

**CENTERS FOR DISEASE CONTROL AND  
PREVENTION (CDC)**

**BROAD AGENCY ANNOUNCEMENT (BAA)  
75D301-20-R-67897**

**Applied Research to Address The Coronavirus (COVID-19)  
Emerging Public Health Emergency**

**ORIGINAL ISSUANCE DATE:  
CLOSING DATE:**

**March 11, 2020  
March 25, 2020**

## TABLE OF CONTENT

|  |           |
|--|-----------|
| <b><i>PART I - INTRODUCTION</i></b> .....  | <b>4</b>  |
| <b>Authority</b> .....   | <b>4</b>  |
| <b>Process</b> .....   | <b>4</b>  |
| Step 1 - E-mail Contact (Technical Dialogue) .....   | 4         |
| Step 2 - Informal White Paper (Technical Dialogue).....  | 5         |
| Step 3 - Submission of Formal Research Proposal.....   | 5         |
| Step 4 - Contract Award for Selected Projects .....  | 5         |
| <b>Government Obligation</b> .....   | <b>6</b>  |
| <b>BAA Points of Contact</b> .....   | <b>6</b>  |
| <b><i>PART II CDC RESEARCH INTERESTS</i></b> .....   | <b>6</b>  |
| <b>OVERVIEW</b> .....  | <b>6</b>  |
| <b>Topic 1: Surveillance, natural history, and household transmission of SARS CoV-2 (DVD/RB)</b> .....   | <b>6</b>  |
| <b>Topic 2: Diagnostics development and novel technology development and evaluation to improve diagnostic testing capabilities for COVID-19 detection (DVD/RB)</b> ..... | <b>7</b>  |
| <b>Topic 3: Immune response and transmission dynamics for SARS CoV-2 (DVD/RB)</b> .....  | <b>7</b>  |
| <b>Topic 4: Host infection dynamics for SARS CoV-2 (DVD/RB)</b> .....  | <b>7</b>  |
| <b>Topic 5: Prospective Cohorts to Assess COVID-19 and Other Respiratory Diseases (ID/EPB)</b> .....   | <b>8</b>  |
| <br>   |           |
| <b>PART III - WHITE PAPER SUBMISSION</b> .....   | <b>11</b> |
| <b>Use of Non-Government Personnel</b> .....   | <b>11</b> |
| <b>White Paper Evaluation Criteria</b> .....   | <b>11</b> |
| <b>White Paper Format and Content</b> .....  | <b>11</b> |
| <b>White Paper Submission</b> .....  | <b>12</b> |
| <b><i>PART IV - PROPOSAL PREPARATION AND SUBMISSION</i></b> .....  | <b>13</b> |
| <b>General Information</b> .....   | <b>13</b> |
| Eligibility.....   | 13        |
| Post-Employment Conflict of Interest.....  | 13        |
| Restrictive Markings on Proposals .....  | 13        |
| Reporting Requirements .....   | 14        |
| Non-U.S.Citizen Participation .....  | 14        |
| Period of Performance .....  | 14        |
| Contract Types .....   | 14        |
| Cost Certification .....   | 15        |
| Funding.....   | 15        |
| Proposal Submission .....  | 15        |
| Follow-On Contracts .....  | 15        |
| Proposal Copies.....   | 15        |
| Mailing Addresses.....   | 15        |
| <b>Proposal Preparation Instructions</b> .....   | <b>16</b> |
| Section I - Technical Section Contents.....  | 17        |
| Section II - Administrative Section Contents .....   | 19        |
| Contract Type .....  | 19        |
| Environmental Considerations .....   | 19        |
| Organizational Conflicts of Interest .....   | 19        |
| Disclosure Requirement .....   | 20        |
| Understanding of Evaluation Policy .....   | 20        |
| Representations, Certifications and Other Statements of Offerors .....   | 20        |

|   |           |
|---|-----------|
| Subcontracting Plan.....                                    | 20        |
| Title to Equipment.....                                     | 20        |
| Section III - Cost Section Contents .....                   | 21        |
| Period of Performance.....                                  | 21        |
| Direct Labor .....  | 21        |
| Materials.....  | 21        |
| Other Direct Costs .....                                    | 21        |
| Travel .....  | 21        |
| Subcontracts .....  | 21        |
| Consultants .....   | 21        |
| Miscellaneous.....  | 21        |
| Indirect Costs.....   | 22        |
| Fee/Profit.....   | 22        |
| <b><i>PART V - PROPOSAL EVALUATION.....</i></b>             | <b>23</b> |
| <b>Initial Review .....</b>                                 | <b>23</b> |
| <b>Scientific Review.....</b>                               | <b>23</b> |
| Proposed Research .....                                     | 23        |
| Potential Contribution .....                                | 23        |
| Offeror's Qualifications .....                              | 23        |
| Personnel.....  | 23        |
| Cost Realism .....  | 23        |
| Administrative Proposal .....                               | 23        |
| <b>Proposal Comparisons .....</b>                           | <b>23</b> |
| <b><i>PART VI - PROPOSAL FORMS and ATTACHMENTS.....</i></b> | <b>24</b> |

## PART I - INTRODUCTION

### Authority

The Centers for Disease Control and Prevention (CDC), National Center of Immunization and Respiratory Diseases (NCIRD) issues this Broad Agency Announcement (BAA) under the provisions of FAR 35.016 and FAR 6.102(d)(2) which provides for the competitive selection of research proposals. Contracts that are awarded based on responses to this BAA are as a result of full and open competition and therefore in full compliance with the provisions of PL 98-369, "The Competition in Contracting Act of 1984."

The CDC may award contracts with educational institutions, nonprofit organizations, not for profit organizations, state and local government, and private industry for research and development (R&D) in those areas covered in Part II of this BAA.

Within the meaning of FAR 6.102 and 35.016, this announcement constitutes the government's solicitation for this effort. There will be no other solicitation issued in regard to this requirement. Offerors should be alert for any BAA amendments that may be posted on beta.SAM.gov.

### Process

Funding of research within CDC will be determined by funding constraints and research priorities set during each fiscal year. Therefore, those contemplating submission of a white paper are encouraged to contact the CDC BAA technical point of contact as noted below to determine whether the research warrants further inquiry. If the research warrants further inquiry and if funding is available, then submission of a white paper/proposal will be entertained. **For all email inquiries to the Subject Matter Expert Technical POC, please copy the CDC BAA Technical Coordinator as well.**

The following four-step sequence is established for offerors contemplating submission of a white paper or a proposal under this BAA. This sequence allows for an early determination of the potential for interest based on technical merit, applicability to CDC and projected funding. This process is designed to limit offeror and Government expenditure of effort to prepare and review formal proposals for research that may have little chance of being funded.

### Step 1 – Email Contact (Technical Dialogue)

Once the BAA is issued, technical dialogue can begin. Technical dialogue between the Government and the potential offeror is the first step. The initial point of contact may direct offerors to a specific scientific/technical point of contact based on the topic area and specifics of the proposed research project. The initial contact points for each area of research interest identified in Part II is listed below.

| Area Of Interest   | Title   | Division /Branch | SME Name          | SME Email                                      |
|--|---|------------------|-------------------|--|
| <b>Area of Interest 1: Surveillance, natural history and household transmission of SARS CoV-2</b>  |   | <b>DVD/RVB</b>   | John Watson       | <a href="mailto:acq4@cdc.gov">acq4@cdc.gov</a> |
| <b>Topic 1.1</b>   | Outcomes of SARS CoV-2 infections among different age groups in the US population                     |                  |                   |  |
| <b>Topic 1.2</b>   | Natural history of SARS CoV-2 infections among special populations                                    |                  |                   |  |
| <b>Area of Interest 2: Diagnostics development and novel technology development and evaluation to improve diagnostic testing capabilities for COVID-19 detection</b> |   | <b>DVD/RVB</b>   | Steve Lindstrom   | <a href="mailto:sql5@cdc.gov">sql5@cdc.gov</a> |
| <b>Area of Interest 3: Immune response and transmission dynamics for SARS CoV-2</b>  |   | <b>DVD/RVB</b>   | Natalie Thornburg | <a href="mailto:ax3@cdc.gov">ax3@cdc.gov</a>   |
| <b>Topic 3.1</b>   | Antibody production against SARS CoV-2 for research reagents and potential therapeutics               |                  |                   |  |
| <b>Topic 3.2</b>   | Development of small animal models to define transmission and pathogenesis of SARS CoV-2              |                  |                   |  |
| <b>Topic 3.3</b>   | Identifying mechanism of possible immune mediated pathologies during COVID-19                         |                  |                   |  |
| <b>Topic 3.4</b>   | Characterize seroprevalence of SARS CoV-2 antibodies in the US population                             |                  |                   |  |
| <b>Area of Interest 4: Host infection dynamics for SARS CoV-2</b>  |   | <b>DVD/RVB</b>   | Suxiang Tong      | <a href="mailto:sot1@cdc.gov">sot1@cdc.gov</a> |
| <b>Topic 4.1</b>   | Conduct a CRISPR screen for SARS CoV-2 to identify critical host cell components for viral infection. |                  |                   |  |

**Topic 4.2** Perform transcriptome analysis of patients samples with viral respiratory infection (COVID-19) to identify specific biomarkers of the disease

**Topic 4.3** Investigate the transcriptional response to SARS CoV-2 infection in epithelial cells at the single cell level

**Area of Interest 5: Prospective Cohorts to Assess COVID-19 and Other Respiratory Diseases** ID/EPB Mark Thompson [isq8@cdc.gov](mailto:isq8@cdc.gov)

**Topic 5.1** Conduct prospective cohort studies to assess household transmission, transmissibility of infection, rates of infection and illness for key population groups, clinical epidemiology of disease, and characteristics of medically and non-medically attended COVID-19 cases

## Step 2 – Submission of Informal White Paper (Technical Dialogue)

This step is a continuation of the technical dialogue for projects of interest. Submission of a white paper **does not require an explicit request or invitation from CDC**. Offerors may submit a white paper even if there was no technical dialogue with the SME. Additionally, from time to time, the scientific point of contact may request that an offeror submit an informal white paper. The white paper can be **no more than 4 pages in length (include cover page, appendices, etc.)**. The purpose of the white paper is to facilitate the SME’s understanding of the scientific and technical aspects of the proposed research project. Use of the white paper is intended to determine which efforts are of sufficient scientific and technical merit prior to submission of a formal research proposal as described in Part IV; therefore, informal white papers should not be so lengthy or detailed as to constitute a formal proposal (see Part IV). Informal white papers should contain a Rough Order of Magnitude (ROM) (e.g. “Estimated Cost”). A ROM **is NOT** a full blown business proposal. Instead, it is merely a “statement or a range” that provides a high level estimate of what the offeror believes the project will cost.

**NOTE: CDC cannot discuss budget estimates or number of awards expected and cannot review draft white papers prior to submission.**

Please note that the Government may use non-Government participants during the white paper review process (See Part III – Use of Non-Government Personnel).

