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|---|-------------------------------------|--|--|------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 71 PAGES |
| 2. CONTRACT NO. 200-2015- | 3. SOLICITATION NO. 2015-N-17649 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED 11/04/2015 | 6. REQUISITION/PURCHASE NO. 0000HCVL-2015-90346 |
| 7. ISSUED BY Centers for Disease Control and Prevention (CDC) Procurement and Grants Office (PGO) 2920 Brandywine Road Atlanta, GA 30341-5539 | | CODE 8219 | 8. ADDRESS OFFER TO (If other than Item 7) Centers for Disease Control and Prevention Attention: Pat Billins | | |
| Approved as to Form and Legality: _____ | | | | | |

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in email until 2:00p local time 12/04/2015
(Hour) (Date)

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | |
|----------------------------------|------------------------|---|---------------------------------------|
| 10. FOR INFORMATION CALL: | A. NAME Pat Billins | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (770) 488-2058 | C. E-MAIL ADDRESS pbillins@cdc.gov |
|----------------------------------|------------------------|---|---------------------------------------|

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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

| | | | |
|---|------------|--|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN <small>(4 copies unless otherwise specified)</small> | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) See Block 7 | | 25. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 (404) 718-8100 Atlanta, GA 30333-0080 | CODE 434 |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | 27. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small> | 28. AWARD DATE |

Section B - Supplies Or Services And Prices/Costs

| ITEM | SUPPLIES / SERVICES | QTY / UNIT | UNIT PRICE | EXTENDED PRICE |
|------|---|------------|------------|----------------|
| 0001 | <p>Base Period Data Collation and Integraton for Public Health Event Responses (DCIPHER) FIRM FIXED PRICE</p> <p>DCIPHER for Ebola Event Response Platform in accordance with (IAW) Performance Work Statement (PWS) Paragraphs C.2.1 through C.2.10.</p> <p>Period of Performance: 12 Months</p> | 1 Job | | |
| 0002 | <p>Software License Fee and Training FIRM FIXED PRICE</p> <p>Period of Performance: 12 Months</p> | 1 Each | | |
| 0003 | <p>Server and Operating Software FIRM FIXED PRICE</p> <p>The Server and Operating Software for this requirement shall be IAW Section C, Paragraph C.1.4.2.17.</p> <p>Period of Performance: 12 Months</p> | 1 Each | | |
| 0004 | <p>Other Direct Costs (ODC) COST REIMBURSEMENT</p> <p>ODC for this requirement shall be IAW Section C, Paragraph C.2.11.</p> <p>Period of Performance: 12 Months</p> | 1 Job | | NOT TO EXCEED: |
| 0005 | <p>Travel COST REIMBURSEMENT</p> <p>Travel for this requirement shall be IAW Section C, Paragraph C.2.12.</p> <p>Period of Performance: 12 Months</p> | 1 Job | | NOT TO EXCEED: |

| ITEM | SUPPLIES / SERVICES | QTY / UNIT | UNIT PRICE | EXTENDED PRICE |
|------|---|------------|------------|----------------|
| 1001 | <p>Option Period 1 Annual Operation and Maintenance FIRM FIXED PRICE</p> <p>Annual Operation and Maintenance for Contract Line Item Numbers (CLINs) 0001 and 0002 of the DCIPHER for Ebola Event Response Platform developed in the Base Period IAW PWS Paragraphs C.2.13 and C.2.14.</p> <p>Period of Performance: 12 Months</p> | 1 Job | | |
| 2001 | <p>Option Period 2 FIRM FIXED PRICE</p> <p>Annual Operation and Maintenance for CLINs 0001 and 0002 of the DCIPHER for Ebola Event Response Platform developed in the Base Period and as updated in Option Period 1 IAW PWS Paragraph C.2.13 and C.2.14.</p> <p>Period of Performance: 12 Months</p> | 1 Each | | |

| ITEM | SUPPLIES / SERVICES | QTY / UNIT | UNIT PRICE | EXTENDED PRICE |
|------|---|------------|------------|----------------|
| 3001 | <p>DCIPHER Module A FIRM FIXED PRICE</p> <p>DCIPHER for Module A Platform IAW PWS Paragraphs C.2.1 through C.2.10.</p> <p>Period of Performance: To be determined</p> | 1 Job | | |
| 3002 | <p>Software License Fee and Training for Module A FIRM FIXED PRICE</p> <p>Period of Performance: To be determined</p> | 1 Each | | |

| ITEM | SUPPLIES / SERVICES | QTY / UNIT | UNIT PRICE | EXTENDED PRICE |
|------|--|------------|------------|----------------|
| 3003 | <p>Server and Operating Software for Module A FIRM FIXED PRICE</p> <p>The Server and Operating Software for this requirement shall be IAW Section C, Paragraph C.1.4.2.17.</p> <p>Period of Performance: To be determined</p> | 1 Each | | |
| 3004 | <p>Other Direct Costs COST REIMBURSEMENT</p> <p>ODC for this requirement shall be IAW Section C, Paragraph C.2.11.</p> <p>Period of Performance: To be determined</p> | 1 Job | | NOT TO EXCEED: |
| 3005 | <p>Travel COST REIMBURSEMENT</p> <p>Travel for this requirement shall be IAW Section C, Paragraph C.2.12.</p> <p>Period of Performance: To be determined</p> | 1 Job | | NOT TO EXCEED: |
| 4001 | <p>Annual Operation and Maintenance Module A FIRM FIXED PRICE</p> <p>Annual Operation and Maintenance for the DCIPHER for the Module Response Platform developed in CLINs 3001 and 3002 IAW PWS Paragraphs C.2.13 and C.2.14.</p> <p>Period of Performance: To be determined</p> | 1 Job | | |
| 5001 | <p>Annual Operation and Maintenance Module A FIRM FIXED PRICE</p> <p>Annual Operation and Maintenance for DCIPHER for Module A Event Response Platform developed in CLIN 3001 and 3002 and updated in CLIN 4001 IAW PWS Paragraphs C.2.13 and C.2.14.</p> <p>Period of Performance: 12 Months after Exercising CLIN 4001</p> | 1 Job | | |

| ITEM | SUPPLIES / SERVICES | QTY / UNIT | UNIT PRICE | EXTENDED PRICE |
|------|--|------------|------------|----------------|
| 6001 | DCIPHER Module B FIRM FIXED PRICE DCIPHER for Module B Platform IAW PWS Paragraphs C.2.1 through C.2.10. Period of Performance: To be determined | 1 Job | | |
| 6002 | Software License Fee and Training for Module B FIRM FIXED PRICE Period of Performance: To be determined | 1 Each | | |
| 6003 | Server and Operating Software for Module B FIRM FIXED PRICE The Server and Operating Software for this requirement shall be IAW PWS Paragraph C.1.4.2.17. Period of Performance: To be determined | | | |
| 6004 | Other Direct Costs COST REIMBURSEMENT ODC for this requirement shall be IAW PWS Paragraph C.2.11. Period of Performance: To be determined | 1 Job | | |
| 6005 | Travel COST REIMBURSEMENT Travel for this requirement shall be IAW PWS Paragraph C.2.12. Period of Performance: To be determined | 1 Job | | |
| 7001 | Annual Operation and Maintenance for Module B FIRM FIXED PRICE Annual Operation and Maintenance for DCIPHER for Module B Platform developed in CLINs 6001 and 6002 IAW PWS Paragraphs C.2.13 and C.2.14. Period of Performance: 12 Months after exercising CLIN 6001 | 1 Job | | |

| ITEM | SUPPLIES / SERVICES | QTY / UNIT | UNIT PRICE | EXTENDED PRICE |
|------|--|------------|------------|----------------|
| 8001 | Annual Operation and Maintenance for Module B FIRM FIXED PRICE Annual Operation and Maintenance for DCIPHER for Module B developed in CLINs 6001 and 6002 and updated in CLIN 7001. Period of Performance: 12 Months after exercising CLIN 7001 | 1 Job | | |

There are no clauses/provisions included in this section.

Section C - Description/Specification/Work Statement

PERFORMANCE WORK STATEMENT Data Collation and Integration for Public Health Module Responses (DCIPHER) for Ebola Event Response Platform

C.1. GENERAL

C.1.1. BACKGROUND.

C.1.1.1. CDC plays a critical role in the detection, response, and recovery during public health emergencies, infectious disease outbreaks, and public health surveillance. Management of such Modules and effective allocation of medical countermeasures require situational awareness of disease risk, validated analytics, pathogen characteristics, spread, and impacts to society and critical infrastructure. During large-scale Modules, CDC is required to make rapid public health decisions based on multiple data sources (e.g., laboratory, epidemiological, resources, population characteristics, situational awareness, etc.), and needs to rapidly collate, analyze and share these data with internal and external partners.

C.1.1.2. Currently data integration, analysis, visualization, data and staff management, and reporting for the CDC's mission critical response effort for the ongoing outbreak of Ebola virus disease are being done in several different spreadsheets and databases, using several different tools and applications. Data processes and workflows are still largely manual, labor-intensive, time-consuming, and are not standardized. CDC requires an integrated approach and technical solution to manage epidemiological, laboratory, contact tracing and other related information to support the Ebola response.

C.1.2. OBJECTIVES.

This project addresses the CDC's urgent need for a rapidly deployable web-based IT platform that can integrate, manage, analyze, visualize, report on and share epidemiological, laboratory, mortality, contact tracing, travelers screening, and other data related to support public health response activities during Ebola or other viral hemorrhagic fever Modules in the United States and abroad. This platform will be conceptualized and designed with the intent to expand beyond Ebola to other public health Module responses and other surveillance activities, and be adopted as an all-hazards platform. The project will support the following objectives for data integration, management, analysis, visualization, and sharing:

C.1.2.1. Collate and integrate critical epidemiological, laboratory, and contact tracing information, as well as other known and ad hoc data collections and systems using a platform designed with standardized processes.

C.1.2.2. Provide role-based access to data.

C.1.2.3. Create a web-based platform that facilitates stakeholder collaboration and allows secure realtime data sharing among state, local and other federal partners.

C.1.2.4. Develop a data management platform that is:

C.1.2.4.1. In compliance with CDC security requirements;

C.1.2.4.2. Driven by analytic requirements;

C.1.2.4.3. Scalable;

C.1.2.4.4. Adaptable to other public health activities beyond Ebola; and

C.1.2.4.5. Interoperable with existing IT systems.

C.1.2.5. Create a flexible and powerful analytic interface.

C.1.2.6. Develop user-friendly visualization tools to appropriately display data to support Module response activities.

C.1.3. INTEGRATION WITH OTHER CONTRACTOR STAFF.

The contractor shall work in conjunction with a mix of contractors from various companies and Full Time Equivalents (FTEs) to implement a data integration platform that facilitates data visualizations and sharing. This will be required through the entire software development lifecycle to design, implement, test, and deploy the software using the most appropriate resources available.

C.1.4. SCOPE OF WORK.

C.1.4.1. The Contractor shall provide a commercial off the shelf (COTS) product and related support services for the management and implementation of the DCIPHER platform to support the above objectives. The Contractor shall provide a structured method for documenting detailed workflows and process flows to support CDC's ongoing response to the Ebola virus outbreak. The purpose is to implement the existing data model and platform requirements, as well as define, model, and document other complex public health, laboratory and administrative business processes needed to support the Ebola response and translate them into additional platform requirements to be implemented in the DCIPHER platform.

C.1.4.2. The following elements are required for this project:

C.1.4.2.1. Integration of information and disparate data sets from multiple user groups needed to support the ongoing Ebola response (refer to Task 2, Sub-Task 1 for list).

C.1.4.2.2. All hazards data management inclusive of scientific and non-scientific data (e.g., risk communications and messaging, logistics and resource management, and records management).

C.1.4.2.3. Interoperability with other internal and external systems, applications, and tools.

C.1.4.2.4. Working with CDC staff to set standards for integrated data elements.

C.1.4.2.5. Integration of legacy, existing, and future analytic applications and datasets.

