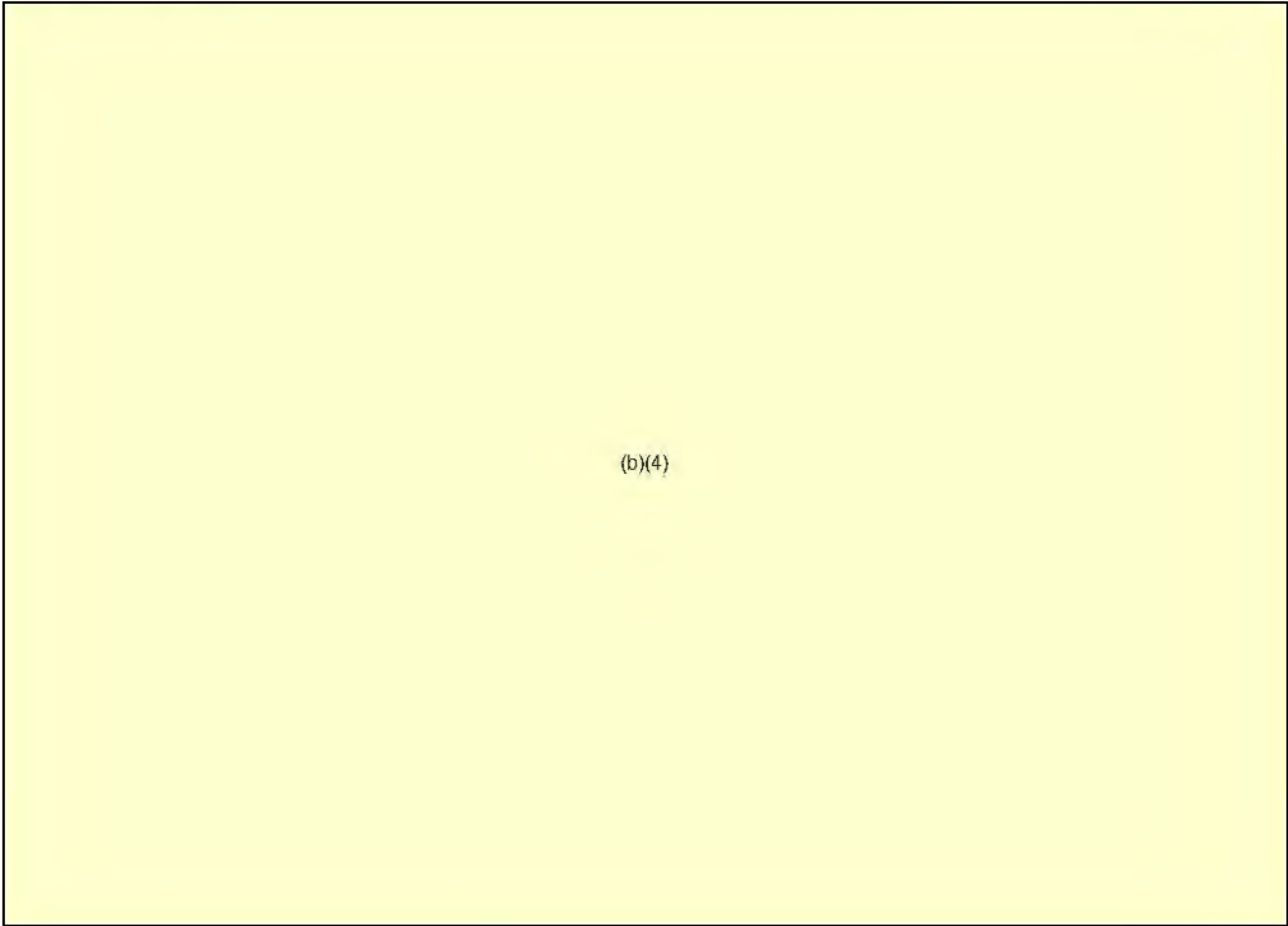
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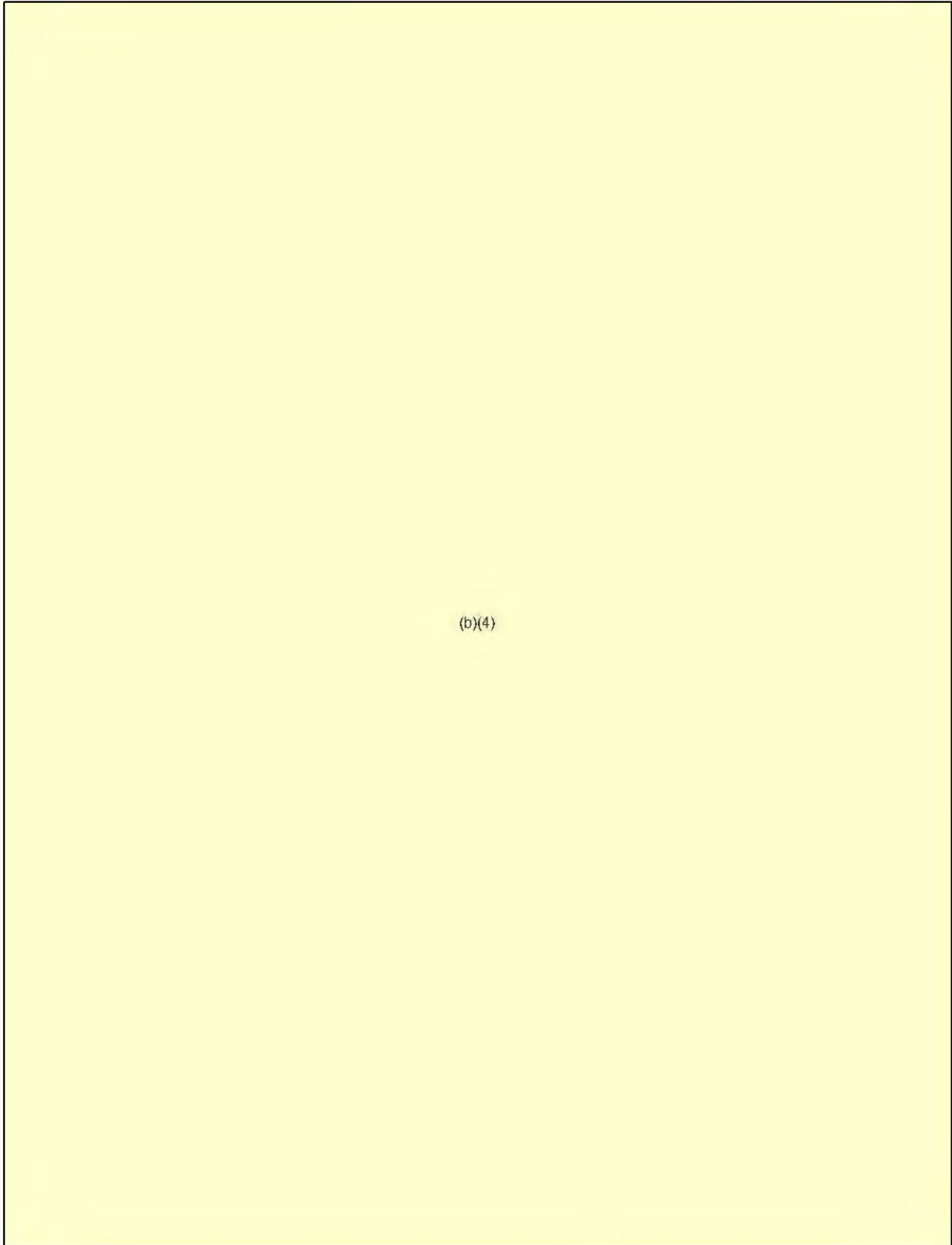
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