All submitted white papers will undergo an initial review for technical merit and program applicability. **See Part III for specific evaluation criteria.**

**NOTE: Once white papers are submitted technical dialogue STOPS!**

## Step 3 - Submission of Formal Research Proposal

If there is sufficient interest in a proposed research project, the Contracting Officer will invite the offeror to submit a formal research proposal (see Part IV). **During the preparation of the offeror’s proposal, technical dialogue may resume.** The purpose of the technical dialogue is to facilitate the Government’s understanding of the scientific and technical aspects of the proposed research project. **However, once proposals are submitted, communication between scientific personnel and the technical review team STOPS!**

Please note that the Government may use non-Government participants during the evaluation of the proposals technical section (See Part III – Use of Non-Government Personnel).

## Step 4 - Contract Award for Selected Projects

All proposals will receive an initial review (see Part V) and the Contracting Officer will notify the offeror, in writing, whether the proposal will be processed for award. The primary basis for selecting proposals for award shall be scientific/technical merit, importance to agency programs, corporate capabilities, and personnel. Cost realism, reasonableness and fund availability will also be considered to the extent appropriate. Past performance will also be considered. **Any contract resulting from this process will include all standard FAR clauses or the appropriate alternates applicable to the contract type for the proposed project and offeror institution. See Part V for specific evaluation criteria.** The Government has the right to make multiple awards.

**NOTE: Projects will be funded as contracts, NOT GRANTS.**

## Government obligation

Persons submitting white papers and proposals are cautioned that only a Contracting Officer may obligate the Government to any contract involving expenditure of Government funds. **The Government is under no obligation to pay for the cost of for the development of white papers or proposals. Furthermore, there is no commitment on behalf of the Government to fund any proposal.** Contractors are caution that the submission of a white paper and a proposal is submitted strictly on a voluntary bases.

## BAA POINTS OF CONTACT

CDC's COVID-19 BAA Technical Coordinator and point of contact is Jan Gum, who may be reached by email at [tzg7@cdc.gov](mailto:tzg7@cdc.gov).

Based on the research topic area, CDC has multiple contractual points of contact. The POCs and the research areas they are responsible for is listed below.

| Name                    | Research Topic Area | Telephone Number | Email  |
|-------------------------|---------------------|------------------|--|
| Mr. Ronnie Williams     | #1, #2              | 404-498-2594     | <a href="mailto:oga3@cdc.gov">oga3@cdc.gov</a> |
| Ms. Christina McMichael | #3, #4, #5          | 770-488-2697     | <a href="mailto:wpm6@cdc.gov">wpm6@cdc.gov</a> |

## PART II - CDC RESEARCH INTERESTS

### Overview

The Centers for Disease Control and Prevention (CDC) works to protect the U.S. from health, safety and security threats, both foreign and domestic. Specifically, CDC works with its partners to monitor health, detect and investigate health problems, conduct research to enhance and implement prevention strategies, develop and promote sound public health policies, promote healthy behaviors, foster safe and healthful environments, respond to current and emerging threats, and provide public health leadership and training.

CDC's role as the nation's health protection agency is to operate 24/7 in order to keep people healthy and safe. The agency accomplishes this goal by working to: detect and respond to new and emerging health threats; address the biggest health problems causing death and disability; move science and advanced technology into actions to prevent disease; promote health and safe behaviors, communities and environments; develop leaders by training the public health workforce; and understand the health pulse of the nation.

For this announcement, CDC is requesting white papers for the following areas, which are further described below:

### Topic #1: Surveillance, natural history and household transmission of SARS CoV-2

DVD/RVB

#### Topic 1.1 Outcomes of SARS CoV-2 infections among different age groups in the US population

SRS COV 2 infections will be tracked longitudinally among different population of individuals infected with this virus. Outcome assessments will include patient interviews and follow up lab test among patients of different age groups, and special population including pregnant women, and patients with underlying conditions.

#### Topic 1.2 Natural history of SARS CoV-2 infections among special populations

Patterns of shedding and from different anatomic sites along with immune correlates will be studied among different populations related to severity of clinical illness age groups and patients with specific underlying conditions. Shedding studies will include virus isolation, and detection of antibodies through multiple assays.

**Topic #2: Diagnostics development and novel technology development and evaluation to improve diagnostic testing capabilities for COVID-19 detection** **DVD/RVB**

There is a need for broader molecular and rapid diagnostic testing. We are looking for external partners to develop new technologies for patient testing.

- Develop molecular diagnostic tools to be deployed to clinical and hospital laboratories
- Develop point of care tests to be deployed to emergency departments and outpatient facilities
- Develop novel molecular or antigen based technologies to be used for COVID-19 testing in inpatient, outpatient, and research settings

**Topic #3: Immune response and transmission dynamics for SARS CoV-2**

**DVD/RVB**

**Topic 3.1 Antibody production against SARS CoV-2 for research reagents and potential therapeutics**

- Generate mouse monoclonal antibodies against the spike protein
- Perform initial characterization of monoclonal antibodies including antibody sequencing
- Generate human recombinant antibodies from mouse monoclonal antibody sequences

**Topic 3.2 Development of small animal models to define transmission and pathogenesis of SARS CoV-2**

Disease course and large variance in clinical severity indicate that COVID-19 may have an immunopathogenesis component. Additionally, the transmission patterns may be significantly different than MERS or SARS-CoV. Having small animal models would benefit the community in studying pathogenesis and transmission. CDC is looking for partners to develop appropriate models.

- Test SARS-2 replication in natural small animal models and define if there are any signs of disease
- Develop necessary transgenic / knock in models for more efficient viral replication
- Test transmission of virus between animals
- Determine if prior exposure to viral antigens mediates enhanced disease
- Determine if vaccination of animals protects against viral challenge
- Testing of putative antiviral

**Topic 3.3 Identifying mechanism of possible immune mediated pathologies during COVID-19**

Innate, cellular or antibodies may contribute to COVID-19 disease severity. CDC is looking for partners to test: antibody dependent enhancement of disease and identification of human biomarkers for more severe disease

**Topic 3.4 Characterize seroprevalence of SARS CoV-2 antibodies in the US population**

CDC is looking to partner with scientific partners to perform serum collections from healthy people of different age groups. We would like to track prevalence of SARS-2 specific and common coronavirus cross reactive antibodies in the US population.

**Topic #4: Host infection dynamics for SARS CoV-2**

**DVD/RVB**

**Topic 4.1 Conduct a CRISPR screen for SARS CoV-2 to identify critical host cell components for viral infection.**

CDC is looking for outside partners to use CRISPR technologies in a host factor screen for nCoV. In addition to revealing critical molecular interactions between host cells and the virus, such a screen might identify some druggable host factors. If successful, the benefit can be that the dependency on certain host pathways is conserved across several coronaviruses (as already shown for ACE2 as receptor) and a “broader-spectrum” antiviral could be developed. We have demonstrated this in principle for flaviviruses, where we found pathways that are important for all mosquito-borne members.

**Topic 4.2 Perform transcriptome analysis of patients samples with viral respiratory infection (COVID-19) to identify specific biomarkers of the disease**

There is some indication that COVID-19 disease severity may be in part be mediated by host response. We are looking for partners to enroll COVID-19 patients in research studies to examine host transcriptional response overtime.

- Identify COVID-19 patients and categorize by disease severity
- Collect research specimens from patients over the course of disease
- Use systems biology approaches to identify host cell responses that may predict disease severity

**Topic 4.3 Investigate the transcriptional response to SARS CoV-2 infection in epithelial cells at the single cell level**

It may be beneficial to determine how SARS-2 might initiate more pathogenesis at the single cell level than other respiratory viruses. Investigating the transcriptional responses to respiratory virus infection in epithelial cells at the single cell level might allow us to both characterize the response within infected cells as well as the uninfected neighboring cells. The power of single cell sequencing is especially apparent in experiments like these, since different cellular states might be observed, depending on the infection status of each cell. CDC is looking for external partners to perform these studies in human epithelial cell models.

## **Topic #5: Prospective Cohorts to Assess COVID-19 and Other Respiratory Diseases**

**ID/EPB**

### **Topic 5.1 Conduct prospective cohort studies to assess household transmission, transmissibility of infection, rates of infection and illness for key population groups, clinical epidemiology of disease, and characteristics of medically and non-medically attended COVID-19 cases.**

CDC is seeking collaborators with existing cohort protocols, procedures, and institutional review board (IRB) approvals that were developed as part of influenza pandemic preparedness who can propose innovative ways to adapt this research infrastructure to the urgent needs surrounding novel coronavirus disease (COVID-19) response. Specifically, innovative solutions are needed to modify these existing or pre-approved cohorts to conduct surveillance to identify infections with severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), to assess the epidemiology of COVID-19, and to compare COVID-19 with illness associated with co-circulating influenza and other viruses. Through these cohort evaluations, CDC seeks to provide information regarding the transmissibility of infection, the rates of infection and illness for key population groups, clinical epidemiology of disease, and the characteristics of medically and non-medically attended COVID-19. This newly gathered information can be compared with existing evidence regarding the epidemiology of influenza and other respiratory virus diseases and can inform the adaptation of existing influenza transmission and burden models to SARS-CoV-2 and COVID-19.

Target populations of interest include people of all ages (infants, children, working-age adults, and older adults), pregnant and lactating women, healthcare personnel, first responders, and those with underlying medical conditions that increase their risk of severe disease. Cohort methods may be focused on individual participants or households.

Primary objectives of this effort include:

- 1) Assess the incidence of laboratory-confirmed SARS-CoV-2 infection and COVID-19 illness; specifically, assess both symptomatic and asymptomatic infections.
- 2) Describe the clinical signs and symptoms of COVID-19, duration of illness, and impact on functioning (e.g., missed school or work due to illness; going to work or school while ill); examine whether presentation, severity, and duration of disease differs for key populations of interest (e.g., pregnant women, children, older adults).
- 3) Determine the proportion of COVID-19 illnesses that are not medically attended in the examined population and the factors associated with seeking medical care, being clinically tested for infection, and receiving relevant treatments.
- 4) For household studies, estimate the risk of secondary transmission and serial interval of infection within households; examine the role of different age groups and household relationships in transmission; inform estimates of reproductive number. Household transmission of COVID-19 can be studied during different waves of activity of this virus. Households will vary by age group and a subset of households should include school-aged children.
- 5) Examine secondary adverse outcomes relevant to specific high-risk populations; for example, subsequent worsening of underlying health conditions, increased risk for cardiac events, functional status declines among older adults, pregnancy and delivery complications, and impairments to infant and child development.
- 6) Examine the participant characteristics (e.g., age, sex, underlying medical conditions), household, and environmental factors that may increase the risk of infection and/or modify the manifestation of disease.
- 7) As possible, collect similar information toward these objectives for influenza virus infection and illness (and other viruses if relevant) during months when these viruses co-circulate.