C.1.4.2.6. Working with CDC and contractor staff and stakeholders to develop business process mapping artifacts, including As-is and To-be business process modeling, data modeling (conceptual, logical, and physical), object models, architecture, and fit/gap analyses.

C.1.4.2.7. Elicitation and documentation of processes from CDC programs and staff.

C.1.4.2.8. Development of appropriate use cases that support stakeholder workflows.

C.1.4.2.9. Implementation of reusable workflows in the platform.

C.1.4.2.10. Development and automation of processes and linkages that reduce the need for manual manipulation of data.

C.1.4.2.11. Provision and management of dedicated platform software (i.e., this will not be shared across another project), including patches and updates to include the following environment: production, staging, test, development, and disaster recovery.

C.1.4.2.12. Management of the technical development of the platform.

C.1.4.2.13. Provision of operational support services (support staff, engineers, etc.) for users during the entire period of performance.

C.1.4.2.14. Development of graphics and/or mockups and user interface.

C.1.4.2.15. Development/Configuration of data analysis and visualization to support reporting.

C.1.4.2.16. Training of administrators, superusers, and end users on the platform.

C.1.4.2.17. Provision and management of dedicated CDC-compatible physical server hardware (i.e., vendor supplies physical servers that will not be shared across another project) to include the following environments: production, staging, test, development, and disaster recovery and software needed to support DCIPHER, including provision of, patches and updates to server software.

C.1.4.2.18. Utilization of an Agile or similar approach with iterative design input cycles from stakeholders and users.

C.1.4.2.19. Planning and support for Continuity of Operations for platform and all data residing in the platform.

C.1.4.2.20. Surge operations necessary to quickly and effectively support the current or related emergency responses (e.g., a resurgence of infected individuals, or additional infected individuals in the US).

C.1.4.3. DCIPHER will support the following agency goals:

C.1.4.3.1. Enhance the accountability, resource use, workforce and innovation for surveillance at CDC and in support of State, Tribal, Local and Territorial agencies.

C.1.4.3.2. Accelerate the utilization of emerging tools and approaches to improve the availability, quality, and timeliness of surveillance data.

C.1.4.3.3. Through cross-cutting agency initiatives, improve surveillance by addressing data availability, system usability, redundancies, and incorporation of new information technologies in major systems or activities.

C.2. TASKS

Platform functional and non-functional requirements are attached as Appendix A as foundational requirements and support for the below tasks and sub-tasks.

C.2.1. DATA COLLATION. Collate and organize all data as they are ingested into the system.

C.2.1.1. Sub-Task 1: Assemble and order all information coming into the system.

C.2.1.2. Sub-Task 2: Tag or assign metadata to each incoming piece of information such that data can be sorted, searched and queried, and each piece of information's lineage and system of origin can be traced.

C.2.2. DATA INTEGRATION. Provide ingestion, integration and data linkages (where linking variables are available) in the platform.

C.2.2.1. Sub-Task 1: Ingest, integrate and link the data streams listed below, as well as other known and unknown or *ad hoc* data both directly (i.e., uploading files or manual data entry) or via third party applications. These data streams will be in varying formats, including spreadsheets, databases, structured and semi-structured, questionnaires, maps, Adobe Acrobat PDF files, images and emails. The data themselves will vary, ranging from raw, uncleaned data, to refined output from other applications and tools, to summary/aggregate data. All data must be ingested and linked where possible, and overlaid where linkages are not possible (e.g., burial data and Ebola Treatment Units

(ETU's) plotted on the same map as Ebola cases and contacts of Ebola cases). Data sources include (but are not limited to):

- C.2.2.1.1. Situation Reports from Ebola-affected countries, including cases, deaths, and health care worker information
 - C.2.2.1.2. Contact tracing data from the Epi Info Viral Hemorrhagic Fever system
 - C.2.2.1.3. Burial survey and mortuary data, including location and capacity
 - C.2.2.1.4. International Ebola Treatment Units, including location, status, and bed availability
 - C.2.2.1.5. Travelers screening data, including active monitoring of returning and domestic travelers from Ebola-affected countries, and Do Not Board lists
 - C.2.2.1.6. Travel Notification via the Epidemic Information Exchange (Epi-X), which is the system by which one jurisdiction transfers the active monitoring of a traveler or an epidemiological case (i.e., an Ebola patient) to a second jurisdiction
 - C.2.2.1.7. Domestic Ebola assessment hospitals and treatment facilities, including location and capacity
 - C.2.2.1.8. Pathogen sequencing data, including metadata, from internal CDC laboratories and from the National Center for Biotechnology Information
 - C.2.2.1.9. Emergency Operations Center (EOC) staffing and personnel deployment
 - C.2.2.1.10. CDC partner deployments (e.g., World Health Organization, Doctors Without Borders)
 - C.2.2.1.11. Logistics, including supplies, air ambulance, biocontainment, patient care coordination, and emergency travel for returning staff
 - C.2.2.1.12. Medical countermeasures, including vaccine deployment from the strategic national stockpile
 - C.2.2.1.13. Security information, including security for individuals and the platform
 - C.2.2.1.14. Other data as needed to manage the current response
 - C.2.2.2. Sub-Task 2: Link data by multiple user-defined key data fields.
 - C.2.2.3. Sub-Task 3: Link unstructured data to any other data field.
 - C.2.2.4. Sub-Task 4: Develop a translational data map template for non-technical users to assign or reassign revised/new data to existing data fields, e.g., ingesting a new laboratory report with non-standardized formats and mapping those data fields to the standardized data fields in use within the platform. Once the manual data linkage is complete, metadata about that linkage should be recorded in the same way as any other piece of information's lineage and system of origin is recorded (e.g., that this was a manual link, the user's name, date, and time stamp, etc.).
 - C.2.2.5. Sub-Task 5: Automatically propagate revised or new data across the platform in real time.
- C.2.3. DATA ANALYSIS AND VISUALIZATION. Provide search and query capabilities, configurable user interfaces for the various areas/modules of the platform, the graphical user interfaces (GUI's) itemized below (Sub-Task 3), and analysis and visualizations on-the-fly:

- C.2.3.1. Sub-Task 1: A single common landing page for all users of the system that provides access to all applications, data sources and dashboards that the user is authorized to access.
- C.2.3.2. Sub-Task 2: A line list editor for epidemiological cases that includes epidemiological, laboratory, and clinical information, and that can be modified by users as needed to include additional information.
- C.2.3.3. Sub-Task 3:
- C.2.3.3.1. A GUI that allows data entry, editing and display for the following functions:
- C.2.3.3.1.1. Epidemiological case management;
- C.2.3.3.1.2. EOC staffing and personnel deployment management;
- C.2.3.3.1.3. Domestic Ebola assessment hospitals and treatment facilities;
- C.2.3.3.1.4. Active monitoring of travelers coming into the US from Ebola-affected countries, including where the traveler went, when/how he/she came into the US, basic clinical information about the traveler (e.g., signs and symptoms), illness status, and laboratory information for those who become ill.
- C.2.3.3.2. All of the GUI's developed for this platform must meet the needs unique to Ebola (e.g., ETU location and status) while also being adaptable/reusable for future Modules.
- C.2.3.4. Sub-Task 4: Search capabilities based on Boolean operators (<, >, =, etc.) or similar search logic and fuzzy matching that can be run against all data in the platform and all data names (e.g., database name, common name, aliases, labels, etc.).
- C.2.3.5. Sub-Task 5: Group, multi-layer sort, and rearrange search and query results/output.
- C.2.3.6. Sub-Task 6: Displays of data in multiple formats (geospatial, temporal, time series, etc.) using interactive visualizations.
- C.2.3.7. Sub-Task 7: Descriptive, exploratory and basic univariate statistics for structured data.
- C.2.3.8. Sub-Task 8: Word or tag clouds, lists/clusters of topics and other unstructured text analytics, e.g., what word or topic clusters are trending.
- C.2.3.9. Sub-Task 9: Dendrograms/phylogenetic trees showing alignment (the genetic distances between whole genome sequences or snippets of sequences) that is based on user-defined thresholds and/or algorithms, and other hierarchical clustering techniques which would yield data on relatedness of sequencing data.
- C.2.3.10. Sub-Task 10: Display, manipulate, and store manipulated dendrogram trees, including naming or assigning/linking existing data to "leaves", e.g., map epidemiological variables onto leaves or trees.
- C.2.3.11. Sub-Task 11: Subset data based on trees, e.g., be able to select a clade of the tree and pull all data from that clade for additional analysis.
- C.2.3.12. Sub-Task 12: Assign and perform analysis based on genotypic features, e.g., character or binary data, such as the presence/absence/type of antibiotic resistance genes present in an organism.
- C.2.3.13. Sub-Task 13: Conduct other genetic sequence data analyses, including basic multiple sequence alignment, sequence similarity searches, sequence mapping (output formats such as SAM/BAM, FASTA), variant files (VCF format), and the processing of phylogenetic trees (NWK format) and distance matrices.
- C.2.3.14. Sub-Task 14: Display and manipulate genetic and protein sequence datasets, including features and relevant metadata (GBK, ASN.1 formats).

C.2.4. DATA MANAGEMENT. DCIPHER will be the system of record for some programs such that robust data management functions are needed for all variables and data in the platform. Provide the following data management capabilities:

C.2.4.1. Sub-Task 1: Ability for CDC to control access to the data via user groups with roles and rights, including creation/inactivation of user accounts and resetting of passwords.

C.2.4.2. Sub-Task 2: Ability to create a new “event” within the system that has its own set of users with roles and rights distinct from other events (e.g., each outbreak would be its own event and have a different set of users with roles and rights that are different than previous outbreaks or other activities occurring simultaneously).

C.2.4.3. Sub-Task 3: Ability to relate or link multiple events to one another, for example, when initially separate events are found to have commonality that makes it necessary to manage them together.

C.2.4.4. Sub-Task 4: Implementation of a core relational database model that can be leveraged by all programs, events, and workflows.

C.2.4.5. Sub-Task 5: Ability to link and overlay data not imposed within a relational data model.

C.2.4.6. Sub-Task 6: Manipulate and edit any data values and fields, such as modifying pick lists and updating data values to reflect new information as part of the “off the shelf” functionality (i.e., DCIPHER will be the primary source system and data will need to be updated within DCIPHER regularly).

C.2.4.7. Sub-Task 7: Delete data, such as erasing erroneous data values that were previously entered.

C.2.4.8. Sub-Task 8: Create and store distance matrix and dendrogram tree files based on alignment/distances between sequences.

C.2.4.9. Sub-Task 9: Ability to undo or revert back data manipulations via a logging interface that allows a user to select a modification to previous versions.

C.2.4.10. Sub-Task 10: Ability to trace back lineage and pedigree of all changes made to every piece of information in the platform.

C.2.4.11. Sub-Task 11: Customize and configure displays and dashboards to support critical functions.

C.2.4.12. Sub-Task 12: Ability to onboard external users via Secure Access Management Services (SAMS) and directly creating external users and assigning them to editable user groups that govern their access and rights (i.e., not via an authentication protocol such as CDC’s Lightweight Directory Access Protocol).

C.2.4.13. Sub-Task 13: Adhere to established data standards, including industry standard messaging (Public Health Information Network Messaging Standard/PHIN MS, HL7, and other XML payloads) and vocabularies (SNOMED, LOINC, ICD, PHIN Vocabulary Access and Distribution System/VADS, etc.).

C.2.5. DATA SHARING. Provide the following capabilities to share, report on and export data:

C.2.5.1. Sub-Task 1: Extract data into common data file types (e.g., MS Excel, XML, etc.).

C.2.5.2. Sub-Task 2: Extract data into statistical data file types (e.g. SAS, SPSS, Epi Info).

C.2.5.3. Sub-Task 3: Export all data in all data streams and all data types.

C.2.5.4. Sub-Task 4: Create reusable, standardized reports as needed for the data streams listed in Task 2. Data Integration Sub-Task 1, including analyses and visualizations, into multiple report formats (e.g., MS Excel, MS Word, MS PowerPoint, etc.).