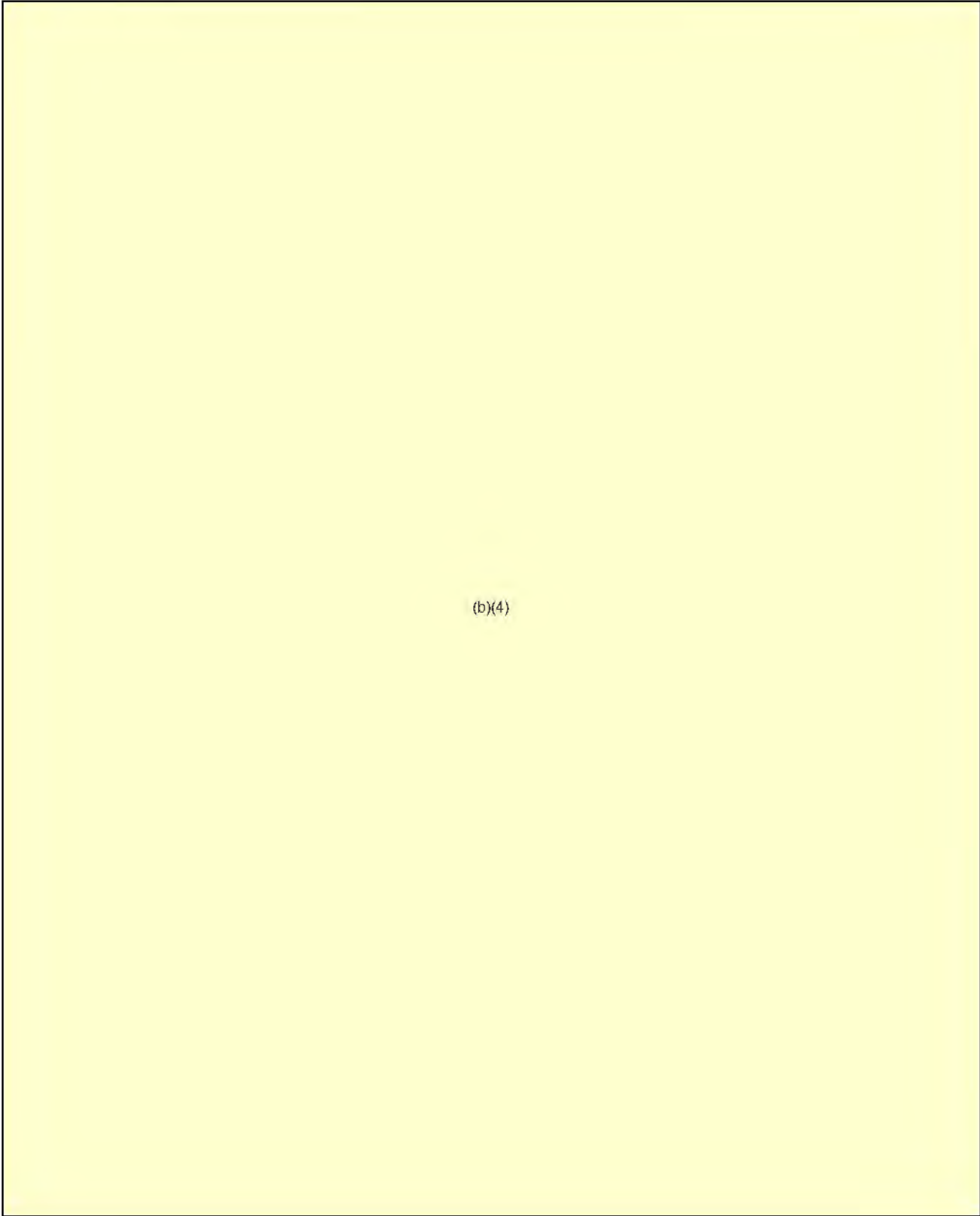
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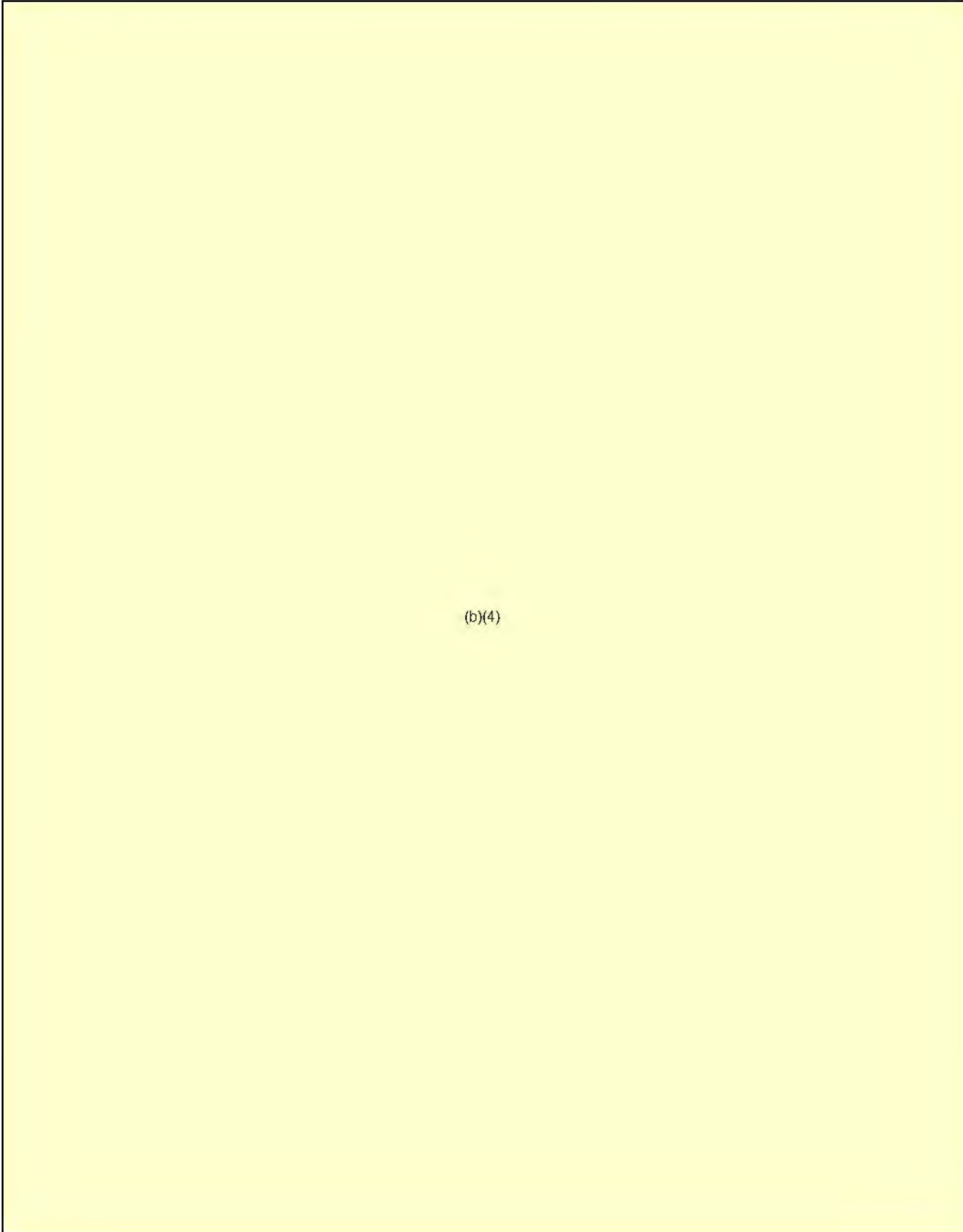