Secondary objectives include:

- 8) Compare molecular diagnosis relying on alternative specimen types (e.g., nasopharyngeal vs. mid-turbinate nasal swabs).
- 9) Examine the duration of viral shedding (as a proxy for infectiousness) by age associated with infection and the inter-individual variability in the magnitude of duration of shedding; examine how viral shedding dynamics may differ for certain population groups and/or have different impact and implications (e.g., school-aged children, pregnant and post-partum women, health care personnel).
- 10) Assess antibodies to SARS-CoV-2 before and after periods of SARS-CoV-2 circulation for serologic diagnosis of infection; determine the proportion of laboratory-confirmed COVID-19 illness that corresponds with associated elevation in SARS-CoV-2 antibodies.



- 11) Assuming more than one wave of circulation occurs within the observation period, document the frequency of SARS-CoV-2 infection among those with pre-existing antibodies to SARS-CoV-2; inform models of population immunity and susceptibility.
- 12) Assist in the evaluation of the kinetics of immune response to symptomatic infection by collecting blood serum before or during illness and during a convalescent period post-infection; determine the proportion of infections that result in neutralizing immunity; examine whether these kinetics differ for key population groups, including pregnant women, older adults, and others whose immune systems may be impaired or modified.
- 13) Identify the knowledge, attitudes, and practices (KAP) that predict willingness to receive a SARS-CoV-2/COVID-19 vaccine once available; examine how these KAP predictors compare with established KAP related to influenza and other vaccines and how they may differ by individual, occupational, or environmental factors.

CDC seeks innovative methods to meet these objectives and to optimize the total value of these efforts; as relevant, offerors should describe:

- How they will optimize enrollment and cohort retention; how they will use best practices to address enrolment and retention challenges for special populations and those who are often under-represented in cohort studies;
- How they will analyze and document the representativeness of the cohort to the source population;
- How other circulating viruses, such as influenza, will be assessed; the potential relevance of co-infections with other pathogens should be described;
- The combination of methods they will use to conduct ongoing surveillance for symptomatic illness; innovative methods that leverage technologies, such as mobile phones, and supplement self-report with daily monitoring for medical encounters among cohort members are encouraged;
- How information on health histories and medical encounters will be documented;
- Their capacity to estimate population incidence and risk factors by embedding prospective cohorts within well-characterized source populations, such as integrated healthcare systems, is particularly valuable;
- Their strategy for confirming infection by molecular or serologic diagnostics and measuring humoral and cell mediated immune response to infection; this may include partnerships with Public Health, academic, or commercial laboratories; alternatively, if an offeror intends to rely on CDC for some or all laboratory activities, this should be specified;
- How their prospective cohort could potentially be utilized to evaluate prevention and control activities in the future; such future activities, such as evaluation of vaccine immunogenicity and effectiveness, would require separate funding, protocols, and IRB approvals;
- How they will conduct simultaneous surveillance for influenza virus infection and disease during periods of co-circulation.

Given the urgent need for public health response to COVID-19, offerors should establish that their previous work on influenza pandemic readiness optimizes their ability to implement prospective cohort surveillance and evaluations in an efficient, effective, and timely manner. Priority will be given to offerors who establish:

- Capacity to leverage an existing prospective cohort for these objectives;
- Capacity to draw upon existing recruitment activities, validated lists of potential enrollees, or established methods to pre-screen participants;
- Pre-approved cohort protocols and tools that can be implemented; these should be directly applicable to evaluations within a pandemic;
- Capability of testing persons under investigation, cases, and contacts using PCR and antibody detection through serology;
- Experience piloting these activities via a pandemic exercise or other pandemic-relevant context;
- Institutional review board approvals for the proposed activities;
- Existing staff resources that are available to implement the protocol and procedures;
- Executed subcontract mechanisms to conduct the proposed activities;
- A track record of successful implementation of similar surveillance and evaluation activities with the target population;
- Capacity to collect sera from some (or all) participants at the start and end of surveillance and at relevant milestones during the observation period;
- Capacity to collect, process, and recover peripheral blood mononuclear cells;
- Capacity to collect and manage the data required by this effort;
- The overall likelihood that they can initiate their cohort evaluation within one month of award.

Qualified offerors may propose stand-alone projects for their institution. However, joint proposals by collaborating institutions (or through a contract research organization) who can use a common protocol, tools, data management, IRB, and project management resources are encouraged if this will optimize the value to CDC. Although CDC's

needs are primarily focused on US populations, offerors that propose unique opportunities for activities outside of the US will also be considered.

The period of interest to CDC is September 2020 to August 2021. Offerors should specify how active surveillance and specimen collection will occur during these 12 months and what regional and local factors would trigger changes in surveillance activities.

### PART III - WHITE PAPER SUBMISSION

Steps 1 and 2 provide for technical interchange prior to the submission of a formal proposal. Any questions or clarification of project objectives or methods may be directly discussed between the Government technical representatives and the potential offerors during the Technical Dialogue. The purpose of the Technical Dialogue is to obviate excessive expenditure of resources for projects that do not warrant consideration based on insufficient technical merits or funding limitations.

#### Use of Non-Government Personnel

Offerors are hereby notified that non-Government participants may have access to the offerors' white papers and that providing a white paper shall constitute consent to the disclosure of proprietary information to all non-Government participants in the white paper review process. The non-Government participants are employees of commercial firms under contract to the Government and they will be authorized access to only those portions of the white paper and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems, and for tracking and recording purposes. All non-Government participants have executed a Certificate of Non-Disclosure.

#### WHITE PAPER EVALUATION CRITERIA

White papers will be reviewed to determine if the proposed effort supports the research interest identified in Part II of this BAA. White papers will be evaluated by a technical review team using the following criteria:

- Technical Merit (Novelty, Impact, Scientific Rigor)
- Program Applicability (Priority, Gap)
- Timeframe Feasibility (Risk, Experience, Resource)

Offerors receiving a **favorable review** of their white paper will be requested to submit a formal proposal. Offerors receiving an **unfavorable review** of their white paper will not receive a request to submit a formal proposal. To be eligible for award a white paper must be submitted.

Upon completion of white paper evaluations, offerors will be notified whether or not their white paper was favorably received. Favorable review of a white paper does not constitute selection of the proposed effort for contract award and will not establish a binding commitment for the Government to fund the effort in whole or in part.

#### WHITE PAPER FORMAT AND CONTENT

**Each white paper must adhere to all of the following requirements and should be no more than 4 pages in length per subtopic area. The email subject line for the white paper shall include research topic number and subtopic title.**

- White Paper must be written in the following format:
  - a. Font size: 12-point, unreduced
  - b. Single-spaced
  - c. Paper size: 8.5 by 11 inches
  - d. Page Margin Size: One inch
  - e. Printed only on one side of page
  - f. Descriptive Title of the Proposed Project
  - g. BAA Number
- White paper submissions shall be unclassified.

- Project description addressing in sufficient detail the characteristics identified in **Part II**. The offeror may submit an individual white paper for any or all of the topic areas under Part II.
- Point of contact.
- A rough order of magnitude (ROM) cost estimate to implement the research effort.
- An estimated timeline to complete the project.

## **WHITE PAPER SUBMISSION**

This BAA is open and in effect for 14 days from the date of release (**March 11, 2020 through March 25, 2020**). **THIS IS AN IMMEDIATE CALL FOR WHITE PAPERS.** Prior to submission of a white paper offerors are strongly encouraged to contact the CDC BAA technical point of contact for the research topic/subtopic of interest. White papers must be received electronically by 3:00 PM EST on **March 25, 2020** in order to be considered for further evaluation. White papers should be submitted electronically to the COVID-19 BAA Technical Coordinator, Jan Gum at [tzg7@cdc.gov](mailto:tzg7@cdc.gov).

***\*\*Please allow adequate time for your submission to get through the CDC firewall. We highly recommend allowing 5 or more minutes for this process. All white papers received after the 3:00 p.m. deadline will not be considered for review\****

## PART IV - PROPOSAL PREPARATION AND SUBMISSION

### General Information

This section is intended to provide information needed in preparing research proposals for submission to CDC. Proposals submitted under this BAA must contain technical, administrative, cost, and other supporting information as described below.

Most of the information needed to prepare a proposal will be found within this section. Blank proposal forms are included in Part VI and are designed to provide the required information needed for contracting purposes. Use of the enclosed proposal forms will expedite award of the research contract.

All proposals should include the information specified in this announcement in order to avoid delays in evaluation.

CDC encourages nonprofit organizations, educational institutions, small business, small disadvantaged business concerns, HubZones, Service-Disabled Veteran-Owned Small Businesses (SDVOSBS) and Woman Owned Small Businesses (WOSB) concerns to submit white papers for consideration.

This announcement is an expression of interest only and does not commit the Government to reimburse any proposal preparation cost for responding. The cost of the proposal preparation in response to this announcement is not considered an allowable expense to the normal bid and proposal indirect costs as specified in FAR 31.205-18. Any request for white paper or submission of a full proposal does not guarantee award. The Government reserves the right to cancel this requirement at any time and shall not be liable for any cost of proposal preparation or submission.

Any contractual questions concerning the preparation or content of the research proposal should be directed to:

| Name                    | Research Topic Area | Telephone Number | Email  |
|-------------------------|---------------------|------------------|--|
| Mr. Ronnie Williams     | #1                  | 404-498-2594     | <a href="mailto:oga3@cdc.gov">oga3@cdc.gov</a> |
| Ms. Christina McMichael | #2, #3              | 770-488-2697     | <a href="mailto:wpm6@cdc.gov">wpm6@cdc.gov</a> |

### Eligibility

To be eligible for award of a contract, a prospective contractor (except other Governments, including State and Local Governments) must meet certain minimum standards pertaining to financial resources, ability to comply with the performance schedule, prior record of performance, integrity, organization, experience, operational controls, technical skills, facilities, and equipment.

### Post-Employment Conflict of Interest

There are certain post-employment restrictions on former federal officers and employees, including special Government employees (Section 207 of Title 18, United States Code). If a prospective offeror believes that a conflict of interest may exist, the situation should be brought to the attention of the Contracting Officer before time and effort is expended in preparing a proposal.

### Restrictive Markings on Proposals

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes shall:

(a) Mark the title page with the following legend: “This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];” and

(b) Mark each sheet of data it wishes to restrict with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

All offerors should also complete the Research Proposal Cover Page Attachment (1) and should complete the statements of Attachment (2) indicating their preference for release of information contained in proposals and their understanding of the policy regarding evaluation of the proposals.

The offeror is cautioned, however, that portions of the proposal may be subject to release pursuant to the Freedom of Information Act, 5 U.S.C. 552, as amended.

### **Reporting Requirements**

The contractor will provide a quarterly summary of monthly conference calls. Quarterly Progress reports should include detailed descriptions of activities conducted during the previous quarter, planned activities for the upcoming next three months, and a section on challenges or barriers to meeting timelines and completing tasks, and how the contractor has already or plans to overcome these challenges.