C.2.5.5. Sub-Task 5: Transmit data to other EOC and related applications (e.g., Red Sky, <http://www.cdc.gov/phpr/science/documents/Red-Sky-New-Tool-for-Health-Threats-6272014.pdf>).

C.2.6. DEVELOP BUSINESS PROCESS WORKFLOWS IN THE PLATFORM. Develop and implement reusable, standardized workflows based on Current-State and Future-State business processes in the EOC and other CDC programs to support data streams listed in Task 2. Data Integration Sub-Task 1.

C.2.6.1. Sub-Task 1: Develop workflows needed to support the outbreak and surveillance activities associated with CDC's ongoing Ebola response operations. How many and which activities and data streams will require workflows will be decided based on discussion between CDC and the Contractor.

C.2.6.2. Sub-Task 2: Develop workflows to support the management of epidemiological cases, contacts, laboratory information and other related data, such that one individual can be followed across all relevant data streams.

C.2.6.3. Sub-Task 3: Develop workflows to support other data transport, collection, linking, visualizing and analysis, as determined via discussion between CDC and the Contractor.

C.2.7. AUTOMATION OF DATA PROCESSES. Automate data-related processes to replace existing manual process and alleviate the need for manual processes in the future. Processes that need automation include the creation of new databases to support new events, concatenation or aggregation of data, linking of data sets that originate from different sources, extraction of data to support analyses, and creation of reports.

C.2.7.1. Sub-Task 1: Automate the data-related processes and workflows wherever possible that will allow reuse by other CDC programs in order to maximize the utility of the product and its use by various CDC staff.

C.2.7.2. Sub-Task 2: Once reusable workflows have been identified and developed, provide these workflows as common templates (e.g., infectious disease outbreak, environmental disaster, infectious disease surveillance, chronic disease surveillance, etc.) as a starting point for other users to modify on their own.

C.2.8. SYSTEM ARCHITECTURE AND PERFORMANCE. The system must:

C.2.8.1. Sub-Task 1: Run in a CDC-compatible web browser that does not require software installation on any device and is compatible with the previous two versions of the browser, including Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Google Chrome and Apple Safari.

C.2.8.2. Sub-Task 2: Support stand-alone configuration on which to run a client as a separate, disconnected unit, with auto-sync enabled once re-connected to a network.

C.2.8.3. Sub-Task 3: Be able to scale horizontally to quickly accommodate an increase in number of users and data sources and sizes.

C.2.8.4. Sub-Task 4: Send and consume data via web services (Service-Oriented Architecture/SOA).

C.2.8.5. Sub-Task 5: Implement SOA to deliver platform functions (e.g., data ingestion, visualization, and export) as a "service" with a Representational State Transfer (REST) and Web Services Description Language (WSDL) to provide server-to-server interface via the web.

C.2.8.6. Sub-Task 6: Embed or integrate external third party Application Program Interfaces (APIs) as needed to support ingestion of data and other functionality (e.g., specialized mapping tools, mathematical modeling and forecasting software, etc.).

C.2.8.7. Sub-Task 7: Meet Section 508 accessibility compliance requirements.

C.2.8.8. Sub-Task 8: Implement WebGL APIs to enable 3D and 2D dynamic graphics.

C.2.8.9. Sub-Task 9: Meet the response time requirements for system operations and importing/exporting data (see requirements in Appendix A).

C.2.8.10. Sub-Task 10: Be able to scale up data volume to at least two (2) terabytes without response delays or performance issues.

C.2.8.11. Sub-Task 11: Have one single user interface across all applications available within the platform with a single sign-on.

C.2.9. PLATFORM AND DATA SECURITY. Provide security for the system and data that meets CDC and other federal requirements (e.g., HHSAR 352.239-72 (c) (4) (i)) as described in Section H, Special Contract Requirements.

C.2.9.1. Sub-Task 1: Restrict each user's access to information based on data tagging that he/she is cleared to access down to the data field level, as well as to modules of the platform that the user is authorized to access (e.g., only the dashboard and reports).

C.2.9.2. Sub-Task 2: Encrypt data in-transit and while at rest, as required.

C.2.9.3. Sub-Task 3: Provide platform, network and other information towards the completion of CDC IT security's Certification and Accreditation process and documentation.

C.2.10. DESIGN, DEVELOP AND DEPLOY SYSTEM. All of the work outlined in the previous tasks must support and enable the design, development and deployment of DCIPHER.

C.2.10.1. Sub-Task 1: Carry out the activities described in this contract using an Agile or similar incremental, iterative design-develop-deploy approach.

C.2.10.2. Sub-Task 2: Develop DCIPHER, workflows, use cases, GUI's and other views to meet the Priority Level 1 and 2 requirements outlined in Attachment 3, Appendix A.

C.2.10.3. Sub-Task 3: Deploy a platform that meets the needs of the CDC users onboarded onto DCIPHER.

C.2.10.4. Sub-Task 4: Support services. The Contractor shall provide services to maintain the equipment and software in good working order, keeping it free from material defects so that the equipment and software shall function properly and in accordance with the accepted level of performance. The Contractor shall provide services in all phases of DCIPHER software development lifecycle (planning, requirements, development, testing, and deployment).

C.2.11. OTHER DIRECT COSTS (ODC).

C.2.11.1. The contractor shall obtain preauthorization from the COR or contracting officer for any expenditure less than \$1,000 under ODCs but shall obtain COR and contracting officer for any expenditure greater than \$1,000 under ODCs. Each request shall include a detailed description of all anticipated services, materials and/or supplies. The COR and/or contracting officer will authorize a ceiling amount not to be exceeded. The contractor shall obtain competitive offers for each expenditure in order to obtain the best value for the Government. Reimbursement of expenditures for ODCs will be contingent solely on proper authorizations. If prior approval is not obtained, the contractor may not be reimbursed.

C.2.11.2. All materials purchased by the contractor for use or on behalf of the Government will become the property of the Government. The contractor shall document the transfer of material. The contractor shall provide an accounting of all materials consumed during the performance of individual elements of the contract.

C.2.12. TRAVEL.

C.2.12.1. The Contractor shall travel to CDC a minimum of six (6) times (2-3 people for 3-5 days) within the period of performance in order to carry out software implementation activities and provide on-going support services.

C.2.12.2. All travel requirements shall be pre-approved by the government including plans, agenda, itinerary, or dates. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 Travel Costs and in accordance with Federal Travel Regulation and Joint Travel Regulations.

C.2.12.3. Travel requirements under this contract shall be met using the most economical form of transportation available. **All travel shall be reimbursed at cost.**

C.2.13. TECHNICAL SUPPORT SERVICES.

C.2.13.1. Sub-Task 1: Support services. The Contractor shall provide services to maintain the equipment and software in good working order, keeping it free from material defects so that the equipment and software shall function properly and in accordance with the accepted level of performance. The Contractor shall provide services in all phases of DCIPHER software development lifecycle (planning, requirements, development, testing, deployment and project management). The Contractor shall use commercially reasonable efforts to provide corrections or work-arounds for any errors reported and determined to be in the equipment or software. The Contractor shall also provide its own offices, computers, phones and equipment for contractors to work offsite.

C.2.13.2. Sub-Task 2: Service Response. The contractor shall make available to the client contact information for requesting service of the hardware, software or documentation. The client must be able to request services during normal business hours. Extended coverage may be required in the case of an emergency such as a public health event or critical system failure.

C.2.13.3. Sub-Task 3: Emergency Support. The Contractor shall also provide its own offices, computers, phones and equipment for contractors to work remotely, particularly in case of an emergency. The DCIPHER Continuity of Operations Plan documents the requirements and is designed to: ensure personnel accountability throughout the duration of an emergency; ensure operational capability within hours of a disruption; and establish reliable processes and procedures to acquire resources necessary to continue essential functions and sustain operations for up to 30 days. The plan also addresses requirements of Emergency Response and Management, Information Technology, Disaster Recovery, the Occupant Emergency Program (OEP), and is consistent with all other general emergency and crisis management plans and procedures set forth by the Department of Health and Human Services (HHS). The storage location of backup data will be decided after discussion between CDC and the Contractor.

C.2.13.4. Sub-Task 4: Platform software updates. The Contractor shall provide services to maintain the platform software, including patches and updates in all phases of DCIPHER software development lifecycle (planning, requirements, development, testing, and deployment) and to all environments (production, staging, test, development, and disaster recovery).

C.2.14. TRAINING AND MAINTENANCE AND OPERATIONS. Provide platform and user training during and after deployment.

C.2.14.1. Sub-Task 1: Provide end-user training on system functions and use.

C.2.14.2. Sub-Task 2: Provide training for CDC system administrators to perform routine administrative tasks and support; e.g., creating a new user account, resetting passwords, generating user reports.

C.2.14.3. Sub-Task 3: Backup data, update and patch system and servers as needed.

C.3. SCHEDULE OF DELIVERABLES AND MILESTONES

| Deliverable/Milestone | Frequency | Date | Format | Deliver To |
|--|--|--|--|--|
| Kickoff meeting | One-Time | Within 10 days of award | N/A | DCIPHER leadership |
| Kickoff meeting minutes | One-Time | Within 2 business days of the kickoff meeting | Electronic via Microsoft Office Suite | Contracting Officer's Representative (COR) |
| Project Plan and timelines | One-Time | NLT 30 days after Kickoff meeting | Electronic via Microsoft Office Suite | COR |
| Risk Management Plan | One-Time | NLT 30 days after Kickoff meeting | Electronic via Microsoft Office Suite | COR |
| Summary Status Report | Monthly | 1 st of the month, beginning NLT 30 days after contract award | Electronic Microsoft Office Suite | COR |
| Status meeting | Bi-monthly | 1 st and 15 th of the month | Teleconference or in-person | DCIPHER leadership |
| Initial deployment of platform | One-Time | NLT 30 days after Kickoff meeting | Electronic | End users |
| Design documents | As needed | 1 st set of documents within 60 days after kickoff meeting | Electronic via Microsoft Office Suite | COR |
| User Acceptance Plan (including performance measures) | Once per workflow | 1 st one NLT 90 days after Kickoff meeting | Electronic Microsoft Office Suite | COR |
| User Acceptance Summary Report | Once per implemented workflow | NLT 15 days after completion of User Acceptance Testing of each workflow | Electronic Microsoft Office Suite | COR |
| C&A supporting documentation | As needed | 1 st set of documents within 30 days after kickoff meeting | Electronic via format dictated by respective documents (Microsoft Word, Adobe Acrobat PDF, etc.) | COR |
| An Open Issue and Resolution Log | Bi-monthly | 1 st and 15 th of the month | Electronic Microsoft Office Suite | COR |
| Earned Value Management Report | Monthly | The end of each month | Electronic Microsoft Office Suite | COR |
| Audit report for CDC-selected data subset that shows all changes made | Twice during the period of performance | 180 days after award, and 360 days after award | Electronic Microsoft Office Suite | COR |

| Deliverable/Milestone | Frequency | Date | Format | Deliver To |
|---|--|---|--|--------------------|
| to the data, its sourcing, and how it has been accessed and used over time | | | | |
| Translational data map for ingesting new data and mapping to existing variables | A core data map, then once per workflow (e.g., outbreak, surveillance, etc.) | 180 days after award, updates within 60 days of each workflow implementation | Electronic Microsoft Office Suite, Acrobat Adobe, or Microsoft Visio | COR |
| Compare a genetic sequence alignment analyzed in the platform to a known alignment processed outside of the platform | As needed | 1 st comparison NLT 60 days after completion of sequence alignment analysis capability | Electronic in DCIPHER, electronic comparison report in MS Office Suite | COR |
| Demonstrate that the platform identifies errors in CDC-selected fields | One-Time | 180 days after award | Electronic in DCIPHER | COR |
| Demonstrate linkage of datasets with common fields for linked records | One-Time | 180 days after award | Electronic in DCIPHER | COR |
| Data Dictionary | A core data dictionary, then once per workflow | NLT 120 days after award, then within 30 days of each workflow implementation | Electronic via Microsoft Office Suite | COR |
| List of CDC administrative procedures | Once per workflow | NLT 90 days after award, then within 30 days of each workflow implementation | Electronic via Microsoft Office Suite | DCIPHER leadership |
| List of users with their respective roles, rights, and permissions | Once per workflow, and on demand | 90 days after award, then within 30 days of each workflow implementation | Electronic via Microsoft Office Suite | DCIPHER leadership |
| Visualization of data model implemented in platform | Once per workflow | 210 days after award, then within 45 days of each workflow implementation | Demonstration | DCIPHER leadership |
| Two standard (“canned”) reports | Once per workflow | 210 days after award, NLT 45 days after each workflow is in production | Printed in Microsoft Word | COR |
| Diagram representation of high-level business | Once per workflow (e.g., outbreak, | NLT 30 days after each workflow is in | Electronic via | COR |