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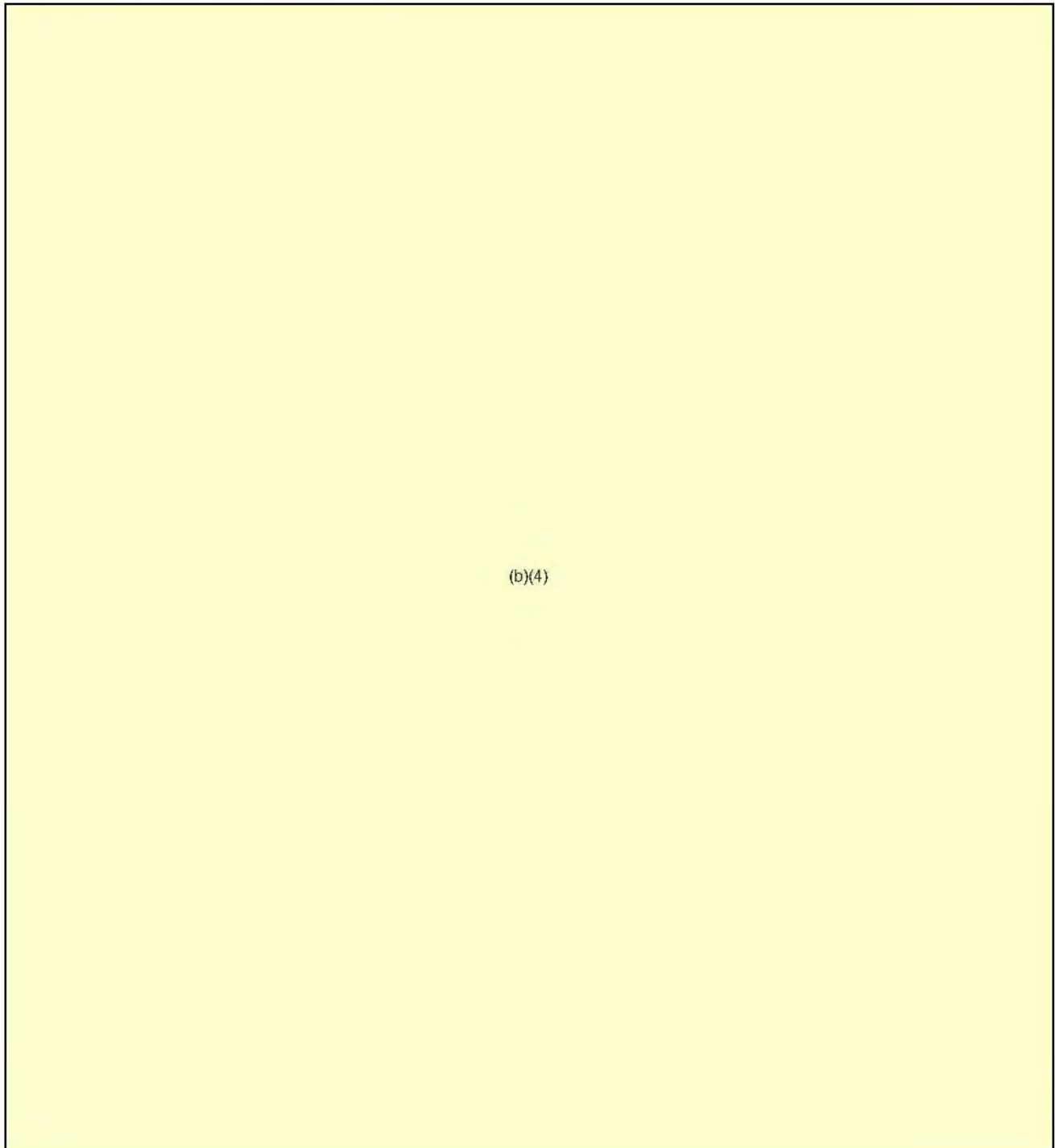


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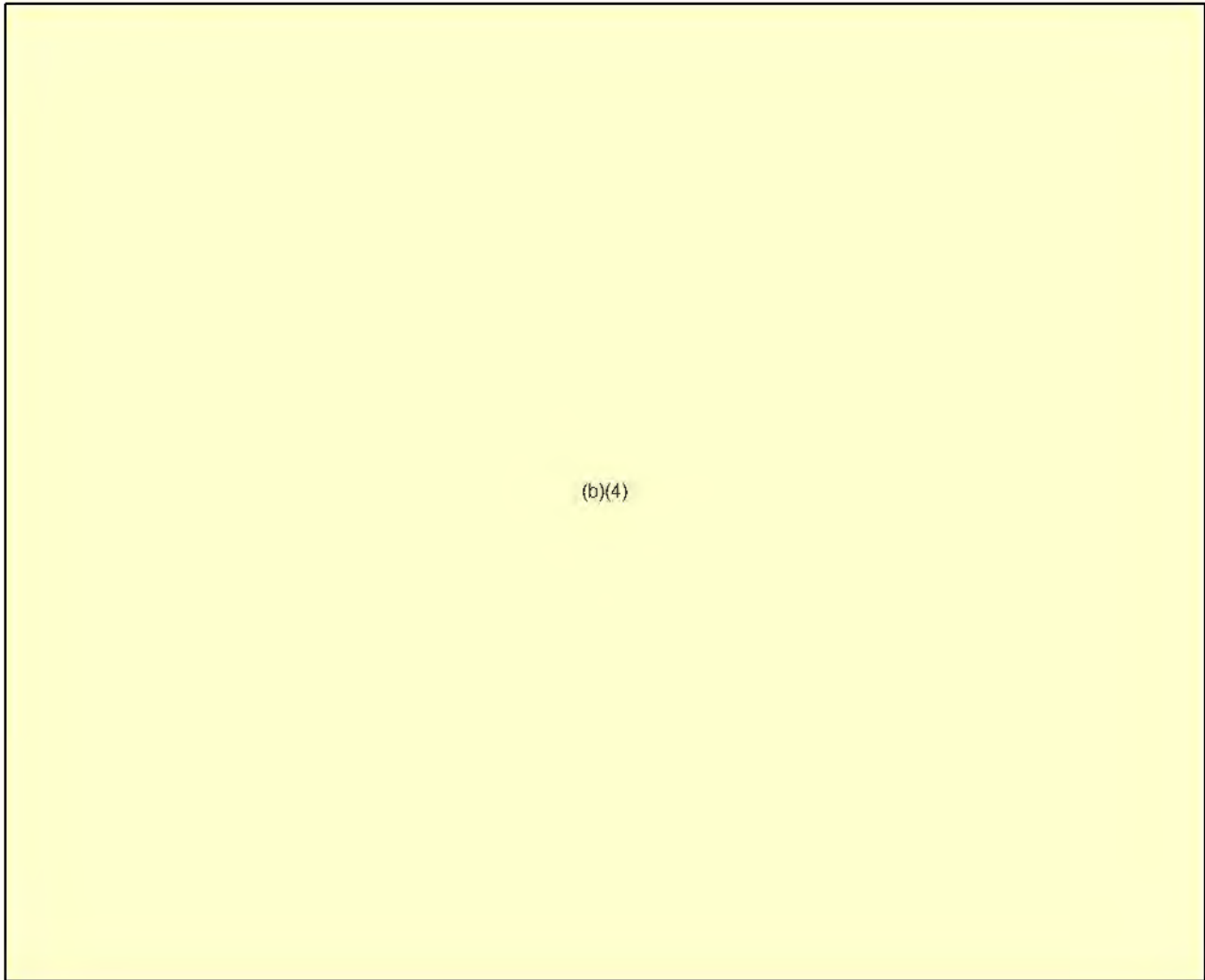