### **Non-U.S. Citizen Participation**

If the proposed research (or a portion of the proposed research) requires access to critical technology, sensitive unclassified information, For Official Use Only material, or intelligence material, non-U.S. citizens may participate in the resultant contract (or portion of the resultant contract) **only** if special written permission is granted by the Contracting Officer. The Contracting Officer will require the review and concurrence of the CDC Foreign Disclosure Officer (FDO) before granting this permission.

If the proposed research (or a portion of the proposed research) requires access to classified information (i.e., confidential or secret), non-U.S. citizens may participate in the resultant contract (or portion of the resultant contract) **only** if a Limited Access Authorization (LAA) is granted. A LAA can be granted only in the event that there are no U.S. citizens that can perform the effort. Granting of LAAs is not anticipated under this Broad Agency Announcement.

If any non-U.S. citizen requires access to CDC buildings, or other Government facilities, special written permission must be requested and obtained from the Contracting Officer and Security Officer through the resultant contract’s Technical Point of Contact. Requests shall specify purpose, duration, frequency, and location (specific room, lab, etc.).

### **Period of Performance**

The period of performance will be based on the research project. This BAA will include a proposed period of performance which may be negotiated later. In the past, projects have had a period of performance of 12-24 months or have included options.

## Contract Types

For this BAA, offerors can propose firm-fixed price or cost reimbursement [cost plus fixed fee, cost (no fee)].

The contract type should be based on the offerors risk associated with performing the research. As a reminder, per FAR 16.301-3(a)(3), offerors proposing a cost type contracts must have an approved accounting and purchasing system in order to receive a cost contract award. As a result, if proposing a cost type contract, please submit documentation of the approved accounting system along with the proposal.

## Cost Certification

Per FAR 15.403-4, certified cost and pricing data are required for offers exceeding \$750,000.00 total value. As a result, a Certificate of Current Cost or Pricing Data, in the format specified in FAR 15406-2, shall be submitted along with the offeror's proposal if the work is projected to exceed \$750,000.00.

## Funding

- Fiscal Year Funds: 2020
- Approximate Total Funding: \$10,000,000.00 (This amount is an estimate, and is subject to availability of funds.)
- Anticipated Award Date: July/August, 2020
- Period of Performance: TBD (Based on the research project)
- Estimated number of awards: Multiple

## Proposal Submission

To be considered for award, an offeror must have submitted a white paper which was favorably reviewed by CDC. Offeror will then be formally notified by the Contracting Officer to submit a formal proposal. The Request for Proposal (RFP) will identify a due date for submitting the proposal. The offeror must follow the proposal submission guideline as identified in this section and the Request for Proposal (RFP) letter.

## Follow-On Contracts

A proposal for continuation of a given research project will be considered on the same basis as proposals for new research. The proposal should be submitted sufficiently in advance of the termination of the existing contract so that if it is accepted, contract performance may be continued without interruption.

## Proposal Copies

Offerors shall submit copies of their proposal as follows:

| Proposal Section           | Hard Copies | Electronic |
|----------------------------|-------------|------------|
| Technical Proposal         | 1 Original  | One        |
| Administrative Proposal    | 1 Original  | One        |
| Timeline and Cost Proposal | 1 Original  | One        |

Each paper and electronic copy must contain any restrictive legends and the electronic copy must be in a format compatible with Microsoft Office 2016.

## Mailing Addresses

**All proposals**, written communications or documentation concerning this BAA shall be forwarded to the following address:

Centers for Disease Control and Prevention  
Office of Acquisition Services (OAS)  
2900 Woodcock Blvd  
Atlanta, Georgia 30341

## **PROPOSAL PREPARATION INSTRUCTIONS**

The proposal is the only vehicle available to the offeror for receiving consideration for award. The proposal must stand on its own merit; only information provided in the proposal can be used in the evaluation process leading to an award. The proposal shall be prepared simply and economically, providing straightforward, concise delineation of capabilities necessary to perform the proposed work. The technical proposal must be accompanied by a fully supported cost proposal as cost and technical considerations are reviewed simultaneously.

Each proposal shall be submitted under cover of Attachment (1) and shall contain three distinct sections. The first section shall contain the technical approach. The second section shall contain contractual information, certifications, and other documentation. The last section shall contain a breakdown of the anticipated costs.

### **Section I - Technical Section Contents**

The nature of the effort to be performed will determine its acceptability for award under this BAA. Proposed efforts shall be scientific in nature and explore innovative public health practicing concepts. The Technical Section shall contain the following:

#### **Technical Proposal – Limited to 10 Pages**

- a. **Cover Page**: The cover page shall include the BAA Number, research topic and reference number, name and telephone number for the principal points of contact (both technical and contractual), and any other information that identifies the proposal. The cover page shall also contain the proprietary data disclosure statement, if applicable. **The cover page shall not count as part of your technical proposal page limit.**
- b. **Table of Content**: It is highly recommended that the Offeror prepares a table of contents and use it for a final quality-control checklist. **The table of content shall not count as part of your technical proposal page limit.**
- c. **List of Illustrations/Tables**: This list is a quick reference of charts, graphs, and other important information. A separate list of Tables is recommended. **List of illustrations/tables shall not count as part of your technical proposal page limit.**
- d. **Executive Summary**: The executive summary allows the offeror to present briefly and concisely the important aspects of its proposal to key management personnel. The summary shall present an organized progression of the work to be accomplished, without the technical details, such that the reader can grasp the core issues of the proposed program. **The Executive Summary shall not exceed two pages and shall not count as a part of your technical proposal page limit.**
- e. **Technical Approach**: In this section, the Offeror shall provide as much technical detail and analysis as is necessary or useful to support the technical approach they are proposing. One must clearly identify the core of the intended approach. It is not effective to address a variety of possible solutions to the technology methodological problems.



- (1) **Technical Discussion:** No technical approach is without its limitations or shortcomings. Every issue shall be identified and compared with the successes/failures of previous approaches. A tradeoff analysis is a good way to make this comparison and shall be supported by theory, modeling, experimental data, or other sound scientific practices. If the offeror has a "new and creative" solution to the problem(s), that solution shall be developed and analyzed in this section. The preferred technical approach shall be described in as much detail as is necessary or useful to establish confidence in the approach.
- (2) **Technical Program Summary:** This section summarizes the above technical discussion in an orderly progression through the program, emphasizing the strong points of the proposed technical approach.
- (3) **Potential Contribution:** Discuss the potential contribution to research programs relating to CDC initiatives, including the topic areas of interest

**\*In addition to the information above, your response in this area shall also focus on the information provided in Part II of this BAA.**

- (4) **Risk Analysis and Alternatives:** Every technical approach has its limitations and shortcomings. The proposal evaluator(s) will formulate a risk assessment and it is in the best interest of the Offeror to have its own understanding of the risk factors presented. Critical approaches shall be identified along with their impact on the overall program as well as fallback positions that could still improve on existing approaches.
- (5) **References:** Any good technical discussion must present the basis for and reference the findings cited in the literature.

f. **Special Technical Factors:** In this section, the Offeror shall describe any capabilities it has that are uniquely supportive of the topic areas described in Part II of this BAA. The following subparagraphs are offered as possible areas to be addressed:

- (1) Capabilities and Relevant Experience of the staff
- (2) Previous or Current Relevant Public Health Practices
- (3) Identification of well-defined statistical principles and methods as applied to prediction and modeling techniques for public health, and
- (4) Information on facilities/resources that will be used to accomplish the proposed effort and an explanation of why they are adequate to conduct a successful program.

g. **Schedule:** The schedule represents the Offeror's commitment to perform the program tasks in an orderly, timely manner.

- (1) **Time Line Chart by Task:** Each major task identified in the SOW must appear as a separate line on the program schedule. Planned meetings, such as kick-off, presentations (including final), Technical Interchange Meetings, etc., must be included in the time line. The time line must also indicate the anticipated meeting site.

h. **Program Organization:** In this paragraph, the Offeror shall present its organization's ability to conduct difficult technical programs. Any pertinent or useful information may be included in this paragraph, but a minimum recommended response shall address the following subparagraphs:

- (1) **Organizational Chart(s) with Key Personnel:** Include prime contractor and subcontractor organization charts, principal investigator (PI), and additional key staff who are involved in this project
- (2) **Management and Technical Team:** This shall specifically identify what tasks will be performed by which party and why each subcontractor, if any, was selected to perform its task(s).
- (a) Prime Contractor Responsibilities  
 (b) Subcontractor(s) Responsibilities  
 (c) Consultant(s) Responsibilities
- (3) **Resumes of Key Personnel:** Key personnel are those skilled, experienced, professional and technical personnel essential for successful accomplishment of the proposal objectives, such as the principal investigator, team leader, etc. Information regarding the qualifications, capabilities, and experience of the proposed key personnel shall be addressed. Include the resumes of the prime contractor, subcontractor, and consultant personnel to include the names, brief biography, and list of recent publications of the offeror's key personnel. Documentation of previous work or experience in the field of the proposer is especially important. **Resumes shall not exceed 2 pages and shall not count as a part of your technical proposal page limit**
- i. **Appendix(es):** Appendices may include technical reports, published papers, and referenced material. A listing of these reports/papers with short descriptions of the subject matter is usually adequate. Do not provide commercial product advertising brochures; these are unwanted.

#### **Offeror's Statement of Work (SOW)- No page limit**

- a. It is the intent of the Government to use the Offeror's SOW, as written, provided that the Offeror's SOW accurately describes the work to be performed, is enforceable, and is void of inconsistencies. If, in the Government's opinion, the Offeror's SOW does not reflect these requirements, the Government will prepare a SOW using information available in the offeror's proposal; this process may delay the award.
- b. **The SOW shall be a separate word document that is a distinct part of the proposal. Do not include any proprietary information in the SOW. To ensure all technical proposals receive proper consideration, the Government requires that the SOW format below be strictly adhered to.**
- c. Below is the required format for the SOW. Begin this section on a new page with the Title of the Project at the top of the page. Start your SOW at Paragraph C.1.