| Deliverable/Milestone | Frequency | Date | Format | Deliver To |
|--|---------------------|---|---------------------------------------|--------------------|
| process workflows as implemented in DCIPHER | surveillance, etc.) | production | Microsoft Visio | |
| Graphical representation of server and network configuration that includes process for scalability | One-Time | NLT 90 days after Kickoff meeting | Electronic via Microsoft Office Suite | COR |
| Pass CDC's Section 508 compliance review (or complete exemption) | One-Time | 240 days after award | Electronic via Microsoft Office Suite | COR |
| Documentation of platform response time for search/query function, and for data import using CDC-provided test database | One-Time | 180 days after award | Electronic via Microsoft Office Suite | COR |
| Pass CDC's IT security Certification and Accreditation | One-Time | NLT 180 days after award | Electronic via Microsoft Office Suite | COR |
| Training materials for end users and CDC administrators | As Needed | Within 1 week of 1 st training session for each group (end users and CDC administrators) | Electronic via Microsoft Office Suite | COR |
| Final platform review and sign-off all stakeholders | One-Time | End of first year | In person | DCIPHER leadership |

C.4. PERFORMANCE MATRIX

| Performance Measure Number | Desired Outcomes | Required Services | SLA Performance Standard (completeness, cost, reliability, accuracy, timeliness, quality) | Acceptable Quality Level (AQL) | Monitoring Method (Quality Assurance Surveillance Plan/QASP) | Incentives/ Disincentives |
|----------------------------|--|--|---|--|---|---|
| 1 | Audit capability that shows all changes made to data, their sourcing, and how they have been accessed and used over time | Perform software configuration | All capabilities will be implemented based on requirements | 100% | Observation, analysis, review of monthly status report | Favorable or Unfavorable Performance Evaluation |
| 2 | Flexible and user-friendly data analysis and visualization capabilities | Perform software configuration | All capabilities will be implemented based on requirements | 100% | Observation, analysis | Favorable or Unfavorable Performance Evaluation |
| 3 | User interface to enter, edit and manage epidemiological case and other data | Perform software configuration | All capabilities will be implemented based on requirements | 100% | Observation | Favorable or Unfavorable Performance Evaluation |
| 4 | Ability to interoperate with other CDC applications (e.g., Red Sky) | Perform software configuration | All capabilities will be implemented based on requirements | 100% | Observation, analysis, review of monthly status report | Favorable or Unfavorable Performance Evaluation |
| 5 | Implement workflows in the platform | Perform planning, requirements, development, testing, and deployment necessary to implement a workflow in the platform | All implementations and deliverables will be achieved within agreed-upon schedule between the COR and Project Lead. | All schedules variances for high level estimates across multiple phases of the project must be within +/- 25% 85% of the time. | Review of monthly status report, performance metrics and quarterly program reviews. | Favorable or Unfavorable Performance Evaluation |

| Performance Measure Number | Desired Outcomes | Required Services | SLA Performance Standard (completeness, cost, reliability, accuracy, timeliness, quality) | Acceptable Quality Level (AQL) | Monitoring Method (Quality Assurance Surveillance Plan/QASP) | Incentives/ Disincentives |
|--|--|--|--|---|--|---|
| 6 | Platform in use by EOC | Perform planning, requirements, development, testing, and deployment | All capabilities will be implemented based on requirements | ≥80% of functionality is operational within 30 days of Kickoff meeting | Observation, analysis, review of monthly status report | Favorable or Unfavorable Performance Evaluation |
| 7 | Ability to perform accurate genetic alignment analysis | Perform planning, requirements, development, testing, and deployment necessary to perform genetic distance (alignment) analysis with CDC-defined algorithm | Perform Rand or Wallace, or similar test statistic | 95% sequence identity and 100% agreement in the topology of the resulting phylogenetic tree | Written comparison report | Favorable or Unfavorable Performance Evaluation |
| 8 | The platform identifies data errors | Perform software configuration to support data validation checks for key fields (e.g., record identification and linking fields) | Perform data validation checks in the platform that identify data errors in a synthetic (i.e., realistic but not real) dataset against the known errors in the synthetic dataset | Identify ≥95% of errors in key fields | Electronic report | Favorable or Unfavorable Performance Evaluation |
| 9 | Ability to link datasets with fields in common | Perform software configuration | All capabilities will be implemented based on requirements | ≥95% of records linked; 100% of unlinked records marked for manual review | Electronic report | Favorable or Unfavorable Performance Evaluation |
| 10 (also see Appendix A for architecture requirements) | The platform meets CDC architecture requirements | Perform software design and platform architecture to support DCIPHER | Must comply with all CDC and HHS IT standards, which includes Enterprise Architecture | 100% | Observation, Analysis | Favorable or Unfavorable Performance Evaluation |

| Performance Measure Number | Desired Outcomes | Required Services | SLA Performance Standard (completeness, cost, reliability, accuracy, timeliness, quality) | Acceptable Quality Level (AQL) | Monitoring Method (Quality Assurance Surveillance Plan/QASP) | Incentives/ Disincentives |
|--|--|---|---|---|---|---|
| 11 | Fast platform response time | Perform performance testing | Must comply with platform performance requirements | < 5 seconds (search/query , application) < 60 seconds (data exports) | Performance test: Tresponse=n/r – Tthink, where n=100 concurrent users (max) r=# requests per second the server receives Tthink=avg think time (seconds) | Favorable or Unfavorable Performance Evaluation |
| 12 (also see Appendix A for architecture requirements) | The platform meets CDC platform and data security requirements | Perform software design and platform architecture | Must comply with all CDC and HHS IT data and messaging standards (PHIN, SNOMED, LOINC, HL7) | 100% | Observation, Analysis | Favorable or Unfavorable Performance Evaluation |
| 13 | Trained end users and platform administrators | Perform user training | Must provide training to the following staff: Minimum 15 trained end users Minimum 2 trained platform administrators | 100% | Observation | Favorable or Unfavorable Performance Evaluation |
| 14 | Maintain operations | Perform corrective maintenance on platform hardware | Mission-critical site hardware: 5 days x 8 hours (site time), <4 hours response; next business day restore Non-mission-critical hardware: 5 days x 8 hours, next business day response and restore | 99% of the time | Observation, Analysis | Favorable or Unfavorable Performance Evaluation |
| 15 | Software Development and Configuration | Perform coding changes to platform | All implementations, change requests and platform modifications will be achieved within agreed-upon schedule | All schedules variances must be within +-10% 85% of the time. | Review of weekly status report, review of monthly status report | Favorable or Unfavorable Performance Evaluation |

| Performance Measure Number | Desired Outcomes | Required Services | SLA Performance Standard (completeness, cost, reliability, accuracy, timeliness, quality) | Acceptable Quality Level (AQL) | Monitoring Method (Quality Assurance Surveillance Plan/QASP) | Incentives/ Disincentives |
|----------------------------|-------------------------------------|---|---|--|---|--|
| | | | between the COR and Project Lead. | | | |
| 16 | Platform development /Configuration | Perform DCIPHER modifications | All modifications to DCIPHER should not require more than 2 retests. | The number of retests shall not exceed 2. | Review of weekly status report, review of monthly status report | Favorable or Unfavorable Performance Evaluation. |
| 17 | Platform Deployment | Perform software development testing | There should be no more than 1% critical/showstop pers released into production. | Total number of critical/show stopper defects identified in production should not exceed 1% of the total defects | Review of weekly status report, review of monthly status report | Favorable or Unfavorable Performance Evaluation Corrective Action Preventive Action Plan (CAPA) required. |
| 18 | Customer satisfaction | Provide good customer service | After a workflow is implemented, a customer satisfaction survey will be performed and a rating assigned | must have a 85% Approval rating | Review of customer satisfaction survey | Favorable or Unfavorable Performance Evaluation |
| 19 | Annual customer feedback | Provide good customer service | An annual customer feedback survey will be performed and a rating assigned | must have a 85% Approval rating | Review of annual customer feedback survey | Favorable or Unfavorable Performance Evaluation |
| 20 | Project IT deliverables / processes | Provide IT deliverables that meet project standards | Must comply with all agreed up project procedures, and IT standards and guidance including software usability, process mapping, testing | All requirements must be met. | Review of project deliverables | Favorable or Unfavorable Performance Evaluation |

| Performance Measure Number | Desired Outcomes | Required Services | SLA Performance Standard (completeness, cost, reliability, accuracy, timeliness, quality) | Acceptable Quality Level (AQL) | Monitoring Method (Quality Assurance Surveillance Plan/QASP) | Incentives/Disincentives |
|----------------------------|------------------------------|---|---|--------------------------------|---|---|
| | | | procedures, documentation and formatting, testing procedures, etc. | | | |
| 21 | CDC IT standards / processes | Adherence to CDC IT standards and processes | Must comply with all HHS IT standards which includes, Enterprise Architecture, Security, 508 Compliance, Enterprise Lifecycle development (EPLC), Capital Planning Investment Control (CPIC). | All requirements must be met. | Review of project deliverables | Favorable or Unfavorable Performance Evaluation |
| 22 | Production support incidents | Resolve production support issues | All incidents reported are closed in 0-1 day | 65 % of the time | Review performance metric report | Favorable or Unfavorable Performance Evaluation |
| 23 | Production support incidents | Resolve production support issues | All incidents reported are closed in 2-7 days | 20% of the time | Review performance metric report | Favorable or Unfavorable Performance Evaluation |

C.5. DETAILED SYSTEM REQUIREMENTS/DETAILED SPECIFICATION OF ACTIVITIES

The Contractor must comply with all CDC policies and procedures, and IT standards and guidance. This includes deliverables and processes described in the Enterprise Lifecycle documents for all phases of the system development lifecycle. This includes documenting all functionality, software changes and enhancements, software usability, process mapping, testing, documentation and formatting, testing procedures, etc. The documentation must be in an industry standard format such as Current-State/Future-State workflow process diagrams, designs, data models, etc. as detailed above in the PWS. Additional project deliverables specifically tailored to the project may also be requested by COR.

C.6. EARNED VALUE MANAGEMENT (EVM) (see FAR 52.234-4)

The Contractor shall report to the COR earned value management information monthly for all project activities. Such reporting is required to report to CDC and HHS the cost, schedule, scope of the IT supporting investment.

C.7. CAPITAL PLANNING AND INVESTMENT CONTROL (CPIC)

The contractor shall report to the COR all documentation and metrics compliant with CPIC policy, which includes Major IT Business Case Document, Earned Value Management reporting, project risks, budget and schedule estimates.

Section D - Packaging And Marking

There are no clauses/provisions included in this section.

Section E - Inspection And Acceptance

E.1 FAR 52.246-4 Inspection of Services—Fixed-Price (Aug 1996)

(a) *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) 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.

(End of clause)

E.2 Inspection and Acceptance (Jul 1999)

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or his duly authorized representative (who for the purposes of this contract shall be the Project Officer) at the destination of the articles, services or documentation.

(End of Clause)

Section F - Deliveries Or Performance

F.1. FAR 52.242-15 Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if –

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
(End of Clause)

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

The Contractor shall perform all work under this contract at the contractor's facility primarily and occasionally at CDC..

(End of Clause)

F.3. Period of Performance (Jul 1999)

The period of performance shall be a base period of 12 months with options for two (2) 12-month options under FAR 52.217-9 .