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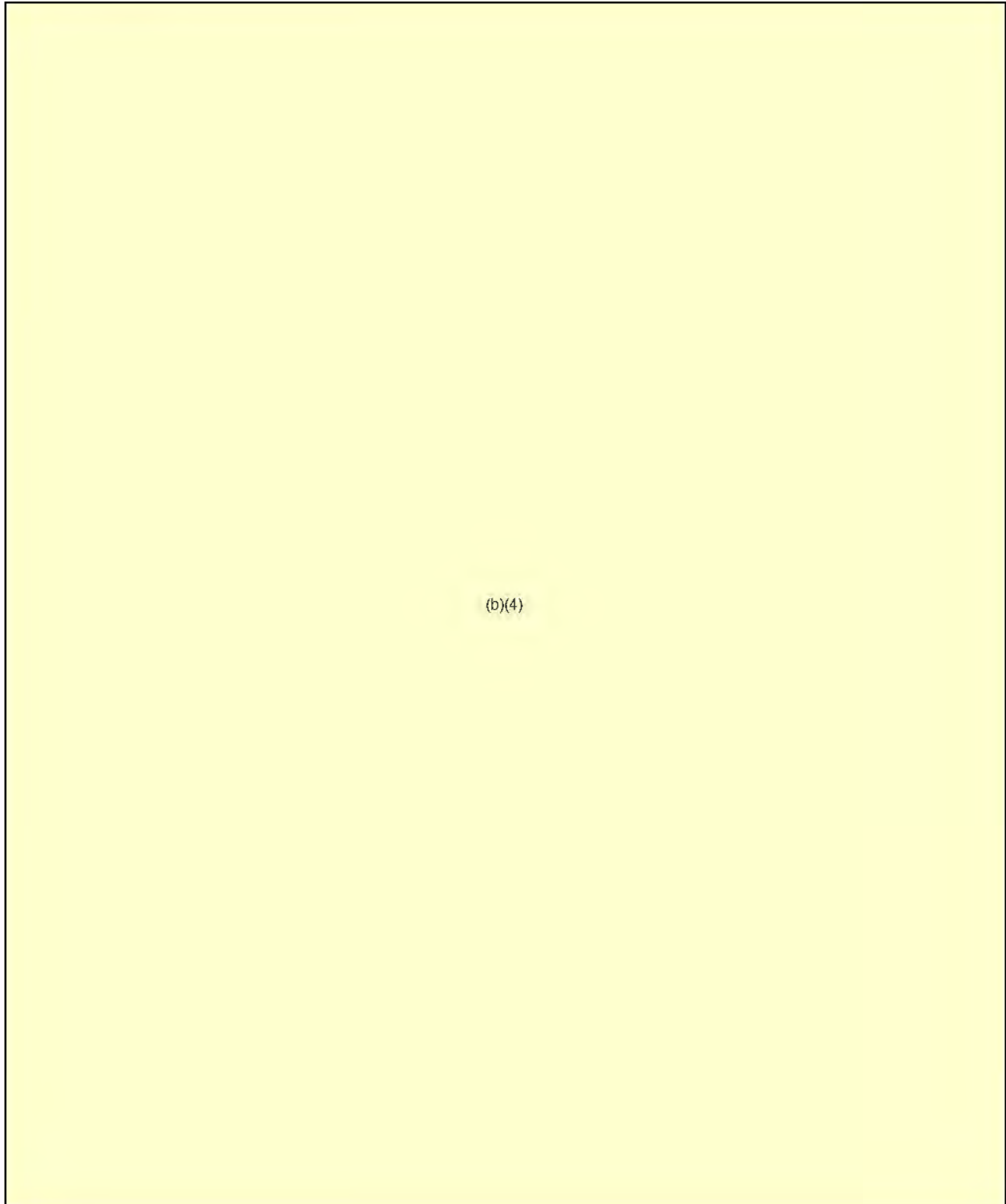
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