#### **STATEMENT OF WORK**

C.1 **Background and Need** – *(Describes the requirements in general, non-technical terms. This section should explain why the acquisition is being pursued and how it relates to past, current, or future projects. Include a summary of statutory program authority and any regulations that are applicable. If any of the techniques have been found to be tried and been found to be effective, they should be included here.)*

C.2 **Project Objective** – *(A succinct statement of the purpose of the acquisition. It should outline results that the Government expects and may also identify the benefits to the program that is contemplated.)*

C.3 Scope of Work – *(An overall, non-technical description of the work to be performed. It expands on the projected objectives, but does not attempt to detail all of the work required. It must be consistent with the detailed requirements.)*

C.4 Technical Requirements – *(Spells out precisely what is expected of the contractor in the performance of the work.*

- *Describes the specific tasks and phases of the work*
- *Deliverables to be generated from the described tasks must be clearly defined*
- *Specifies the total effort each task or phase is to receive*
- *Considerations that may guide the contractor in its analysis, design, or experimentation on the designated problems*
- *Identifies the requirements and indicates the scope of each*

C.5 Reporting Schedule – *(Describes any reporting requirements including content and format.)*

C.6 Special Considerations – *(Information that does not fit neatly or logically into one of the other sections. For example, it may be used to explain any special relationships between the contractor and other contractors working for the government.)*

C.7 Government Furnished Property

C.8 Travel – *Describes any travel that is projected to take place during the period of performance. Travel may include in-person kick-off meetings or final meetings, attendance at conferences, travel to present deliverables, etc.*

C.9 References – *(Describes any reference materials that may be relevant to the work being performed.)*

Deliverables – *(Defines and describes the deliverables, the quantity required, the recipient(s), and the schedule should be attached to the SOW.*

*NOTE: Deliverables included in Deliverables table must correspond to the tasks outlined under “Technical Requirements”*

## **Section II - Administrative Section Contents – No page limit**

This portion of the proposal shall contain the completed certifications and applicable forms contained in this BAA and shall include the following:

### **Contract Type**

Identify the type of completion contract proposed. (**Note:** Offers proposed on a cost-reimbursement basis **MUST** contain evidence that the offeror’s accounting system is approved for such type contracting; i.e., provide identification of audit agency and dates last accounting and estimating system audits were performed. If approval was not obtained before submission of the proposal, the proposal shall address how the offeror will obtain the required approvals. Evidence of an approved accounting system **MUST** be obtained prior to contract award.)

### **Environmental Considerations**

Discuss all applicable environmental and energy conservation objectives associated with the acquisition (see FAR Part 23), the applicability of an environmental assessment or environmental impact statement (see 40 CFR

1502), the proposed resolution of environmental issues, and any environmentally-related requirements to be included in the resultant contract.

### **Organizational Conflicts of Interest**

Identify any members of the offeror's organization or team with potential conflicts of interest. Possible conflicts of interest include any people with prior federal employment, including employment of the Principal Investigator as a special Government employee (duties, agency with whom employed, dates of employment) within two years from the date of proposal submission. If none, so state.

### **Disclosure Requirement**

Completion of Attachment (2) is prerequisite for evaluation of the proposal under this BAA.

### **Understanding of Evaluation Policy**

Completion of Attachment (2) is prerequisite for evaluation of the proposal under this BAA.

### **Representations, Certifications and Other Statements of Offerors**

Attachment (3) is provided for **information only**. Each offeror is required to complete the Online Representations and Certifications prior to submission of proposal and verification/validation is a prerequisite to award under this BAA. (**Note:** Online Representations and Certifications Applications (ORCA), an e-Government initiative has replaced the paper based Representations and Certifications (Reps and Certs) process. The ORCA site can be found by going to <http://www.sam.gov/SAM> and clicking on "Online Reps and Certs Application" on the left side of the screen.)

### **Contractors' Performance Assessment Reporting System (CPARS) Ratings**

Completion of Attachment (4) is prerequisite for evaluation of the proposal under this BAA.

### **Past/Present Performance Reference Questionnaire**

Completion of Attachment (5) is prerequisite for evaluation of the proposal under this BAA.

### **Subcontracting Plan (Only Applicable to Large Businesses)**

In accordance with FAR 19.702, if the total amount of the proposal exceeds \$700,000 and the offeror is a large business, the offeror shall prepare and submit a Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. A mutually agreeable Subcontracting Plan will be included in and made a part of the resultant contract. The contract cannot be executed unless the Contracting Officer determines that the Subcontracting Plan provides the maximum practicable opportunity for small, small disadvantaged and women-owned small business concerns to participate in the performance of the contract.

As stated in 15 U.S.C. 637(d) (8), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d) (4) (f) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

### **Title to Equipment**

Title to equipment or other tangible property purchased with contract funds will be disposed of in accordance with Contracting Officer instructions at the time of contract completion.

### **Section III - Cost Section Contents – No page limit**

In accordance with FAR 15.403-3 (under FAR 15.408 Table 15.2 when submission of Cost or Pricing Data is required), a detailed cost proposal shall be submitted with the research proposal and shall include, as a minimum, the following information (contractor's format is acceptable):

#### **Period of Performance**

Identify the proposed duration of the effort.

#### **Direct Labor**

Provide a list of participants, by category (and name, if appropriate), showing the hours and labor rates to be charged for each and the total amount per year proposed to be paid for each. Do not propose labor costs as percentages of time over the duration of the period of performance. Labor costs should be calculated by multiplying each proposed employee's labor rate by the amount of labor hours that they will work. Please disclose and explain the basis of any potential escalation factors utilized. Please refer to Attachment 9 for clarity.

#### **Materials**

Provide an itemized list of permanent equipment showing the cost of each item and the basis for the proposed cost. Provide a general description and total estimated cost of expendable equipment and supplies. Permanent equipment is any article of non-expendable tangible personal property having a useful life of more than two (2) years and an acquisition cost of \$500 or more per unit. Permanent equipment costs shall not be fee/profit bearing.

#### **Other Direct Costs**

##### **Travel**

Include contemplated expenditures for travel with explanations for each trip and its proposed length and number of participants. The breakdown of these costs shall show the airfare, per diem rates, car rental rate, and any other travel expenses (such as parking fees, etc.) and shall be in accordance with the Joint Travel Regulations (JTR).

##### **Subcontracts**

Subcontractor cost proposals shall meet all of the requirements stated herein for the prime contractor. Subcontractor cost breakdowns may be submitted under separate cover.

##### **Consultants**

Provide a breakdown of any costs for consulting services showing number of days, daily rates, and estimated travel/per diem costs to the level of detail described in the travel narrative above. The need for consulting services must be explained and the basis for the daily rates must be provided.

**Miscellaneous**

Miscellaneous costs may include such items as publication charges, copying, subscriptions, photography, graphics, etc., only if they are consistent with and allowable under the offeror's cost accounting system.

**Indirect Costs**

Indirect rates (overhead, G&A, etc.) utilized must be disclosed. Indicate whether any indirect rates used are fixed or provisional and the time frames to which they are applicable (e.g., a fixed rate may apply until a specified date, after which the rate becomes provisional). Proposals for contracts subject to FAR Subpart 31.2 shall complete Attachment (4). Facilities capital cost of money (FCCM) will not be an allowable cost in any resulting contract if the offeror's proposal fails to identify or propose FCCM (see FAR 15.408(i)).

**Fee/Profit**

The offeror must explain their proposed fee or profit, if any, which the organization proposes to assess the research project and how the fee/profit was derived. Reminder: Permanent equipment costs and the cost of facilities when purchased for the account of the Government (i.e., charged as a direct cost) shall not be fee/profit bearing.

## **PART V - PROPOSAL EVALUATION**

### **INITIAL REVIEW**

Upon receipt of a proposal, the Government will perform an initial review of the proposal's scientific/technical merit and potential contribution to CDC's mission. The Government will also determine if funds are expected to be available based on the proposed cost for the effort. Proposals not considered having sufficient scientific/technical merit or relevance to the CDC's mission or those in areas for which funds are not expected to be available, may be declined without being subject to the detailed scientific review described below. Scientific/technical merit, relevance to the research to CDC's mission, and availability of funding are of equal importance.

### **SCIENTIFIC REVIEW**

Formal proposals not declined as a result of the initial review will be subject to a detailed extensive scientific review by highly qualified personnel.

Proposals submitted in response to this BAA will be evaluated in accordance with the following criteria:

#### **Proposed Research**

The overall scientific and/or technical merits of the proposed research, including the adequacy and effectiveness of any analysis and/or testing required to substantiate the methodology being developed.

#### **Potential Contribution**

The potential contributions of the effort to the CDC's mission and the extent to which the research effort will contribute to balancing the overall CDC's Research.

#### **Offeror's Qualifications**

The offeror's capabilities, related experience, facilities, techniques, or the unique combinations of any of these qualifications are integral factors for achieving the proposal objectives.

#### **Personnel**

The qualifications, capabilities, and experience of the proposed key personnel, such as the contractor manager, team leader, etc. Key personnel are those skilled, experienced, professional and technical personnel essential for successful accomplishment of the proposal objectives.

#### **Cost Realism**

The reasonableness and realism of proposed costs.

#### **Administrative Proposal**

The Contracting Officer will review the administrative section of the proposal for compliance.

### **PROPOSAL COMPARISONS**

Each proposal will be evaluated based on the merit and relevance of the specific research proposed as it relates to the overall CDC mission rather than against other proposals for research in the same general area.

**PART VI - PROPOSAL FORMS & ATTACHMENTS**

|   | <u>Number of Pages</u> |
|---|------------------------|
| (1) Research Proposal Cover Page .....  | 1                      |
| (2) Disclosure Requirement and Evaluation Policy Understanding: Policy Statement,<br>Statement of Disclosure Concurrence, and Statement of Evaluation Policy<br>Understanding ..... | 2                      |
| (3) Representations, Certifications and Other Statements of<br>Offerors .....   | 11                     |
| (4) Contractor Performance Assessment Reporting System (CPARS) & Contractor Evaluation.....   | 5                      |
| (5) Past/Present Performance Reference Instructions.....  | 4                      |
| (6) Clauses.....  | 13                     |
| (7) Common Required Clearances.....   | 1                      |
| (8) ACH Vendor/Miscellaneous Payment Enrollment Form.....   | 1                      |
| (9) Cost Proposal Sample Format Form.....   | 1                      |