Base Period: Date of Award through 12 Months

1st Option: 2nd 12 Months
2nd Option: 3rd 12 Months

(End of Clause)

F.4. Deliverable(s) Schedule (Jul 1999)

The Contractor shall deliver, within the time frames specified, Task Item(s) No. identified in C.3 to the Contracting Officer's Representative at the address shown in Section G.

| Item No. | Description | No. of Copies | Delivery Date |
|-------------|---------------------------------|---------------------|---------------------|
| 0001 - 0005 | See Section C, paragraph C.3 | As described in C.3 | As described in C.3 |

(End of Clause)

Section G - Contract Administration Data

G.1. Contract Communications/Correspondence (Jul 1999)

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

(End of Clause)

G.2. Contracting Officer (Jul 1999)

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

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

(End of Clause)

G.3. Contracting Officer Representative (COR)

- (a) A Contracting Officer Representative (COR) will be assigned to the contract. A COR will be assigned to each contract issued under the contract. The Contracting Officer will provide under separate cover the duties and responsibilities of the COR. The COR is not authorized to alter the requirements of this contract or contract without written approval of the Contracting Officer. The COR is not authorized to obligate any funds.
- (b) Performance of the work hereunder shall be subject to the technical directions of the designated COR for this contract.
- (c) 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 feels that 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 in a letter separate of any required report(s) within two (2) weeks of the date of receipt of the technical direction and no action shall be taken pursuant to the direction. If the Contractor fails to provide the required notification within the said two (2) week period that any technical direction exceeds the scope of the contract, then it shall be deemed for purposes of this contract that the technical direction was within the scope. No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.
- (d) The Government COR is not authorized to change any of the terms and conditions of this contract. Changes shall be made only by the Contracting Officer by properly written modification(s) to the contract.
- (e) The Government will provide the Contractor with a copy of the delegation memorandum for the COR. Any changes in COR delegation will be made by the Contracting Officer in writing with a copy being furnished to the Contractor.

(End of Clause)

G.4. Performance Based Contracting

This is a Performance Based Acquisition. To the maximum extent possible, the work has been defined in terms of outcomes rather than how the work is to be accomplished or how many hours will be required to perform the work. Performance standards will establish the performance level required by the Government to meet the contract

requirements. The standards shall be measurable and structured to permit an assessment of the contractor's performance. The contractor shall monitor its performance of the contract. The Government shall evaluate the contractor's effectiveness in managing compliance with the performance standards.

G.5. Electronic Subcontracting Reporting System (eSRS) (Dec 2005)

The contractor shall register with the Electronic Subcontracts Reporting System (eSRS) for the submission of its Individual Subcontract Report (SF 294) and the Annual Summary Reports (SF 295). Before registering in eSRS, the contractor information must be correct in Central Contractor Registration database. The eSRS is a world wide web-based application available at: <http://www.esrs.gov>. The eSRS website provides training and instruction for data submission.

(End of Clause)

G.6. Invoice Submission - Part 1 (Mar 2006)

CDCAG001 – Invoice Submission (Mar 2006)

(a) The Contractor shall submit the original contract invoice/voucher to the shown below:

The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 3033

Or – The Contractor may submit the original invoice/voucher 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 the invoice/voucher to the cognizant contracting office previously identified in this contract. These invoices/voucher 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 concurrently with submission to the Contracting Officer.

(d) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Financial Management Office 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

(End of Clause)

G.7. Payment by Electronic Funds Transfer (Dec 2005) (Dec 2005)

(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 (Jul. 2013), in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) In addition to System for Award Management, the contractor shall make the designation by submitting 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 Financial Management Office at (404) 498-4050.

(c) In cases where the contractor has previously provided such designation, 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
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333
Or – Fax copy to: 404-638-5342

(End of Clause)

G.8. CDC42.0002 Evaluation of Contractor Performance Utilizing CPARS (April 2013)

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

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

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

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor

representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.

[End of Clause]

Section H - Special Contract Requirements

H.1. HHSAR 352.203-70 Anti-Lobbying (Mar 2012)

ANTI-LOBBYING (MAR 2012)

Pursuant to the current HHS annual appropriations act, Public Law 112-74, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

- (a) Publicity or propaganda purposes;
- (b) the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself; or
- (c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

The prohibitions in subsections (a), (b) and (c) above shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

(End of clause)

H.2. HHSAR 352.239-70 Standard for Security Configurations (Oct 2009)

- (a) The Contractor shall configure its computers that contain HHS data with the applicable Federal Desktop Core Configuration (FDCC) (see <http://nvd.nist.gov/fdcc/index.cfm>) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

Note: FDCC is applicable to all computing systems using Windows XP™ and Windows Vista™, including desktops and laptops--regardless of function--but not including servers.

- (b) The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS. The following security configuration requirements apply: Approved security configurations are identified in NIST checklists (<http://web.nvd.nist.gov/view/ncp/repository>) or contained in a DoD DISA security technical implementation guide or security checklist <http://iase.disa.mil/stigs/index.html>. If CDC specific security configuration requirements are later determined to apply, they will be provided subsequent to contract award and incorporated by contract modification.

Note: The Contracting Officer shall specify applicable security configuration requirements in solicitations and contracts based on information provided by the Project Officer, who shall consult with the OPDIV/STAFFDIV Chief Information Security Officer.

(c) The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with FDCC Scanner capability to ensure its products operate correctly with FDCC configurations and do not alter FDCC settings--see <http://nvd.nist.gov/validation.cfm>. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products meet the latest FDCC major version and subsequent major versions.

(d) The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

(e) The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

(f) The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (see <http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>), Homeland Security Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.

(g) The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

(End of clause)

H.3. HHSAR 352.239-71 Standard for Encryption Language (Oct 2009)

(a) The Contractor shall use Federal Information Processing Standard (FIPS) 140-2-compliant encryption (Security Requirements for Cryptographic Module, as amended) to protect all instances of HHS sensitive information during storage and transmission. (Note: The Government has determined that HHS information under this contract is considered "sensitive" in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, dated February 2004.)

(b) The Contractor shall verify that the selected encryption product has been validated under the Cryptographic Module Validation Program (see <http://csrc.nist.gov/cryptval/>) to confirm compliance with FIPS 140-2 (as amended). The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative.

(c) The Contractor shall use the Key Management Key (see FIPS 201, Chapter 4, as amended) on the HHS personal identification verification (PIV) card; or alternatively, the Contractor shall establish and use a key recovery mechanism to ensure the ability for authorized personnel to decrypt and recover all encrypted information (see <http://csrc.nist.gov/drivers/documents/ombencryption-guidance.pdf>). The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative of personnel authorized to decrypt and recover all encrypted information.

(d) The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-2 (as amended).

(e) The Contractor shall ensure that this standard is incorporated into the Contractor's property management/control system or establish a separate procedure to account for all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive HHS information.

(f) The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

(End of clause)

H.4. HHSAR 352.239-72 Security Requirements for Federal Information Technology Resources (Oct 2009)

(a) Applicability. This clause applies whether the entire contract or order (hereafter "contract"), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing, information that directly supports HHS' mission. The term "information technology (IT)", as used in this clause, includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services) and related resources. This clause does not apply to national security systems as defined in FISMA.

(b) Contractor responsibilities. The Contractor is responsible for the following:

- (1) Protecting Federal information and Federal information systems in order to ensure their--
 - (i) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;
 - (ii) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and.
 - (iii) Availability, which means ensuring timely and reliable access to and use of information.
- (2) Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.
- (3) Adopting, and implementing, at a minimum, the policies, procedures, controls, and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.

(c) Contractor security deliverables. In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:

- (1) IT Security Plan (IT-SP)--due within 30 days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.
 - (i) The Contractor's IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:
 - (A) Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources.
 - (B) National Institute of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Federal Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.
 - (C) HHS-OCIO Information Systems Security and Privacy Policy.
 - (ii) After resolution of any comments provided by the Government on the draft IT-SP, the Contracting Officer shall accept the IT-SP and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. On an annual basis, the Contractor shall provide to the Contracting Officer verification that the IT-SP remains valid.

(2) IT Risk Assessment (IT-RA)--due within 30 days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor's final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.

(3) FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment)--due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor's final version into the contract.

(4) IT Security Certification and Accreditation (IT-SC&A)--due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems--see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer's Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems; and NIST SP 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SC&A and provide it to the Contracting Officer for review, comment, and acceptance.

(i) After resolution of any comments provided by the Government on the draft IT-SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor's final version into the contract as a compliance requirement.

(ii) The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:

- (A) Annual testing of the system contingency plan; and
- (B) The performance of security control testing and evaluation.

(d) Personal identity verification. The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Technical Representative (COTR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.

(e) Contractor and subcontractor employee training. The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COTR evidencing that Contractor employees have completed the required training.

(f) Government access for IT inspection. The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.

(g) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that--

- (1) Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
- (2) Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.

(h) Contractor employment notice. The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

(i) Document information. The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(j) Contractor responsibilities upon physical completion of the contract. The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.

(k) Failure to comply. Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

(End of clause)

H.5. Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Feb 2011)

(a) Holidays:

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

Government personnel observe the following listed days as holidays:

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)

H.6. Homeland Security Presidential Directive -12 (HSPD-12) Requirements (Nov 2011)

(Contract Clause)

(a) To perform the work specified herein, contractor personnel are expected to have routine 1) physical access to an HHS-controlled facility; 2) logical access to an HHS controlled information systems; or 3) access to sensitive HHS data or information, whether in an HHS controlled information system or in hard copy. This contract/order will entail the following position sensitivity level(s):

Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI). Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

(b) To gain routine physical access to an HHS facility, logical access to an HHS controlled information system, and or access to sensitive data or information, the contractor and its employees shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); Federal Information Processing Standards Publication Number 201; and with the personal identity verification and investigation procedures contained in the following documents:

- (1) HHS Information Security Program Policy
- (2) HHS Office of Security and Drug Testing, Personnel Security/Suitability Handbook, dated February 1, 2005
- (3) CDC Policy: "ISSUANCE AND UTILIZATION OF PIV CREDENTIALS"
- (4) CDC Policy: "IN- AND OUT-PROCESSING OF CDC FTEs, PSCs, CONTRACTORS, AND OTHER NON-FTEs"
- (5) CDC Policy: "PHYSICAL ACCESS TO CDC FACILITIES"
- (6) CDC Policy: "NATIONAL AGENCY CHECK AND INQUIRY PROCEDURES"

(c) The personnel investigation procedures for Contractor personnel require that the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation for a non-sensitive position is a National Agency Check and Inquiries (with fingerprinting). More restricted positions, above non-sensitive, require more extensive documentation and investigation. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.

(d) Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the

FAR clause, Excusable Delays--see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.

(e) Multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the extra investigation(s).

(f) Language similar to this Security section shall be included in any subcontracts which require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; or (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; access to an information system, access to sensitive data, regular or prolonged access to an HHS-controlled facility.

(g) Inquiries on matters that affect contract compliance or terms and conditions should be directed to the Contracting Officer or designee.

(h) Within seven (7) calendar days after final acceptance of the work specified herein, the contractor shall return all identification badges in accordance with CDC's Policy titled "In- And Out-Processing of CDC FTEs, PSCs, Contractors, and Other Non-FTEs Policy". Contractor employees who separate from service under the contract prior to final acceptance shall be out processed in accordance with that same policy.

(End of clause)

H.7. Non-Disclosure Agreement for Contractor and Contractor Employees (May 2009)

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."

c) The Contractor shall inform employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.

d) During the contract performance period, the Contractor is responsible to ensure that all additional or replacement contractors' employees sign a NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.

e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meeting where sensitive information may be discussed.

f) 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)

H.8. SECURITY COMPLIANCE

H.8.1. The contractor shall have the ability to host and maintain a system for data collection, management, use and reporting to support activities funded by the federal government. CDC will provide the following information to assist in the preparation of documents necessary for the Certification and Accreditation (C&A) of an Information System. The EGovernment Act of 2002, Federal Information Management Act and the below federal policies, dictate the framework for assuring information security for data systems operated by or on behalf of the federal government. These

H.8. 2. **OMB Circular A-130** (http://www.whitehouse.gov/omb/Circulars_a130_a130trans4/) establishes policy for the management of Federal information resources, pursuant to a number of laws and regulations, including the Paperwork Reduction Act of 1980 (amended in 1995), the Computer Security Act of 1987, and other laws. Circular A-130 requires all federal information systems to have security plans, emergency response capabilities, designated individuals who are responsible for security, security awareness training, and regular review of the system. Appendix III of Circular A-130, entitled “Security of Federal Automated Information Resources,” establishes a minimum set of controls to be included in Federal automated information security programs; assigns Federal agency responsibilities for the security of automated information; and links agency automated information security programs (such as the DHHS AISSP) with OMB Circular No. A-123.