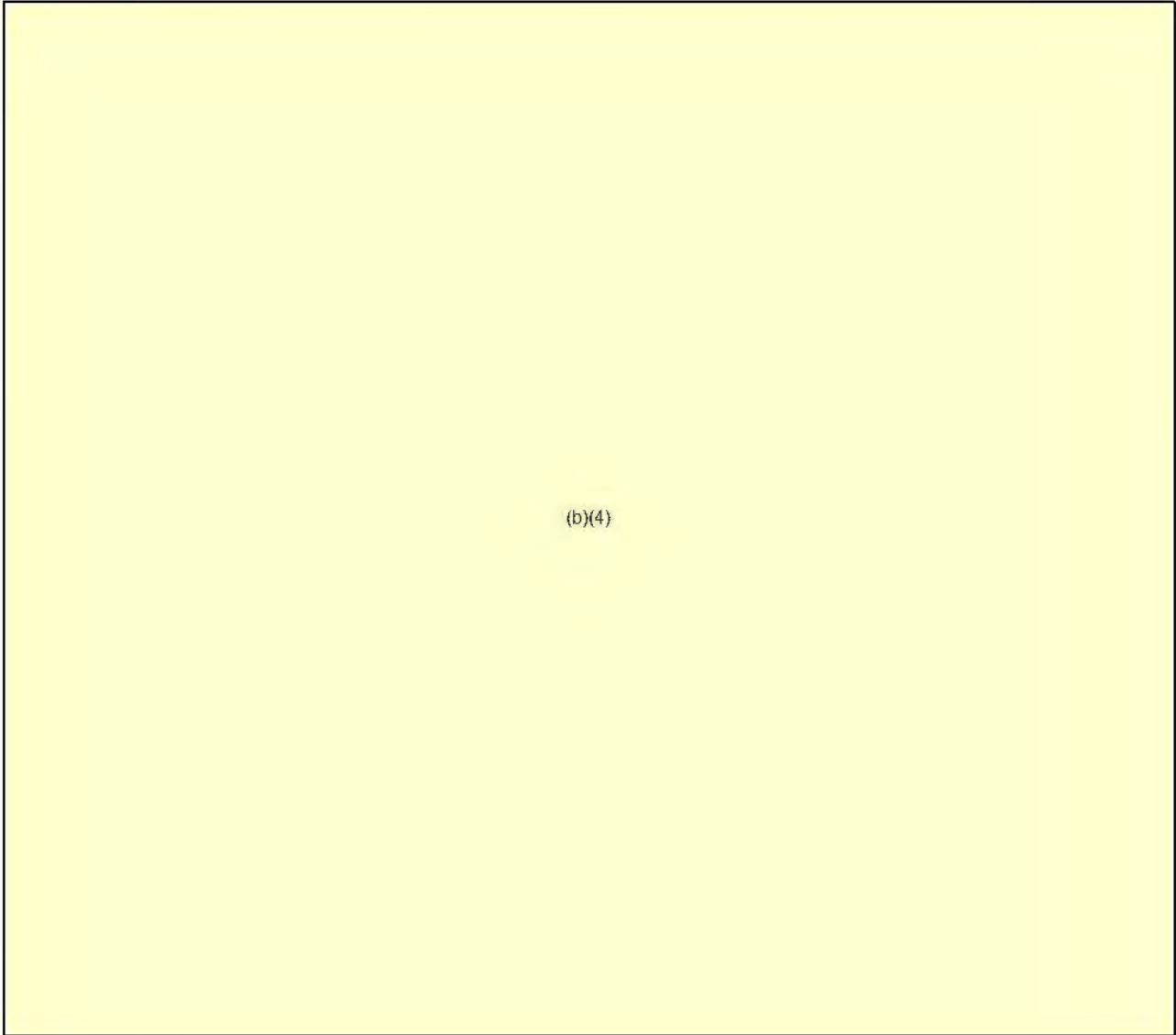
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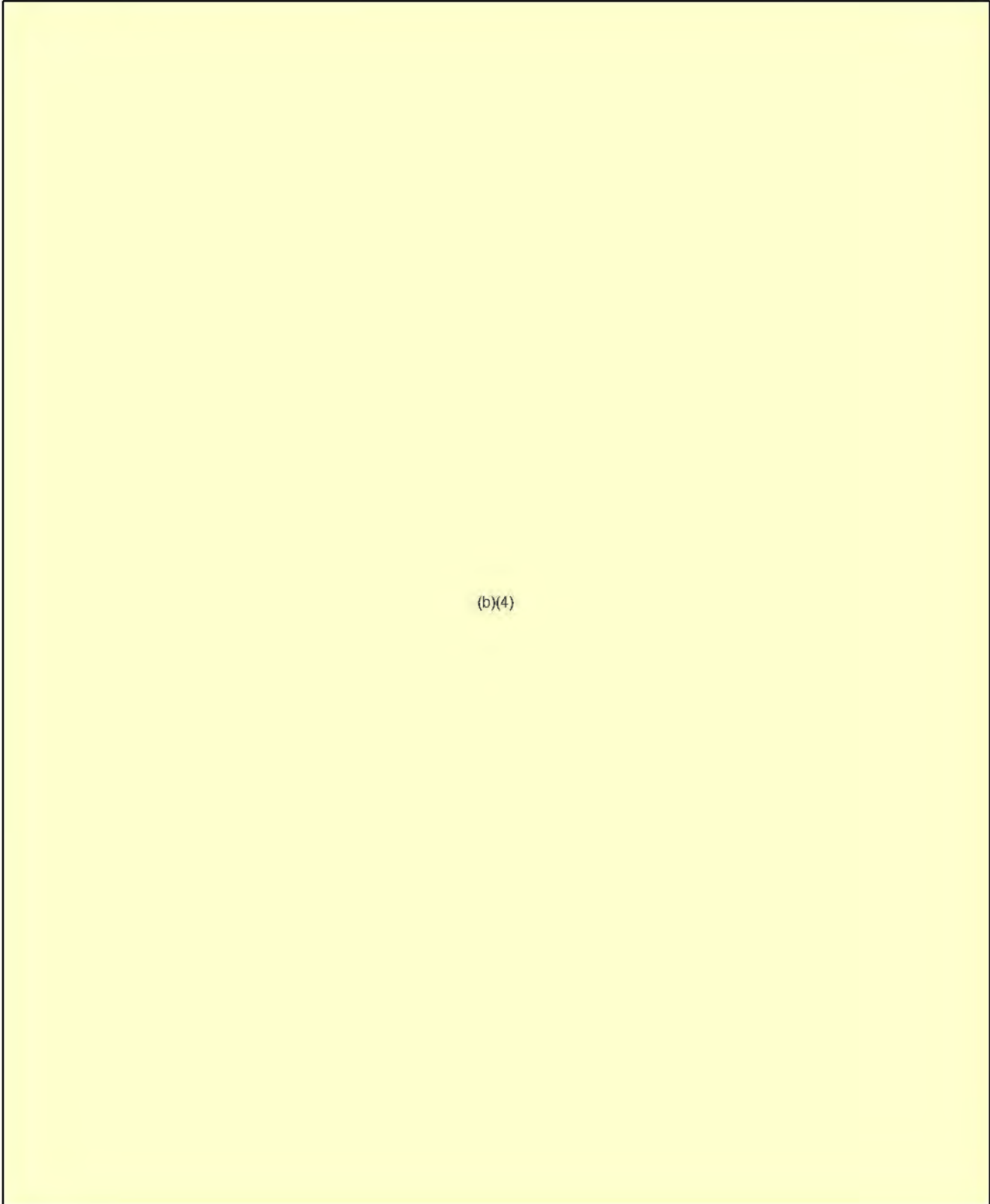
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