**ATTACHMENT 1**

| <b>RESEARCH PROPOSAL COVER PAGE</b>  |                           |  |  |   |                                  |
|--|---------------------------|--|--|---|----------------------------------|
| 1. To:<br>CDC Office of Acquisition Services (OAS)<br>2900 Woodcock Blvd<br>Atlanta, GA 30341  |                           | 2. CDC Research Topic Area<br><input type="checkbox"/> Research Topic 1 <input type="checkbox"/> Research Topic 10<br><input type="checkbox"/> Research Topic 2 <input type="checkbox"/> Research Topic 11<br><input type="checkbox"/> Research Topic 3 <input type="checkbox"/> Research Topic 12<br><input type="checkbox"/> Research Topic 4 <input type="checkbox"/> Research Topic 13<br><input type="checkbox"/> Research Topic 5 <input type="checkbox"/> Research Topic 14<br><input type="checkbox"/> Research Topic 6 <input type="checkbox"/> Research Topic 15<br><input type="checkbox"/> Research Topic 7 <input type="checkbox"/> Research Topic 16<br><input type="checkbox"/> Research Topic 8 <input type="checkbox"/> Research Topic 17<br><input type="checkbox"/> Research Topic 9 <input type="checkbox"/> Research Topic 18 |  |   |                                  |
| 3. From <i>(name and address of offeror)</i> :   |                           | 4. Government Point of Contact During Technical Dialog<br><br>5. Type and Size of Business:<br><input type="checkbox"/> Large <input type="checkbox"/> Small Business<br><input type="checkbox"/> Individual <input type="checkbox"/> SDB<br><input type="checkbox"/> Partnership <input type="checkbox"/> Women-Owned SB<br><br><input type="checkbox"/> Corporation, incorporated in state of:   |  |   |                                  |
| 6. CAGE:   |                           | 7. DUNS:   |  | 8. TIN:   |                                  |
| 9. Proposal Title:   |                           | 10. Requested Start Date:  |  | 11. Total Proposed Contract Value:  |                                  |
|  |                           | 12. Requested Duration:  |  | 13. Proposal Valid Until <i>(minimum nine months)</i> :                           |                                  |
|  |                           | 14. Type of Contract Proposed:<br><input type="checkbox"/> Firm Fixed Price<br><input type="checkbox"/> Cost Plus Fixed Fee<br><input type="checkbox"/> Cost, No Fee   |  | 15. Address to Which Payment Shall Be Mailed <i>(if different from Block 4)</i> : |                                  |
| 16. Offeror's technical representative authorized to conduct negotiations (Principal Investigator):<br>Name    Telephone No.<br><br>_____<br>Primary<br><br>_____<br>Alternate |                           |  | 17. Offeror's administrative representative authorized to conduct negotiations:<br>Name    Telephone No.<br><br>_____<br>Primary<br><br>_____<br>Alternate |   |                                  |
| 18. Proposal Contents <i>(if not applicable, enter "N/A" under Page)</i> :   |                           |  |  |   |                                  |
| Page   | Technical Section         | Page   | Administrative Section   | Page  | Cost Section                     |
|  | Proposed Research         |  | Contract Type  |   | Detailed Cost Estimate Breakdown |
|  | Potential Contribution    |  | Organizational Conflicts of Interest   |   |                                  |
|  | Offeror's Qualifications  |  | Security Issues  |   |                                  |
|  | Personnel                 |  | Disclosure Requirement and Evaluation Policy Understanding: Policy Statement, Statement of Disclosure Concurrence, and Statement of Evaluation Policy Understanding (see Attachment (2))             |   |                                  |
|  | Past Performance          |  | Representations, Certifications and Other Statements of Offerors or Quoters (see Attachment (3))   |   |                                  |
|  | Draft Description of Work |  |  |   |                                  |
| 19. Authorized Representative:<br><br>Typed Name: _____    Signature: _____<br><br>Title: _____    Date signed: _____                |                           |  |  |   |                                  |

**ATTACHMENT 2****DISCLOSURE REQUIREMENT AND EVALUATION POLICY UNDERSTANDING****POLICY STATEMENT**

CDC has a continuing interest in receiving and evaluating proposals containing new ideas, suggestions for researching ways to enhance the state-of-the-art in public health. However, Government personnel and contractors are constantly engaged in R&D activities, and the substance of your proposal may already be known to Government employees or contractors, or may even be in the public domain. For such reasons it is desirable, when receiving proposals for evaluation, to insure that the persons submitting them are aware of the conditions under which the CDC will consider them.

It must be understood that the receipt and evaluation of the proposal by CDC does not imply a promise to pay, recognition of novelty or originality, or any relationship, which might require the Government to pay for use of information to which it is otherwise lawfully entitled.

Due care will be exercised to ensure that, in addition to technical design or concept data submitted, administrative and cost data will not be used by the Government for any purpose other than evaluation of the proposal. Administrative and cost data will not be disclosed to non-Government participants. Additionally, such data will not be disclosed outside the Government or be duplicated, used or disclosed in whole or in part by the Government, except for tracking and record purposes or to evaluate the proposal. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source, or is in the public domain.

All research proposals will be treated as privileged information before award and contents will only be disclosed for purposes of evaluation. Your voluntary submission will be handled in accordance with established Government procedures for safeguarding such articles or information against unauthorized disclosure. All Government reviewers will be made aware that proposals sent to them are not to be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, without the written permission of the offeror.

You should be aware that, despite all precautions, we may be able to protect the confidentiality of proposal only to the extent that it is exempt from disclosure under the Freedom of Information Act (see FAR Subpart 24.2).

Upon receipt, your proposal will be submitted to the appropriate technical experts for evaluation. Your proposal will undergo initial review within one hundred and twenty (120) days after receipt. If additional time for this review is required, you will be notified in writing. Processing of proposals not declined as a result of the initial review may require as much as 180 days.

Having read and understood the above policy, please execute and submit the following statements:

|  |  |
|--|--|
| <p><b><u>STATEMENT OF DISCLOSURE PREFERENCE</u></b></p> <p><input type="checkbox"/> This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, if a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.</p> <p><input type="checkbox"/> The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]:<br/>         _____<br/>         _____<br/>         _____.</p> <p><input type="checkbox"/> All data contained in this proposal are subject to this restriction.</p> <p><input type="checkbox"/> Permission is hereby granted to CDC to evaluate this proposal, which may include evaluation by evaluators both within and outside the Government, with the understanding that written agreement not to disclose this information shall be obtained from any non-Government evaluator.</p> | <p><b><u>STATEMENT OF UNDERSTANDING OF EVALUATION POLICY</u></b></p> <p>It is understood that CDC has accepted the above proposal for the purpose of evaluating it and advising of any possible interest.</p> <p>It is further understood that such acceptance does not imply or create a promise to pay; an obligation to give up any legal right or to assume any duty; a recognition of novelty, originality or priority; or any relationship, contractual or otherwise, such as would render the Government liable to pay for or give up any legal right or assume any obligation for disclosure or use of any information in the proposal to which the Government would otherwise lawfully be entitled.</p> |
| Company or Corporation Name:   |  |
| Proposal Title:  |  |
| Signature:   |  |
| Name and Title/Position of Authorized Rep Signing:   |  |
| Date:  |  |
| BAA Number:  |  |
| Topic/Subtopic #   |  |
| DUNS Number  |  |
| NAICS Code   |  |

## ATTACHMENT 3

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

*A. The following FAR provision must be completed ONLY if the proposed contract type is firm fixed price:*

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

{End of provision}

**B. The following FAR provisions must be completed by ALL offerors.**

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(a) *Definitions.* As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

**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 }

**52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)**

a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

**52.204-6                    UNIQUE ENTITY IDENTIFIER (OCT 2016)**

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

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(End of Provision)

**52.204-24      REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

As prescribed in 4.2105(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

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

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

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

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

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

It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and



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

(End of provision)

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

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

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

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

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

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

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

“Critical technology” means—

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (OCT 2015)**

(a)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(2) Examples.

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

**52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016)**

As prescribed in 9.104-7 (d), insert the following provision:

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of

the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**52.215-6 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, County, State, Zip code) | Name and address of owner and operator of the plant or facility if other than offeror or quoter |
| _____  | _____   |
| _____  | _____   |
| _____  | _____   |

{end of provision}

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) (ALTERNATE I – SEP 2015)**

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

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

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

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

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

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

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

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **541715**.

(2) The small business size standard is **1000**.

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

(c) *Representations.*

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

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

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

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

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

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

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



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

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

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

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

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

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

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

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

*Alternate I (Sep 2015).* As prescribed in [19.309](#)(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.]  
The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**52.222-22      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that –

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.16.  
{end of provision }

**52.222-25      AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of

the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

{end of provision}

**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)

**52.227-6 ROYALTY INFORMATION (APR 1984)**

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

{end of provision}

**52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO)

or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\* yes \* no

(End of Provision)

## ATTACHMENT 4

### CONTRACTORS' PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) RATINGS

**This assessment will be performed electronically at least annually or as required by [www.cpars.gov](http://www.cpars.gov).**

#### 1. Block 18a - Quality of Product or Service.

Assess the contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g. commonly accepted technical, professional, environmental, or safety and health standards). MANDATORY.

- For example: Are reports/data accurate? Does the product or service provided meet the specifications of the contract? Does the contractor's work measure up to commonly accepted technical or professional standards? Assess the degree of Government technical direction required to solve problems that arise during performance.
- For Operations Support: Assess how successfully the contractor meets program quality objectives such as ability to produce, reliability, maintainability and ability to inspect. The Assessing Official must be flexible in how contractor success is measured (e.g. using data from field reliability and maintainability and failure reports, user comments and acceptance rates, and scrap and rework rates). These quantitative indicators may be useful later, for example, in source selection evaluations, in demonstrating continuous improvement, quality and reliability leadership that reflects progress in total quality management. Assess the contractor's control of the overall production process to include material control, shop planning and control, and status.

#### 2. Block 18b - Schedule.

Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g. efforts that contribute to or effect the schedule variance). MANDATORY.

- This assessment of the contractor's adherence to the required delivery schedule should include the contractor's efforts during the assessment period that contributes to or effect the schedule variance. This element applies to contract closeout activities as well as contract performance. Instances of adverse actions such as the assessment of liquidated damages, or issuance of Cure Notices, Show Cause Notices, and Delinquency Notices are indicators of problems which may have resulted in variance to the contract schedule and should therefore be noted in the evaluation.

#### 3. Block 18c - Cost Control (Not required for Firm Fixed Price or Firm Fixed Price with Economic Price Adjustment).

#### 4. Block 18d - Business Relations.

Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts. MANDATORY

Include, as applicable, information on the following:

- Is the contractor oriented toward the customer?
- Is interaction between the contractor and the government satisfactory or does it need improvement?
- Include the adequacy of the contractor's accounting, billing, and estimating systems and the contractor's management of Government Property (GFP) if a substantial amount of GFP has been provided to the contractor under the contract.
- Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
- Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.

**5. Block 18e - Management of Key Personnel (For Services and Information Technology Business Sectors only - Not Applicable to Operations Support).**

Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. MANDATORY.

- For example, how well did the contractor match the qualifications of the key position, as described in the contract, with the person who filled the key position? Did the contractor support key personnel so they were able to work effectively? If a key person did not perform well, what action was taken by the contractor to correct this? If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

**6. Block 18f - Utilization of Small Business.**

FAR Subpart 19.7 and 15 U.S.C. 637 contains statutory requirements for complying with the Small Business Subcontracting Program. Assess whether the contractor provided maximum practicable opportunity for Small Business (including Alaska Native Corporations (ANCs) and Indian Tribes) (including Small Disadvantaged Businesses (which also includes ANCs and Indian Tribes), Women Owned Small Businesses, HUBZone, Veteran Owned, Service Disabled Veteran Owned Small Business, Historically Black Colleges and Minority Institutions and ANCs and Indian Tribes that are not Small Disadvantaged Businesses or Small Businesses) to participate in contract performance consistent with efficient performance of the contract.