H.8.3. The Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) (<http://csrc.nist.gov/policies/FISMA-final.pdf>) requires each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, offeror (including sub-offeror), or other source. The National Institute of Standards and Technology (NIST) has issued a number of publications that provide guidance in the establishment of minimum security controls for management, operational, and technical safeguards needed to protect the confidentiality, integrity, and availability of a Federal information system and its information.

H.8.3.1. Pursuant to Federal and HHS Information Security Program Policies the following standards and guidelines apply:

H.8.3.1.1. **FIPS Publication 200**, Minimum Security Requirements for Federal Information and Information Systems (<http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf>)

H.8.3.1.2. **FIPS Publication 199**, Standards for Security Categorization of Federal Information and Information Systems (<http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>)

H.8.3.1.3. **NIST Special Publication 800-18**, Guide to Developing Security Plans for Federal Information Systems (<http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>)

H.8.3.1.4. **NIST Special Publication 800-60**, Guide for Mapping Types of Information and Information Systems to Security Categories Vol. 1 (http://csrc.nist.gov/publications/nistpubs/800-60-rev1/SP800-60_Vol1-Rev1.pdf) and Vol. 2 (http://csrc.nist.gov/publications/nistpubs/800-60-rev1/SP800-60_Vol2-Rev1.pdf)

H.8.3.1.5. **NIST Special Publication 800-53**, Recommended Security Controls for Federal Information Systems and Organizations (<http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final-errata.pdf>)

H.8.3.1.6. **NIST Special Publication 800-63**, Electronic Authentication Guideline (http://csrc.nist.gov/publications/nistpubs/800-63/SP800-63V1_0_2.pdf)

H.8.4. The System Security Plan (SSP) is part of the Certification and Accreditation (C&A) process required by the EGovernment Act of 2002 and NIST Special Publication 800-18, 800-37 and will include selected mandatory controls required by NIST Special Publication 800-53, Volume I & II. The successful contractor in conjunction with the NCHHSTP Information System Security Officer (ISSO) will submit C&A documentation to the CDC Chief

Information System Officer (CISO). The successful completion of the C&A documents will result in an award of an Authority to Operate.

H.8.5. Based on guidance in FIPS 199 and NIST SP 800-60 the system will be assigned an overall security category (SC) of **LOW or MODERATE** based on (confidentiality, LOW/MODERATE), (integrity, LOW/MODERATE), and (availability, LOW/MODERATE) impact levels. These impact levels will be initially determined by the NCHHSTP ISSO and confirmed by the CDC OCISO Certifying Authority as part of the Certification and Accreditation process.

H.8.6. The successful contractor is responsible for providing pertinent security information to the NCHHSTP ISSO and Security Staff and assisting in completing the below CDC Certification and Accreditation documents to include Annual Assessments, Annual Business Continuity Plan, Re-Certifications and applicable significant/non-significant change requests. Appropriate security templates will be provided to the successful Contractor by the NCEZID Security Staff. Completed documents will be sent to the CDC Chief Information Security Office (CISO) for review, approval and subsequent issuance of an Authority to Operate (ATO):

H.8.6.1. Baseline System Information (BSI)

H.8.6.2. Privacy Impact Assessment (PIA)

H.8.6.3. System Security Plan (SSP)

H.8.6.4. Business Continuity Plan (BCP)

H.8.6.5. Risk Assessment Report (RAR)

H.8.7. Deliverable Table

| | | |
|---|--|---|
| BSI, PIA, SSP, BCP, RAR (C&A) | Completed Documents due to NCHHSTP ISSO 60 days prior to System Production date | Completed Documents Due to CDC Chief Information Security Office 45 days prior to production date |
| Recertification (required every 3 years or when significant change occurs) | Completed Documents due to NCHHSTP ISSO 60 days prior to System Production date | Completed Documents Due to CDC Chief Information Security Office 45 days prior to production date |
| <u>Annual Assessment/Business Continuity Plan (BCP)</u> | Completed Documents due to NCHHSTP ISSO 60 days prior to System Production date | Completed Documents Due to CDC Chief Information Security Office 45 days prior to production date |
| <u>Non-Significant Change Requests (OS or application version change, change in data variables)</u> | Completed documentation due to ISSO for signature prior to change implementation | Completed documentation due to OCISO for approval prior to change implementation |

H.8.8. The Contractor shall respond to the following seven security-associated requirements in the application:

H.8.9. **Position Sensitivity Designations.** CDC requires a Public Trust Level 5 for the following position sensitivity designations and associated clearance and investigation requirements apply under this licensing contract:

Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI). Licensor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

H.8.10. The contractor shall be required to submit a roster of all staff (including sub-contractor staff) working under the contract that will have the ability to access sensitive NCHHSTP HIV information from the system. The roster shall be submitted to the Project Officer/COR, with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within 15 calendar days of the change. The Contracting Officer shall notify the contractor of the appropriate level of

suitability investigations to be performed, but contractor employees and subcontractors who have met investigative requirements within the last five (5) years may only require an updated or upgraded investigation. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: <http://ais.nci.nih.gov/forms/Suitability-roster.xls>. Upon receipt of the Government's notification of applicable suitability investigations required, the contractor shall complete and submit the required forms within 30 days of the notification.

H.8.11. Privacy Compliance

Licensor in conjunction with CDC Center ISSO shall conduct and maintain an initial Privacy Impact Assessment (PIA) as defined by Section 208 of the E-Government Act of 2002. Periodic reviews shall be conducted by the system owner, with assistance from the CDC Center ISSO and contractor, to determine if a major change to the system has occurred, and if a PIA update is needed.

H.8.12. Contractor's Official Responsible for Information Security

The contractor shall include in the "Information Security" part of the Technical Proposal the name and title of its official who will be responsible for all information security requirements should the contractor be selected for an award.

H.8.13. Rules of Behavior

The contractor's employees and subcontractors shall comply with the HHS Information Technology General Rules of Behavior. (See Attachment 1)

H.8.14. Information Security Training

H.8.14.1. HHS policy requires that contractors and subcontractors shall receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements. The successful contractor shall be responsible for assuring that each employee, including subcontractors, has completed the HHS Computer Security Awareness Training course (or another course designated by CDC) prior to performing any contract work, and thereafter completing the HHS-specified annual refresher course during the period of performance of the contract. This would be provided at the Contractor's expense and would be the Contractor's responsibility to plan and arrange.

H.8.14.2. The contractor shall maintain a listing of all individuals who have completed this training and shall submit this listing to the project officer.

H.8.15. HSPD-12 Compliance

Federal Information Processing Standard 201 (FIPS-201) (vii) compliant, Homeland Security Presidential Directive 12 (HSPD-12) card readers shall: (a) be included with the purchase of servers, desktops, and laptops; and (b) comply with FAR Subpart 4.13, *Personal Identity Verification*.

H.8.16. Encryption

All sensitive CDC-funded data stored on desktop computers used on behalf of HHS shall be secured either through a FIPS 140-2 compliant encryption solution or through adequate physical security and operational controls at the desktop's residing location.

All mobile devices, portable media and transfer data files that contain sensitive CDC- data shall be encrypted using FIPS 140-2 compliant algorithms.

H.9. Section 508 of the Rehabilitation Act (29 USC 794d)

H.9.1. 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 Provisions (36 CFR part 1194), require that, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit:

H.9.1.1. Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and

H.9.1.2. Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

H.9.2. Accordingly, any vendor submitting a proposal/quotation/bid in response to this solicitation must demonstrate compliance with the established EIT accessibility provisions. Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.

H.9.3. The Section 508 standards applicable to this solicitation are identified in the Statement of Work/Specification/ Performance Work Statement. In order to facilitate the Government's evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

H.9.4. Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products and/or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products and/or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government – i.e., after award of a contract/order, that products and/or services delivered do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its expense.

H.9.5. The applicable provisions of this solicitation are: 1194.21, .22, .31, and .41.

Section I - Contract Clauses

Section I-1 - Clauses Incorporated By Reference

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

<http://www.acqnet.gov>
<http://farsite.hill.af.mil/>

(End of Clause)

| FAR SOURCE | TITLE AND DATE |
|-------------------|---|
| 52.203-3 | Gratuities (Apr 1984) |
| 52.203-5 | Covenant Against Contingent Fees (May 2014) |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government (Sep 2006) |
| 52.203-7 | Anti-Kickback Procedures (May 2014) |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997) |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions (Oct 2010) |
| 52.203-13 | Contractor Code Of Business Ethics And Conduct (Apr 2010) |
| 52.204-4 | Printed Or Copied Double-Sided On Postconsumer Fiber Content Paper (May 2011) |
| 52.204-7 | System For Award Management. Alternate I (Jul 2013). |
| 52.204-10 | Reporting Executive Compensation And First-Tier Subcontract Awards (Jul 2013) |
| 52.204-13 | System For Award Management Maintenance (Jul 2013) |
| 52.209-6 | Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Aug 2013) |
| 52.209-9 | Updates Of Publicly Available Information Regarding Responsibility Matters (Jul 2013) |
| 52.215-2 | Audit And Records - Negotiation (Oct 2010) |
| 52.215-8 | Order Of Precedence - Uniform Contract Format (Oct 1997) |
| 52.215-10 | Price Reduction For Defective Certified Cost Or Pricing Data (Aug 2011) |
| 52.215-11 | Price Reduction For Defective Certified Cost Or Pricing Data - Modifications (Aug 2011) |
| 52.215-12 | Subcontractor Certified Cost Or Pricing Data (Oct 2010) |
| 52.215-13 | Subcontractor Certified Cost Or Pricing Data - Modifications (Oct 2010) |
| 52.215-15 | Pension Adjustments And Asset Reversions (Oct 2010) |
| 52.215-18 | Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions (Jul 2005) |
| 52.215-19 | Notification Of Ownership Changes (Oct 1997) |

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|-----------|---|
| 52.215-21 | Requirements For Certified Cost Or Pricing Data Or Information Other Than Certified Cost Or Pricing Data - Modifications (Oct 2010) |
| 52.215-23 | Limitations On Pass-Through Charges (Oct 2009) |
| 52.216-7 | Allowable Cost and Payment (Jun 2013) |
| 52.216-24 | Limitation Of Government Liability (Apr 1984) |
| 52.219-8 | Utilization Of Small Business Concerns. (Oct 2014) |
| 52.219-9 | Small Business Subcontracting Plan – Alternate II (Oct 2014) |
| 52.219-16 | Liquidated Damages – Subcontracting Plan (Jan 1999) |
| 52.219-28 | Post Award Small Business Program Representation (Apr 2012) |
| 52.222-1 | Notice To The Government Of Labor Disputes (Feb 1997) |
| 52.222-3 | Convict Labor (Jun 2003) |
| 52.222-4 | Contract Work Hours And Safety Standards Act - Overtime Compensation (Jul 2005) |
| 52.222-15 | Certification Of Eligibility (Feb 1988) |
| 52.222-21 | Prohibition Of Segregated Facilities (Feb 1999) |
| 52.222-26 | Equal Opportunity (Mar 2007) |
| 52.222-35 | Equal Opportunity For Veterans (Jul 2014) |
| 52.222-36 | Equal Opportunity For Workers With Disabilities (Jul 2014) |
| 52.222-37 | Employment Reports On Veterans (Jul 2014) |
| 52.222-40 | Notification Of Employee Rights Under The National Labor Relations Act (Dec 2010) |
| 52.222-48 | Exemption From Application Of The Service Contract Act To Contracts For Maintenance, Calibration, Or Repair Of Certain Equipment Certification (Feb 2009) |
| 52.222-50 | Combating Trafficking In Persons (Mar 2015) |
| 52.223-6 | Drug-Free Workplace (May 2001) |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011) |
| 52.224-1 | Privacy Act Notification (Apr 1984) |
| 52.224-2 | Privacy Act (Apr 1984) |
| 52.225-13 | Restrictions On Certain Foreign Purchases (Jun 2008) |
| 52.227-1 | Authorization And Consent (Dec 2007) |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement (Aug 1996) |
| 52.227-17 | Rights In Data – Special Works(Dec 2007) |
| 52.229-3 | Federal, State, And Local Taxes (Feb 2013) (Feb 2013) |
| 52.232-1 | Payments (Apr 1984) |
| 52.232-7 | Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012) |
| 52.232-8 | Discounts For Prompt Payment (Aug 2005) |
| 52.232-9 | Limitation On Withholding Of Payments (Aug 2005) |
| 52.232-11 | Extras (Aug 2005) |
| 52.232-17 | Interest (Oct 2010) |