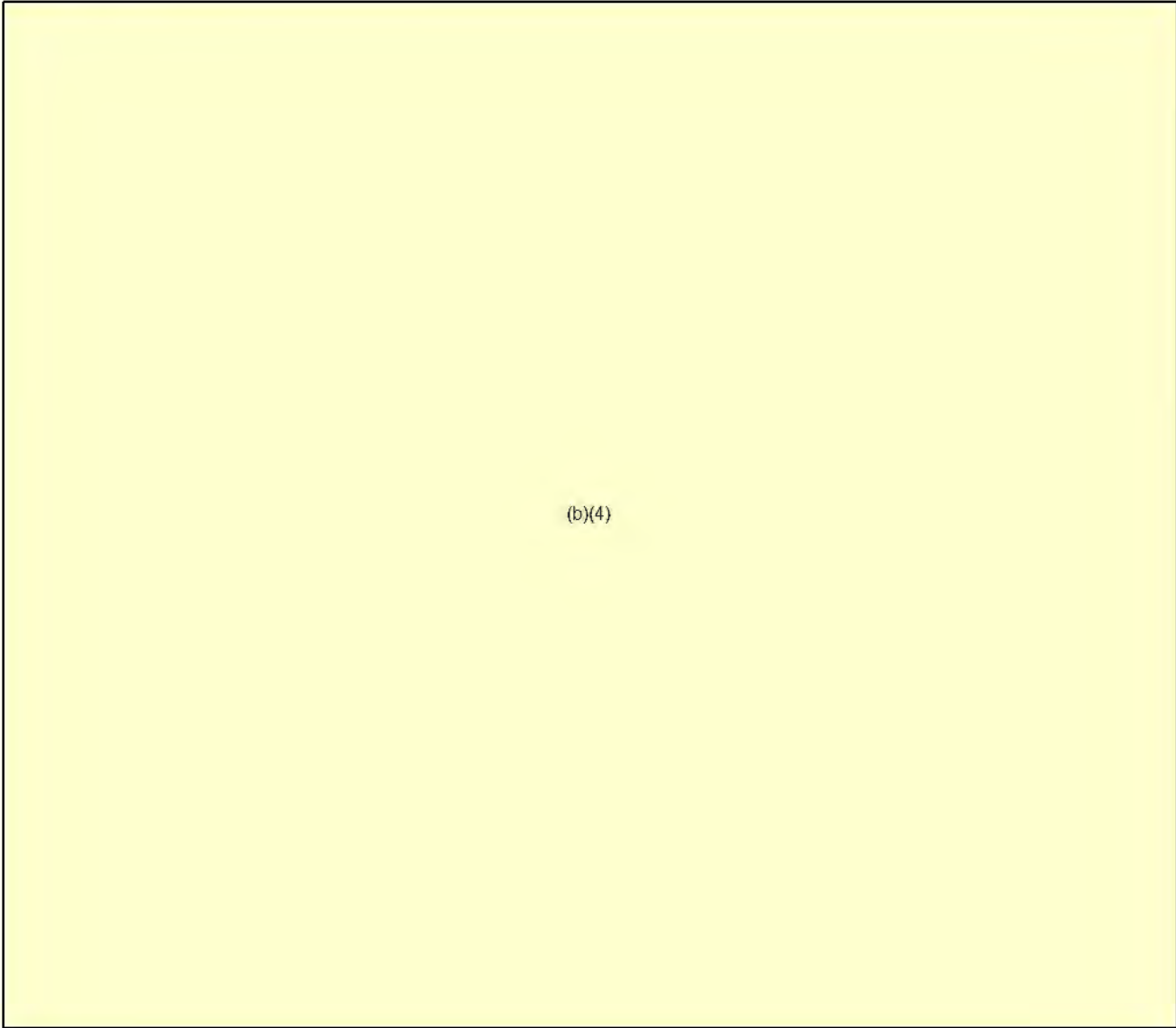
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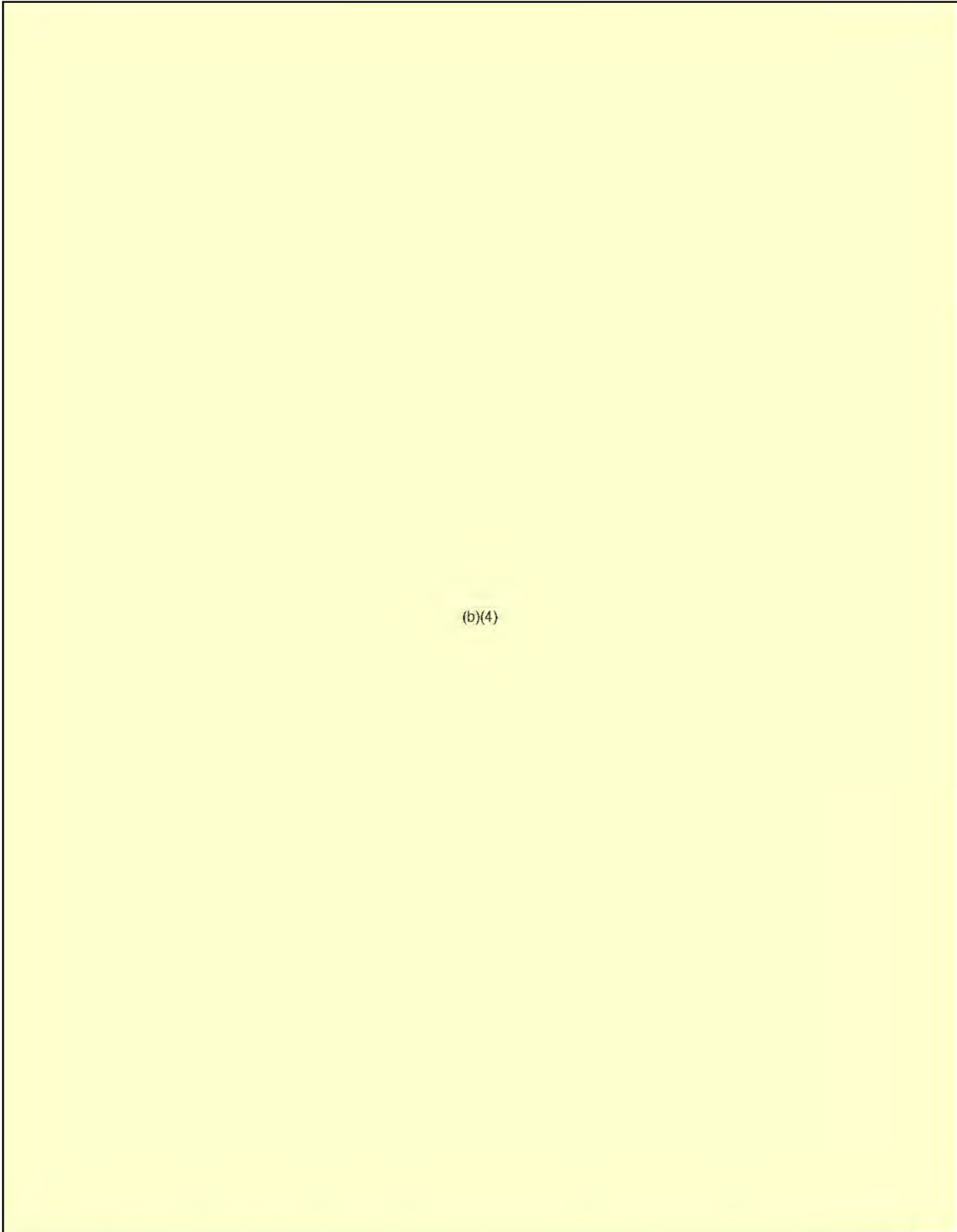