Assess compliance with all terms and conditions in the contract relating to Small Business participation (including FAR 52.219-8, Utilization of Small Businesses and FAR 52.219-9, Small Business Subcontracting Plan (when required)). Assess any small business participation goals which are stated separately in the contract. Assess achievement on each individual goal stated within the contract or subcontracting plan including good faith effort if the goal was not achieved.

It may be necessary to seek input from the Small Business specialist, ACO or PCO in regards to the contractor's compliance with these criteria. For contracts subject to a commercial subcontracting plan, the Utilization of Small Business factor should be rated "satisfactory" as long as an approved plan remains in place, unless liquidated damages have been assessed by the contracting officer who approved the commercial plan (see FAR 19.705-7(h)). In such case, the Utilization of Small Business area must be rated "unsatisfactory."

This area must be rated for all contracts and task orders that contain a small business subcontracting goal.



Ratings for the Utilization of Small Business evaluation area will be in accordance with the definitions described below. Ratings for the other CPAR evaluation areas will be in accordance with the ratings described in Block 18 Evaluation Areas.

In accordance FAR 19.705-2(e) a contract may have no more than one subcontracting plan. Evaluations of the Utilization of Small Business are required for contracts and orders placed against basic ordering agreement (BOA) and blanket purchase agreement (BPA) if a subcontracting plan is required. Evaluations of Utilization of Small Business for single-agency task orders and delivery orders (to include FSS) are not required and shall not be accomplished unless the contracting officer determines that such evaluations would produce more useful past performance information for source selection officials than that contained in the overall contract evaluation. Execution of any subcontracting plan may be addressed in block 20.

- **Exceptional.** Exceeded all negotiated subcontracting goals or exceeded at least one goal and met all of the other negotiated subcontracting goals for the current period. Had exceptional success with initiatives to assist, promote, and utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business, veteran-owned small business (VOSB) and service disabled veteran owned small business (SDVOSB). Complied with FAR 52.219-8, Utilization of Small Business Concerns. Exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.

Note: To justify an Exceptional rating, identify multiple significant events and state how they were a benefit to small business utilization. A singular benefit, however, could be of such magnitude that it constitutes an Exceptional rating. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. Also, there should have been no significant weaknesses identified.

- **Very Good.** Met all of the negotiated subcontracting goals in the traditional socio-economic categories (SB, SDB and WOSB) and met at least one of the other socio-economic goals (HUBZone, VOSB, SDVOSB) for the current period. Had significant success with initiatives to assist, promote and utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met or exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Endeavored to go above and beyond the required elements of the subcontracting plan. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.

Note: To justify a Very Good rating, identify a significant event and state how they were a benefit to small business utilization. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified.

- **Satisfactory.** Demonstrated a good faith effort to meet all of the negotiated subcontracting goals in the various socio-economic categories for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.

Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor has addressed or taken corrective action. There should have been no significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

- **Marginal.** Deficient in meeting key subcontracting plan elements. Deficient in complying with FAR 52.219-8, Utilization of Small Business Concerns, and any other small business participation requirements in the contract. Did not submit Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate or timely manner. Failed to satisfy one or more requirements of a corrective action plan currently in place; however, does show an interest in bringing performance to a satisfactory level and has demonstrated a commitment to apply the necessary resources to do so. Required a corrective action plan.

Note: To justify Marginal performance, identify a significant event that the contractor had trouble overcoming and how it impacted small business utilization. A Marginal rating should be supported by referencing the actions taken by the government that notified the contractor of the contractual deficiency.

- **Unsatisfactory.** Noncompliant with FAR 52.219-8 and 52.219-9 and any other small business participation requirements in the contract. Did not submit Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate or timely manner. Showed little interest in bringing performance to a satisfactory level or is generally uncooperative. Required a corrective action plan.

Note: To justify an Unsatisfactory rating, identify multiple significant events that the contractor had trouble overcoming and state how it impacted small business utilization. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the actions taken by the government to notify the contractor of the deficiencies. When an Unsatisfactory rating is justified, the contracting officer must consider whether the contractor made a good faith effort to comply with the requirements of the subcontracting plan required by FAR 52.219-9 and follow the procedures outlined in FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

NOTE 1: Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

NOTE 2: Generally, zero percent is not a goal unless the Contracting Officer determined when negotiating the subcontracting plan that no subcontracting opportunities exist in a particular socio-economic category. In such cases, the contractor shall be considered to have met the goal for any socio-economic category where the goal negotiated in the plan was zero.

## 7. Block 18g - Other Areas.

Specify additional evaluation areas that are unique to the contract, or that cannot be captured elsewhere on the form. More than one type of entry may be included, but should be separately labeled. If extra space is needed, use Block 20.

If the contract contains an award fee provision, enter "award fee" in the "Other Areas" block (18g). The Assessing Official should translate the award fee earned to adjective ratings, which could prove more useful for using past performance to assess future performance risk in upcoming source selections. If award fee information is included in the CPAR, use block 20 to provide a description

for each award fee. Include the scope of the award fee by describing the extent to which it covers the total range of contract performance activities, or is restricted to certain elements of the contract.

If any other type of contract incentive is included in the contract (excluding contract shareline incentives on fixed price or cost-type contracts), it should be reported in a manner similar to the procedures described above for award fee.

Use Block 18g in those instances where the Assessing Official believes strongly, either positively or negatively, regarding an aspect of the contractor's performance, but cannot fit that aspect into any of the other blocks on the form.

**ATTACHMENT 5**

**Past/Present Performance Reference Instructions**

**Instructions:** OFFEROR shall complete the PAST/PRESENT PERFORMANCE REFERENCE QUESTIONNAIRE Reference Information Table themselves for the attached questionnaire, identifying the name and other pertinent information for each of your three (3) selected business references. This table, including the name of the offeror, shall be filled out completely by the offeror BEFORE sending it to the customers to respond to the questions. This will ensure the accuracy of the information being provided.

Send the attached questionnaire to each of the customers with a cover letter that:

(a) authorizes the selected customers to discuss the offeror's performance under the applicable contract with the contracting officer;

(b) requests the customer complete the questionnaire;

(c) instructs the customer to return the completed questionnaire by email:

Email: [fss7@cdc.gov](mailto:fss7@cdc.gov)

**Submit a copy of the customer's cover letter with your business proposal to ensure receipt of questionnaires' responses.**

**Past/Present Performance Reference Questionnaire**

**RFP 75D301-20-R-67897**

**Name of Offeror:**

**Reference Information Table**

|                                      |  |
|--------------------------------------|--|
| Business Name of reference & address |  |
| Point of Contact                     |  |
| Phone number                         |  |
| E-mail address                       |  |
| Contract or Purchase Order Number    |  |
| Dollar Value                         |  |
| Period of Performance                |  |
| Description of Services Performed    |  |
| Explain any problems and resolutions |  |

| <b>P/U</b>   | <b>S</b>   | <b>G</b>  | <b>VG</b>   | <b>E</b>  | <b>N</b>   |
|--|--|---|---|---|--|
| <b>Poor/<br/>Unsatisfactory</b>  | <b>Satisfactory</b>  | <b>Good</b>   | <b>Very Good</b>  | <b>Excellent</b>  | <b>Neutral</b>   |
| <b>Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.</b> | <b>Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.</b> | <b>Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.</b> | <b>Very effective performance; fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies with minimal effect on overall performance.</b> | <b>Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.</b> | <b>No record of relevant past performance or past performance information is not available</b> |

|  |   |
|--|---|
| <p>1. How would you rate the contractor's compliance with the delivery schedule / performance milestones?</p> <p>Comments:</p>   | <p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/><br/>E <input type="checkbox"/> N <input type="checkbox"/></p> |
| <p>2. How would you rate the contractor's business practices (e.g. maintaining a positive working relationship, business ethics, timely and effectively resolution of any problems etc.)?</p> <p>Comments:</p>                                 | <p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/><br/>E <input type="checkbox"/> N <input type="checkbox"/></p> |
| <p>3. How would you rate the contractor's record of conforming to contract requirements and to standards of good workmanship/quality of the product or service?</p> <p>Comments:</p>   | <p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/><br/>E <input type="checkbox"/> N <input type="checkbox"/></p> |
| <p>4. How would you rate the contractor's overall compliance with the terms and conditions of your purchase order /contract?</p> <p>Comments:</p>  | <p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/><br/>E <input type="checkbox"/> N <input type="checkbox"/></p> |
| <p>5. How would you rate the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer?</p> <p>Comments:</p> | <p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/><br/>E <input type="checkbox"/> N <input type="checkbox"/></p> |
| <p>6. How would you rate the contractor's overall performance?</p> <p>Comments:</p>  | <p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/><br/>E <input type="checkbox"/> N <input type="checkbox"/></p> |
| <p>7. Would you purchase services from this contractor again?</p> <p>Comments:</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |

|   |  |
|---|--|
|   |  |
| Please provide any additional comments applicable to the contractor's past performance: |  |

EVALUATOR'S NAME: \_\_\_\_\_

TITLE OF EVALUATOR: \_\_\_\_\_

EVALUATOR'S EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT 6 CONTRACT CLAUSES

### Section H- Special Requirement Clauses

#### **H.1 PUBLIC ACCESS TO ARCHIVED PUBLICATIONS RESULTING FROM CDC FUNDED RESEARCH (Nov 2018)**

All CDC-funded investigators shall submit to the [National Institutes of Health Manuscript Submission System](#) the electronic version of the author's final manuscript, upon acceptance for publication, of any peer-reviewed scientific publications resulting from research supported in whole or in part with Federal funds from the Department of Health and Human Services, Centers for Disease Control and Prevention. CDC defines the author's final manuscript as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. The CDC Stacks and National Library of Medicine's (NLM) PubMed Central (PMC) archives will preserve permanently these manuscripts for use by the public, health care providers, educators, scientists, and CDC.

#### **H.2 Certificates of Confidentiality (Nov 2018)**

Section 301(d) of the Public Health Service (PHS) Act, as amended by Section 2012 of the 21st Century Cures Act, P.L. 114-255 (42 U.S.C. 241(d)), states that the Secretary shall issue Certificates of Confidentiality (Certificates) to persons engaged in biomedical, behavioral, clinical, or other research activities in which identifiable, sensitive information is collected. Consistent with the statute, research commenced or ongoing after December 13, 2016 and in which identifiable, sensitive information is collected, as defined by Section 301(d), is deemed issued a Certificate.