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|------------------------|--|
| 52.232-18 | Availability of Funds (Apr 1984) |
| 52.232-23 | Assignment Of Claims (Jan 1986) |
| 52.232-22 | Limitation of Funds (Apr 1984) |
| 52.232-25 | Prompt Payment (Jul 2013) |
| 52.232-33 | Payment By Electronic Funds Transfer-System For Award Management (Jul 2013) |
| 52.233-1 | Disputes (Jul 2002) |
| 52.233-3 | Protest After Award (Aug 1996) |
| 52.233-4 | Applicable Law For Breach Of Contract Claim (Oct 2004) |
| 52.237-3 | Continuity Of Services (Jan 1991) |
| 52.239-1 | Privacy Or Security Safeguards (Aug 1996) |
| 52.242-13 | Bankruptcy (Jul 1995) |
| 52.243-1 | Changes - Fixed Price (Aug 1987) |
| 52.243-1 Alternate III | Changes - Fixed Price - Alternate III (Apr 1984) |
| 52.244-5 | Competition In Subcontracting (Dec 1996) |
| 52.243-2 | Changes-Cost-Reimbursement |
| 52.244-6 | Subcontracts For Commercial Items (Oct 2014) |
| 52.245-1 | Government Property (Apr 2012) |
| 52.245-2 | Government Property Installation Operation Services (Apr 2012) |
| 52.246-25 | Limitation Of Liability - Services (Feb 1997) |
| 52.249-4 | Termination For Convenience Of The Government (Services) (Short Form) (Apr 1984) |
| 52.249-8 | Default (Fixed-Price Supply And Service) (Apr 1984) |
| 52.253-1 | Computer Generated Forms (Jan 1991) |

HHSAR SOURCE**TITLE AND DATE**

| | |
|------------|--|
| 352.201-70 | Paperwork Reduction Act (Jan 2006) |
| 352.202-1 | Definitions (Jan 2006) |
| 352.222-71 | Contractor Cooperation in Equal Employment Opportunity Investigations (Jan 2010) |
| 352.231-71 | Pricing of Adjustments (Jan 2001) |
| 352.239-70 | Standard for Security Configurations (Jan 2010) |
| 352.239-71 | Standard for Encryption Language (Jan 2010) |
| 352.239-72 | Security Requirements for Federal Information Technology Resources (Jan 2010) |
| 352.239-73 | Electronic and Information Technology Accessibility (January 2010) |
| 352.270-1 | Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (Jan 2001) |
| 352.270-6 | Restriction on Use of Human Subjects (January 2006) |

Section I-2 - Clauses Incorporated In Full Text

I.2. FAR 52.202-1 DEFINITIONS (NOV 2013) (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR [2.101](#) in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
 - (b) The contracting parties agree to a different definition;
 - (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
 - (d) The word or term is defined in FAR [Part 31](#), for use in the cost principles and procedures.
- (End of clause)

I.3. FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

I.4. FAR 52.217-8 -- Option to Extend Services (Nov 1999)

As prescribed in [17.208](#)(f), insert a clause substantially the same as the following:

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

I.5. FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

As prescribed in [17.208](#)(g), insert a clause substantially the same as the following:

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of Clause)

I.6. FAR 52.227-14 Rights in Data - General Alternate II (Jun 1987)

(a) *Definitions.* “Computer software,” as used in this clause, means computer programs, computer data bases, and documentation thereof.

“Data,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data,” as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in –

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to –

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright* –

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.*

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data

may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for

good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor –

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also –

- (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or
- (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (Jun 1987)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *[Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state.]*

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld

pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

(End of Clause)

I.7. FAR 52.227-16 -- Additional Data Requirements (Jun 1987)

As prescribed in [27.409\(d\)](#), insert the following clause:

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data -- General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data -- General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data -- General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of Clause)

I.8. 52.232-32 Performance-Based Payments (April 2012)

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

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

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

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

- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments.
- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's-
- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.
- (f) Title.
- (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see [45.101](#)), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights.
- (1) No payment or vesting of title under this clause shall-
- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause-
- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's certification. **As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:**
- I certify to the best of my knowledge and belief that-
- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I.9. FAR 52.234-4 Earned Value Management System (May 2014)

As prescribed in [34.203\(c\)](#), insert the following clause:

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor’s current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor’s EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall—

- (1) Apply the current system to the contract; and
- (2) Take necessary actions to meet the milestones in the Contractor’s EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

d) The Contracting Officer may require an IBR at—

- (1) Exercise of significant options; or
- (2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a an authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:
[Insert list of applicable subcontractors.]

(End of clause)

I.10. FAR 52.246-20 Warranty of Services (May 2001)

(a) *Definitions.*

“Acceptance,” as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor 30. This notice shall state either –

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

I.11. CDC37.0001 Non-Personal Services (April 2013)

(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)

I.12. CDC Needle Exchange (May 2013)

No funds appropriated in the FY13 Appropriations Act and obligated to this contract may be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

(End of clause)

I.13. Prohibition of Food, Meals and Light Refreshments

The inclusion of food, meals, beverages or light refreshments is expressly prohibited in the performance of this contract and is considered an unallowable contract expense. This prohibition on the inclusion of food will be flowed

down and included in all subcontracts, purchase orders, and agreements issued in the performance of this contract. Food and meals may not be accepted and will not be provided even if offered at no additional cost to CDC.

(End of Clause)

Section J - List Of Attachments

Attachment 1 – Rules of Behavior

Attachment 2 – Appendix A, DCIPHER for Ebola Event Response Platform

Attachment 3 – Major IT Business Case Document

Attachment 4 – SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form

Attachment 5 – Non-Disclosure Agreement Exhibits I and II

Attachment 6 – Quality Assurance Surveillance Plan (on award)

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

| FAR SOURCE | TITLE AND DATE |
|------------|---|
| 52.204-3 | Taxpayer Identification (Oct 1998) |
| 52.209-5 | Certification Regarding Responsibility Matters (Apr 2010) |
| 52.215-6 | Place of Performance (Oct 1997) |
| 52.222-25 | Affirmative Action Compliance (Apr 1984) |
| 52.227-15 | Representation of Limited Rights Data and Restricted Computer Software (Dec 2007) |
| 52.234-3 | Notice of Earned Value Management System - Post Award IBR (Jul 2006) |

K.2. Representations and Certifications (Sep 2009)

CDC0_H031 Representations and Certifications

The Representations, Certifications and Other Statements of Offerors submitted by _____ dated _____ are hereby incorporated by reference, with the same force and effect as if they were given in full text. The on-line Representations and Certifications is located at <https://orca.bpn.gov>.

(End of Clause)

K.3. Contact for Negotiation/Administration (May 1998)

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

Name: _____ Title: _____

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

Area Code: _____ Telephone: _____

Bidder/Offeror is located in _____ Congressional District.

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

(End of Clause)

K.4. FAR 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.5. FAR 52.222-22 Previous Contracts and Compliance Reports.

As prescribed in [22.810\(a\)\(2\)](#), insert the following provision:

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It has, has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.6. FAR 52.226-2 Historically Black College or University and Minority Institution Representation. (Oct 2014)

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

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

“Minority institution” means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 ([20 U.S.C. 1067k](#)), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act ([20 U.S.C. 1101a](#)).

(b) *Representation.* The offeror represents that it—

___ is ___ is not a historically black college or university;

___ is ___ is not a minority institution.

(End of provision)

K.7. FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software.

(a) This solicitation set forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: 'Limited rights data' and 'Restricted computer software' are defined in the contract clause entitled 'Rights in Data--General.'

(End of provision)

K.8. FAR 52.215-6 Place of Performance.

As prescribed in [15.209\(f\)](#), insert the following provision:

Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, __ intends, __ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| | |
|--|---|
| Place of Performance (Street Address, City, State, County, ZIP Code) | Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent |
|--|---|

| | |
|-------|-------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |

(End of provision)

K.9. CDC42.0001 Contractor Performance Assessment Reporting System (CPARS) Requirements (Apr 2013)

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

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

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

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

Provide the current CPARS representative information below.

PRINT OR TYPE NAME

EMAIL ADDRESS AND PHONE NUMBER

[End of Provision]

Section L - Instructions, Conditions, And Notices To Offerors

L.1. FAR 52.252-1 Solicitation Provisions Incorporated by Reference.

As prescribed in [52.107\(a\)](#), insert the following provision:

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=browsefar>

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

(End of provision)

| FAR SOURCE | TITLE AND DATE |
|-------------------|--|
| 52.204-6 | Data Universal Numbering System Number (Jul 2013) |
| 52.215-1 | Instructions to Offerors – Competitive Alternate I (Jan 2004) |
| 52.222-46 | Evaluation of Compensation for Professional Employees (Feb 1993) |

L.2. General Instructions (Negotiated) (Jan 2000)

(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 following instructions establish the acceptable minimum requirements for the format and content of proposals.

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

(d) The proposal must be signed by an official authorized to bind your organization. You must submit 1 copy of your proposal to:

Centers for Disease Control and Prevention
Attn: Pat Billins
Solicitation No. 2015-N-17649

(e) Facsimile proposals are not authorized unless this solicitation incorporates FAR 52.215-5, Facsimile Proposals, in Section L.

(f) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M, Evaluation Factors for Award.
(End of Provision)

L.3. FAR 52.216-1 Type of Contract (Apr 1984)

The Government will award a firm fixed price contract resulting from this solicitation.

(End of Provision)

L.4. FAR 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, **Stephen Lester**, (addressed as follows) by obtaining written and dated acknowledgment of receipt from Centers for Disease Control and Prevention Office of Acquisition Services, 2920 Brandywine Road, Atlanta, GA 30341.

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

(End of provision)

L.5. FAR 52.232-28 Invitation to Propose Performance-Based Payments (March 2000)

As prescribed in [32.1005](#)(b)(1), insert the following provision:

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR [52.232-32](#), in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR [52.232-32](#), Performance-Based Payments, the terms of the clause at FAR [52.232-32](#) shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must—

(i) Comply with FAR [32.1004](#);

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR [32.1004](#) for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of—

- (i) The projected performance-based payment dates and the projected payment amounts; and
- (ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

L.6. Performance-based Payment Schedule. Offeror shall include a Performance-based Payment Schedule (in accordance with paragraph L.6) for contract line item numbers 0001, 1001 and 2001.

L.7. Incurring Costs (May 1998)

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

(End of Provision)

L.8. Inquiries (May 1998)

Inquiries concerning the solicitation document should be submitted in writing to the issuing office. Any additions, deletions, or changes to the solicitation will be made by an amendment. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION CONTRACTING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT SHALL BE SUBMITTED TO THE CONTRACTING OFFICE. Inquiries should be received at the Contracting Office no later than 11/12/2015, and may be submitted via e-mail to pbillins@cdc.gov or mailed hard copy to the address shown as the issuing office on the cover sheet of the solicitation.