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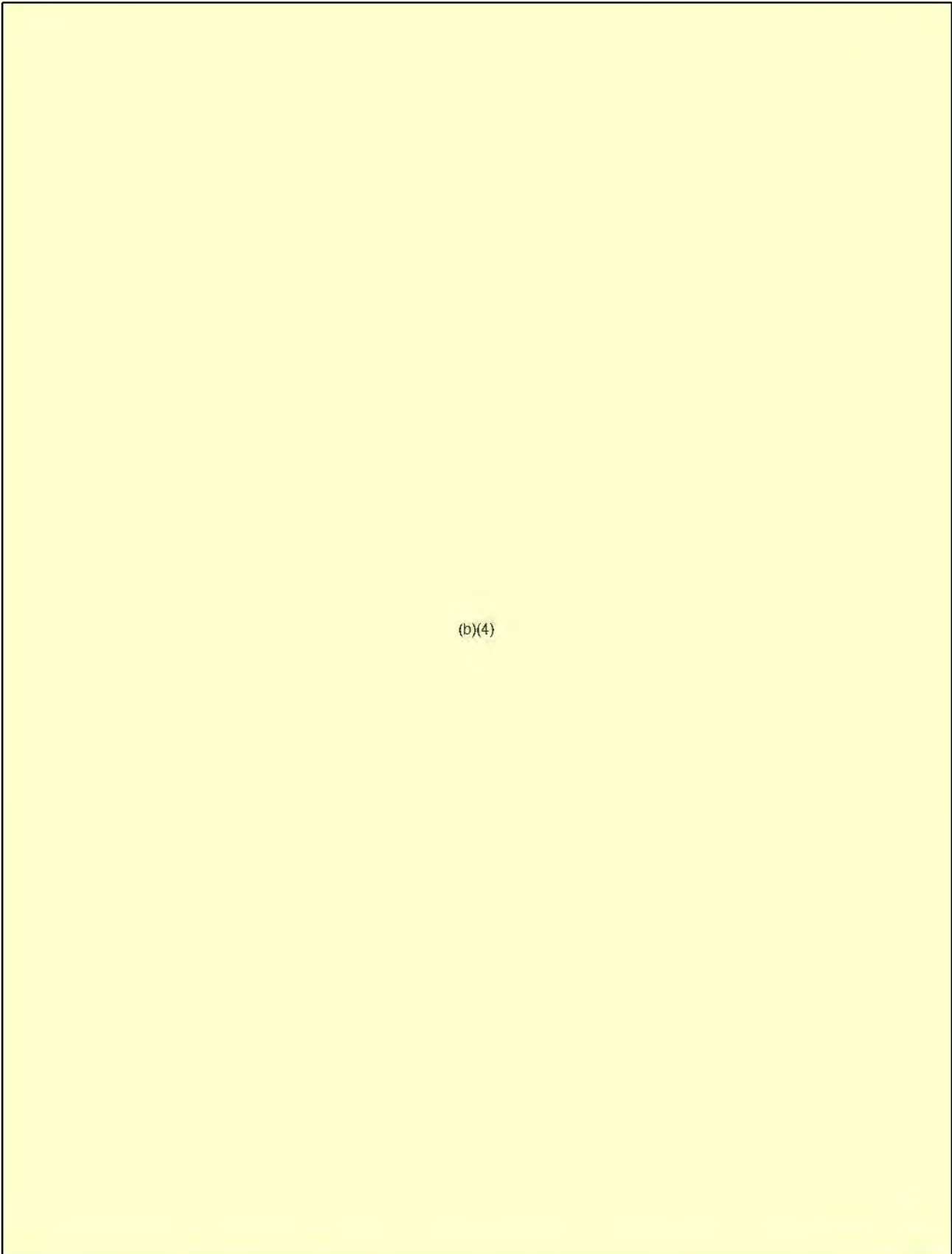


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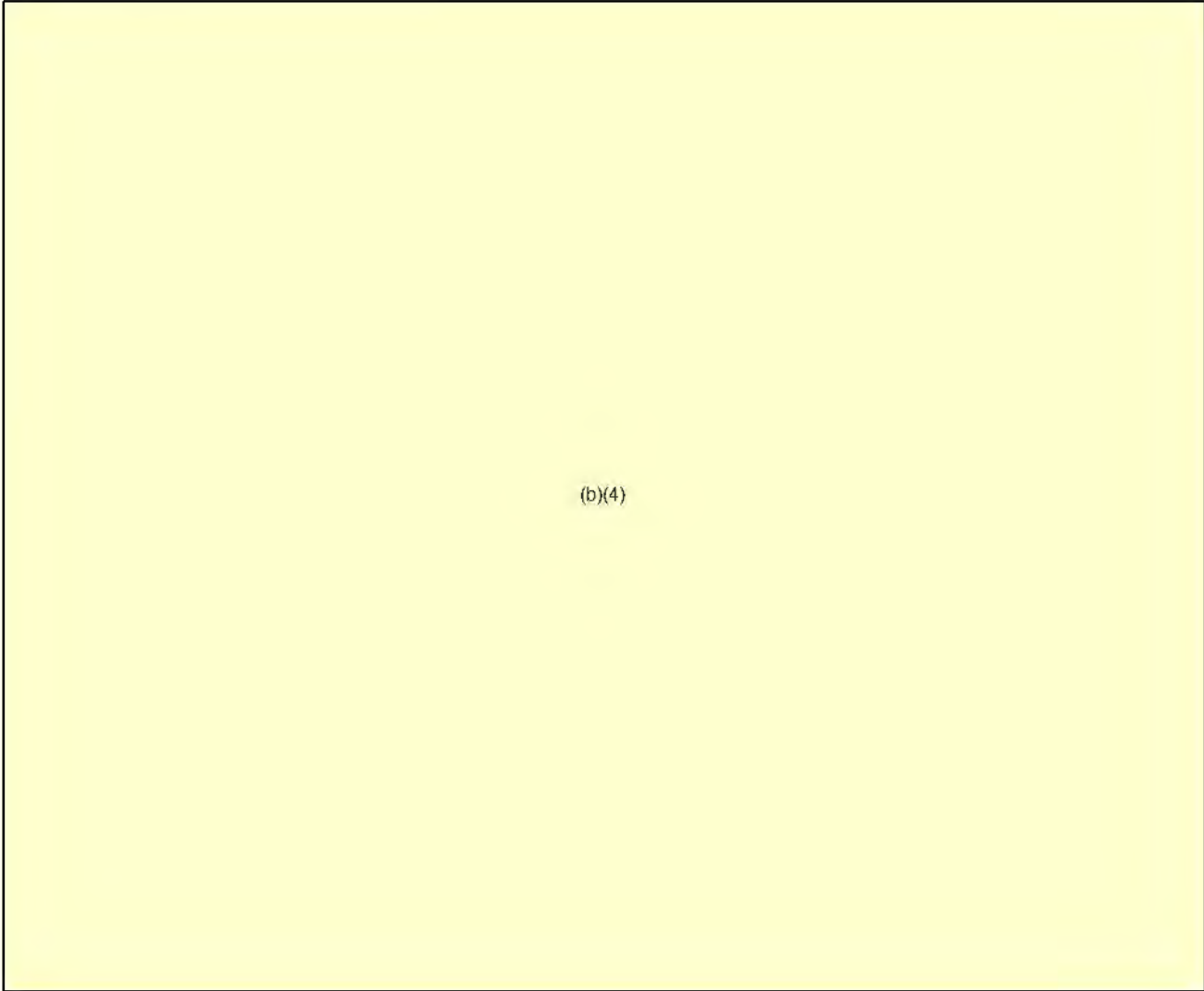