(End of Provision)

L.9. CDC0_M016: Business Proposal, Fixed Price (May 2004)

The business proposal shall be comprised of the following elements:

(a) **Contract Form, Section B, and Representations and Certifications.** The contract form found in Part I, Section A, a completed copy of Section B (Supplies or Services and Prices/Costs), and the completed Representations and Certifications contained in Part IV, Section L, of this solicitation. The contract form and the Representations and Certifications must be executed in the indicated places by an official authorized to bind the Offeror.

(b) **Audited Financial Statements.** A copy of the Offeror's audited financial statements for the last three (3) complete fiscal years. If audited financial statements are not available, provide the most recent review, compiled or internally prepared financial statements. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). In addition, provide an internally prepared financial statement for the most recent fiscal quarter and a listing of any accounts payable that were 90 days or more past due as of the end of that most recent quarter along with an explanation of why these accounts were overdue.

(c) **Staffing Plan.** 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.

(d) **Cost and Pricing Data.** Cost and pricing data is not required with initial proposals. If it is determined at a later date that cost and pricing data is required, the offeror must submit supporting cost and pricing data adequate to establish the reasonableness of the proposed amounts.

(e) **Subcontracting Plan.** The offeror, prior to being awarded a contract, must submit an acceptable subcontracting plan (see FAR 52.219-9) or demonstrate that no subcontracting opportunities exist. (Note: This requirement does not apply to small business concerns or to offers which do not exceed \$500,000.00 (\$1,000,000.00 for construction) or to offers from non-domestic concerns.)

(f) **Other Administrative Data**

(1) **Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.** In addition, it must contain a statement to the effect that it is firm for a period of at least 60 days from the date of receipt by the Government.

(2) Your proposal must list any current commitments with the Government relating to the work or services and indicate whether these commitments will or will not interfere with the completion of work and services as contemplated under this proposal.

(3) Your proposal must identify any former HHS employee(s) to be utilized on this project by providing the individual's name when employed by HHS, where employed, and the capacity in which employed.

(4) The offeror must demonstrate that it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. In addition to the submission of financial statements, this includes submission of information regarding available line of credit, bonding capability, and available plant and facilities for contract performance. (If assistance from outside sources is required, indicate the amount required and the anticipated source(s).)

(5) It is HHS policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to provide Government furnished property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal a description and the estimated cost of each item, and state whether you propose to furnish the item with your own funds. You must identify all Government-owned property in your possession that you propose to use in performing the prospective contract.

(6) The Optional Form 310, entitled Protection of Human Subjects, Assurance Identification/Certification/Declaration shall be completed, signed, and returned with your proposal if human subjects will be involved in any research activities.
(End of Clause)

L.10. IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal entitled, "Information Security." *Information Security* is applicable to this solicitation because all information systems developed, operated, or used by or on behalf of the Federal Government must comply with Federal Information Security laws, policies and standards. We provide the following information to assist in the preparation of proposals in order to assure that the existing data system, which would be licensed for use by CDC grantees and CDC employees, meet the security standards described below. The EGovernment Act of 2002, (Federal Information Management Act) and the below federal policies dictate the framework for assuring information security for data systems operated by or on behalf of the Federal government. These are summarized below.

Data Collation and Integration for Public Health Event Responses (DCIPHER) for Ebola Event Response
(End of Provision)

L.11. SOLUTION SUMMARY REQUIREMENTS

L.11.1. In order to be considered for this contract the requirements below must be met. **Each offeror must describe how its proposed solution meets these requirements in no more than two (2) pages of single spaced text, 12 point Times New Roman font.** These pages will not be connected count toward the overall length of the proposal.

L.11.1.1. The proposed solution as configured in the proposal must be currently implemented in a US public health jurisdiction (federal, state, local, tribal, or territorial) for outbreak management and response.

L.11.1.2. The proposed solution as configured in the proposal must be in use for at least three (3) years.

L.11.1.3. Proven track record of deploying the proposed solution for a client within a very short period of time (e.g., 30 days). Please provide the name and point of contact information for the client.

L.11.1.4. The proposed solution as configured in the proposal must include all of the following areas of functionality in a scalable, web-based unified platform with a single user interface that facilitates quickly onboarding new users and ease of use during event responses:

L.11.1.4.1. Data integration of disparate data streams in real time.

L.11.1.4.2. Data visualization that includes epidemiology curves, geospatial maps, and genetic snippet sequencing.

L.11.1.4.3. Data analysis that includes univariate and inferential statistics.

L.11.1.4.4. Secure data sharing including personally identifiable information, and Federal Information Processing Standard (FIPS) 140-2 encryption of data while in transit and at rest.

L.11.1.4.5. Data management that incorporates the DCIPHER data model and that supports manipulating and editing of the data.

L.11.1.4.6. User management that includes onboarding external users via Secure Access Management Services (SAMS) and directly creating external users and assigning them to editable user groups that govern their access and rights (i.e., not via an authentication protocol such as CDC's Lightweight Directory Access Protocol).

L.11.1.5. Proposals that do not meet all of these requirements or that only offer tools to support part of the above list of functionalities will not be considered.

(End of Provision)

L.12. REQUEST FOR PROPOSAL (RFP).

The RFP response shall be submitted by the closing date in the content, format, and copies specified. RFP responses shall be submitted via email only. Four (4) volumes are required. Each volume, excluding Volume I, shall include a Table of Contents. Proposals in response to the RFP shall be submitted as follows:

| Volume | Title | Electronic Copies | Maximum Page Limit |
|---------------|--|--------------------------|---------------------------|
| I | Solution Summary (L.11) | 1 | 2 |
| II | Technical Proposal -Technical Approach -Management Plan -Staffing Plan -Similar Experience | 1 | 25 |
| III | Past Performance | 1 | 6 |
| IV | Business Proposal | 1 | None |

L.12.1. The Solution Summary Volume I shall follow the guidelines identified in paragraph L.11.

L.12.2. The Technical Proposal Volume II shall clearly identify the offeror's Technical Approach, Management Plan, Staffing Plan and Similar Experience in response to the requirements outlined in the PWS. **Large businesses shall submit a Small Business Subcontracting Plan in accordance with FAR 19.704, Subcontracting plan requirements, to afford the maximum practical opportunity for all small business segments. The Small Business Subcontracting Plan will incorporate the elements of FAR 52.219.9 (Small Business Subcontracting Plan, October 2015).**

L.12.3. The Past Performance Volume III shall be organized in the following manner:

L.12.3.1. Relevant Contract Experience Descriptions. This section shall include the following contract information in the following format:

L.12.3.2. Description of experience followed by identification of relevant tasks and rationale for relevancy to task in the PWS. Identify each contract listed by: Contract Number, award date, contract type (e.g., indefinite delivery/indefinite quantity (IDIQ), firm fixed-price (FFP), time & material (T&M) labor-hour (LH), cost reimbursement), total dollar value, Procuring Contracting Officer's name, address, phone number, and email address.

L.12.3.3. A copy of any cure notices or show cause letters received on each contract listed and a description of any corrective action by the offeror or proposed subcontractor. Provide the required information concerning terminations actions. This information shall be submitted for ALL contracts terminated, in whole or in part, for default or convenience during the past three (3) calendar years from the due date of the proposal. Additionally, information should be provided for any contract currently in the process of such terminations. This information is required for any contract, similar or not to the proposed effort.

L.12.4. Offerors are reminded that both independent data and data provided by offerors' proposals may be used by the Government to evaluate an offeror's past performance. It is incumbent upon the offeror to explain the relevance of the data provided.

L.13. LABELING INSTRUCTIONS.

The proposal shall be labeled with the following information:

- Volume number
- Title
- Request for proposal number
- Offeror's name

Proposals shall be marked "SOURCE SELECTION SENSITIVE"

L.14. OFFER SUBMISSION.

Proposals must be received no later than 4 December 2015, at 1400 hours Eastern Time. Submit proposals via e-mail to pbillins@cdc.gov. All information shall be confined to the appropriate volumes. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. No pricing information is to be presented in any part of the proposal outside of the Business Proposal (Volume III).

Section M - Evaluation Factors For Award

M.1. 52.217-5 Evaluation of Options.

As prescribed in [17.208\(c\)](#), insert a provision substantially the same as the following:

Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2. Technical Evaluation Criteria

The following criteria will be used to technically evaluate proposals/quotations and will be weighted as indicated in establishing a numerical rating for all technical proposals submitted.

(End of Provision)

M.3. Evaluation Criteria

| Technical Volume Evaluation Criteria | Value of Criteria |
|--------------------------------------|-------------------|
| Technical Approach | 45 |
| Management Plan | 25 |
| Staffing Plan | 10 |
| Similar Experience | <u>20</u> |
| Total | 100 |

M.3.1. Technical Approach: Offeror shall provide a discussion of their technical approach for providing the services required for this contract.

M.3.2. *This criterion will be evaluated according to the soundness, practicality, and feasibility of the offeror's technical approach for providing the services required for this contract.*

M.3.3. Management Plan: Offeror shall provide a management plan that describes its approach for managing the work, to include subcontract management if applicable.

M.3.4. *This criterion will be evaluated according to the soundness, practicality, and feasibility of the offeror's staffing and management plans for this contract.*

M.3.5. Staffing Plan: Offeror shall provide a staffing plan that demonstrates its understanding of the labor requirements for this contract.

M.3.6. *This criterion will be evaluated according to the soundness, practicality, and feasibility of the offeror's staffing and management plans for this contract.*

M.3.7. Similar Experience: The offeror shall document and demonstrate experience, expertise, and capacity managing similar or related work that is comparable in complexity and scope to the required tasks in the SOW. The documentation or references shall demonstrate the offeror's ability to perform work on time, within budget, and at a high level of quality.

M.3.8. *This criterion will be evaluated for how well similar experiences compare to the services to be performed under the Statement of Work (SOW).*

M.3.9. Past Performance:

M.3.9.1. The Government will assess the offeror's recent and relevant performance in accordance with FAR 15.305, Proposal Evaluation, based on services expected to perform. *Recent* is defined as an on-going effort or one that has been performed during the past three (3) years from the date of issuance of this solicitation. *Relevant* is defined as efforts that are the same or similar in nature, size and complexity to the services being procured under this solicitation.

M.3.9.2. Offerors (to include significant subcontractors) without a record of relevant past performance or for whom no past performance information is available will not be evaluated favorably or unfavorably on past performance.

M.3.9.3. If the past performance information is adverse, the offeror may be given an opportunity to provide a rebuttal if not previously provided such an opportunity.

M.3.9.4. *This criterion may be evaluated for quality of services; timeliness of performance; meeting schedule records; key personnel management; ability to provide quality personnel and adequate non-labor resources for the life of the contract; business relations including the achievement of small business goals and compliance with limitation of subcontracting (when applicable); cost control; effectiveness of internal and external communications; ability to understand and resolve deficiencies in a timely manner with no adverse impact on the program or task; general responsiveness to contract requirements; and customer satisfaction.*

M.3.10. Price:

M.3.10.1. Offeror shall include a Performance-based Payment Schedule (in accordance with Section L, paragraph L.6) for contract line item numbers 0001, 3001 and 6001.

M.3.10.2. A price analysis of the proposal may be conducted to determine the reasonableness of the Offeror's price proposal. Only proposals that are rated technically acceptable will be reviewed. A price realism analysis of the proposal may be conducted for such purposes as determining an Offeror's understanding of the solicitation's requirements or assessing risk associated with an Offeror's proposal.
(End of Provision)

M.4. Relationship between Cost or Price and Technical Strength (May 1998)

Offerors are advised that in the proposal evaluation process, technical merit and other non-cost factors will be **more** important than cost or price.
(End of Provision)

M.5. Award Without Discussions and Competitive Range Determination.

M.5.1. As set forth in FAR 52.215-1 (f)(4), the Government intends to evaluate proposals and award contracts without discussions with offerors (except clarifications as described in FAR 15.306(a), Clarifications and award without discussions). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer (CO) later determines them to be necessary.

M.5.2. In the event that discussions are held, a competitive range determination will be made. If the CO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.