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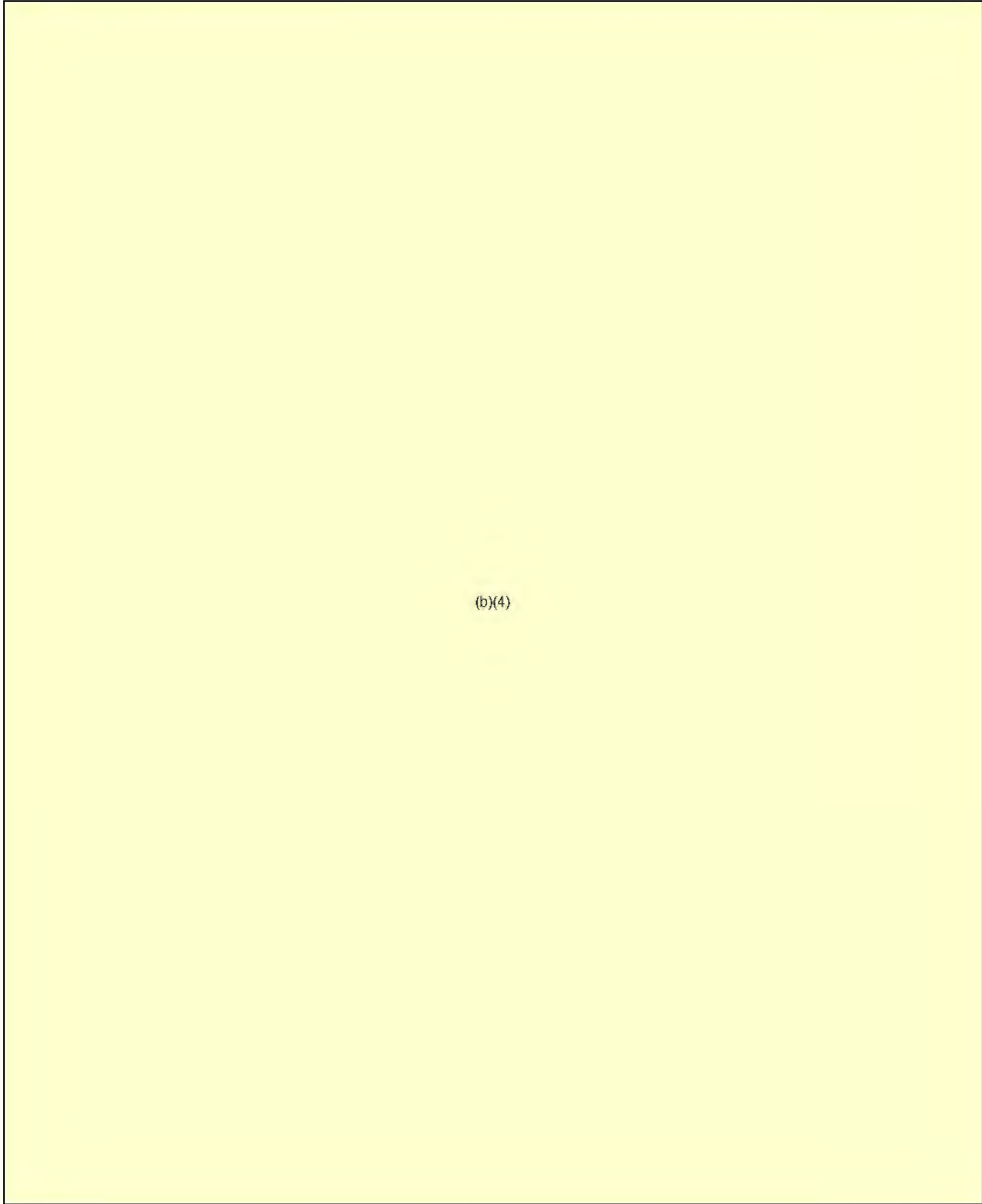
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