Consistent with the statute, CDC considers research in which identifiable, sensitive information is collected or used, to include:

- Human subjects research as defined in the Federal Policy for the Protection of Human Subjects (45 CFR Part 46), including exempt research except for human subjects research that is determined to be exempt from all or some of the requirements of 45 CFR 46 if the information obtained is recorded in such a manner that human subjects cannot be identified or the identity of the human subjects cannot readily be ascertained, directly or through identifiers linked to the subjects;
- Research involving the collection or use of biospecimens that are identifiable to an individual or for which there is at least a very small risk that some combination of the biospecimen, a request for the biospecimen, and other available data sources could be used to deduce the identity of an individual;
- Research that involves the generation of individual level, human genomic data from biospecimens, or the use of such data, regardless of whether the data is recorded in such a manner that human subjects can be identified or the identity of the human subjects can readily be ascertained as defined in the Federal Policy for the Protection of Human Subjects (45 CFR Part 46); or
- Any other research that involves information about an individual for which there is at least a very small risk, as determined by current scientific practices or statistical methods, that some



combination of the information, a request for the information, and other available data sources could be used to deduce the identity of an individual, as defined in subsection 301(d) of the Public Health Service Act.

For research covered by a Certificate and consistent with the statute, Contractor shall not:

- Disclose or provide, in any Federal, State, or local civil, criminal, administrative, legislative, or other proceeding, the name of such individual or any such information, document, or biospecimen that contains identifiable, sensitive information about the individual and that was created or compiled for purposes of the research, unless such disclosure or use is made with the consent of the individual to whom the information, document, or biospecimen pertains; or
- Disclose or provide to any other person not connected with the research the name of such an individual or any information, document, or biospecimen that contains identifiable, sensitive information about such an individual and that was created or compiled for purposes of the research.

Consistent with the statute, disclosure is permitted only in the below circumstances:

- Required by Federal, State, or local laws (e.g., as required by the Federal Food, Drug, and Cosmetic Act, or state laws requiring the reporting of communicable diseases to State and local health departments), excluding instances of disclosure in any Federal, State, or local civil, criminal, administrative, legislative, or other proceeding;
- Necessary for the medical treatment of the individual to whom the information, document, or biospecimen pertains and made with the consent of such individual;
- Made with the consent of the individual to whom the information, document, or biospecimen pertains; or
- Made for the purposes of other scientific research that is in compliance with applicable Federal regulations governing the protection of human subjects in research.

Contractor shall keep records of when such disclosures are made and, upon request by CDC, shall make such information available to CDC.

Contractor shall comply with FAR Part 31, Contract Cost Principles and Procedures, as applicable, and maintain effective internal controls that provide reasonable assurance that the contract is managed in compliance with Federal statutes and regulations. Contractors conducting research covered by a Certificate shall ensure that any company/institution/individual not funded by CDC who receives a copy of identifiable, sensitive information protected by a Certificate is aware of the requirements of subsection 301(d) of the Public Health Service Act with respect to such information. The Contractor will secure an agreement with such company/institution/individual to ensure compliance with the requirements of the Certificate. In addition, Contractor shall ensure that all its employees and subcontractor employees working on this contract are informed of the substance of the abovementioned requirements and agree to comply with subsection 301(d) of the Public Health Service Act.

### **H.3 PUBLIC ACCESS TO CDC FUNDED DIGITAL PUBLIC HEALTH DATA (Nov 2018)**

#### **Public Health Data**

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

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

#### **Data Management Plan**

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

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

#### **Examples of Data Management Plan Templates and Tools:**

University of California: <https://www.cdlib.org/services/uc3/dmpt.html>

USGS: <http://www.usgs.gov/datamanagement/plan/dmplans.php>

#### **Access to and Archiving of the Data**

To the extent that is feasible, contractors should make public health data accessible. Rights in Data clauses (FAR [52.227-14](#) Rights in Data – General, 52.227-16, Additional Data Requirements, FAR [52.227-17](#) Rights in Data – Special Works, or FAR [52.227-18](#) Rights in Data-Existing Works), may be applicable and incorporated into contracts, depending on the Statement of Work involved. The data rights

clauses give the government “unlimited rights” in data first produced (when funded by government solely) in the performance of a contract. “Unlimited rights” is an unlimited license to use, disclose or reproduce the data; it does not give the government ownership of the data. Unlimited rights in data would allow the government to archive and make public non-proprietary data first produced in contract performance.

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

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

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

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

**Section I Clauses****CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (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 the address below:

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

**The following clauses pertain to all contract types**

| <b>NUMBER</b> | <b>TITLE</b>   | <b>DATE</b> |
|---------------|--|-------------|
| 52.202-1      | Definitions  | NOV 2013    |
| 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    |
| 52.203-8      | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | MAY 2014    |
| 52.203-10     | Price or Fee Adjustment for Illegal or Improper Activity   | MAY 2014    |
| 52.203-12     | Limitation on Payments to Influence Certain Federal Transactions   | OCT 2010    |
| 52.203-13     | Contractor Code of Business Ethics and Conduct   | OCT 2015    |
| 52.203-14     | Display of Hotline Poster(s)   | OCT 2015    |
| 52.203-15     | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009                                       | JUN 2010    |
| 52.203-16     | Preventing Personal Conflicts of Interest  | DEC 2011    |
| 52.203-17     | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights                     | APR 2014    |
| 52.204-2      | Security Requirements  | AUG 1996    |
| 52.204-4      | Printed or Copied Double-Sided on Recycled Paper   | MAY 2011    |
| 52.204-7      | System for Award Management  | JUL 2013    |
| 52.204-9      | Personal Identity Verification of Contractor Personnel   | JAN 2011    |
| 52.204-19     | Incorporation by Reference of Representations and Certifications   | DEC 2014    |
| 52.204-10     | Reporting Executive Compensation and First-Tier Subcontract Awards   | OCT 2015    |
| 52.204-13     | System for Award Management Maintenance  | JUL 2013    |
| 52.204-14     | Service Contract Reporting Requirements  | OCT 2016    |
| 52.204-15     | Service Contract Reporting Requirements for Indefinite-Delivery Contracts  | OCT 2016    |
| 52.209-6      | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | OCT 2015    |
| 52.209-10     | Prohibition on Contracting with Inverted Domestic Corporation  | NOV 2015    |
| 52.210-1      | Market Research  | APR 2011    |
| 52.211-11     | Liquidated Damages – Supplies, Services, or Research and Development   | SEP 2000    |

|           |  |          |
|-----------|--|----------|
| 52.215-2  | Audit and Records – Negotiation  | OCT 2010 |
| 52.215-8  | Order of Precedence – Uniform Contract Format  | OCT 1997 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data – Modifications   | AUG 2011 |
| 52.215-13 | Subcontractor Cost or Pricing Data – Modifications   | OCT 2010 |
| 52.215-14 | Integrity of Unit Prices   | OCT 2010 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications – Alternate IV                  | OCT 2010 |
| 52.215-22 | Limitations on Pass-Through Charges—Identification of Subcontract Effort   | OCT 2009 |
| 52.215-23 | Limitations on Pass-Through Charges  | OCT 2009 |
| 52.216-24 | Limitation of Government Liability   | APR 1984 |
| 52.216-25 | Contract Definitization  | OCT 2010 |
| 52.216-26 | Payments of Allowable Costs Before Definitization  | DEC 2002 |
| 52.217-8  | Option to Extend Services  | NOV 1999 |
| 52.219-1  | Small Business Program Representations   | OCT 2014 |
| 52.219-8  | Utilization of Small Business Concerns   | OCT 2014 |
| 52.219-9  | Small Business Subcontracting Plan   | JAN 2017 |
| 52.219-16 | Liquidated Damages – Subcontracting Plan   | JAN 1999 |
| 52.219-28 | Post Award Small Business Program Representation   | JUL 2013 |
| 52.222-3  | Convict Labor  | JUN 2003 |
| 52.222-17 | Nondisplacement of Qualified Workers   | MAY 2014 |
| 52.222-21 | Prohibition of Segregated Facilities   | APR 2015 |
| 52.222-26 | Equal Opportunity  | APR 2015 |
| 52.222-35 | Equal Opportunity for Veterans   | OCT 2015 |
| 52.222-36 | Affirmative Action for Workers with Disabilities   | JUL 2014 |
| 52.222-37 | Employment Reports Veterans  | FEB 2016 |
| 52.222-38 | Compliance with Veterans’ Employment Reporting Requirements  | FEB 2016 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act   | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons   | MAR 2015 |
| 52.222-54 | Employment Eligibility Verification  | OCT 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 |
| 52.225-25 | Prohibition on Contracting with Entities in Certain Activities or Transactions Relating to Iran – Representations and Certifications | Oct 2015 |
| 52.226-1  | Utilization of Indian Organizations and Indian-Owned Economic Enterprises  | JUN 2000 |
| 52.227-1  | Authorization and Consent – Alternate I  | APR 1984 |
| 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement  | DEC 2007 |
| 52.227-11 | Patent Rights-Ownership by The Contractor  | MAY 2014 |
| 52.227-14 | Rights in Data – General   | MAY 2014 |

|           |  |          |
|-----------|--|----------|
| 52.227-14 | Rights in Data – General <i>Alternative IV</i>   | DEC 2007 |
| 52.227-17 | Rights in Data – Special Works   | DEC 2007 |
| 52.232-17 | Interest   | MAY 2014 |
| 52.232-18 | Availability of Funds  | APR 1984 |
| 52.232-19 | Availability of Funds for the Next Fiscal Year   | APR 1984 |
| 52.232-23 | Assignment of Claims   | MAY 2014 |
| 52.232-25 | Prompt payment   | JUL 2013 |
| 52.232-33 | Payment by Electronic Funds Transfer – System for Award Management                         | JUL 2013 |
| 52.232-39 | Unenforceability of Unauthorized Obligations   | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors                            | DEC 2013 |
| 52.233-1  | Disputes   | MAY 2014 |
| 52.233-2  | Service of Protest   | SEP 2006 |
| 52.233-3  | Protest after Award  | AUG 1996 |
| 52.233-4  | Applicable Law for Breach of Contract Claim  | OCT 2004 |
| 52.239-1  | Privacy or Security Safeguards   | AUG 1996 |
| 52.242-1  | Notice of Intent to Disallow Costs   | APR 1984 |
| 52.242-13 | Bankruptcy   | JUL 1995 |
| 52.243-7  | Notification of Changes  | APR 1984 |
| 52.244-2  | Subcontracts   | OCT 2010 |
| 52.244-5  | Competition in Subcontracting  | DEC 1996 |
| 52.244-6  | Subcontracts for Commercial Items  | JUN 2016 |
| 52.246-25 | Limitation of Liability - Services   | FEB 1997 |
| 52.249-5  | Termination For Convenience of the Government (Educational & Other Nonprofit Institutions) | AUG 2016 |
| 52.252-4  | Alterations in Contract  | APR 1984 |
| 52.253-1  | Computer Generated Forms   | JAN 1991 |

**b) The following clauses pertain to Firm-Fixed Price Contracts only (as applicable):**

| <b>NUMBER</b> | <b>TITLE</b>   | <b>DATE</b> |
|---------------|--|-------------|
| 52.203-6      | Restrictions on Subcontractor Sales to the Government                    | SEP 2006    |
| 52.217-6      | Option for Increased Quantity  | MAR 1989    |
| 52.228-5      | Insurance - Work on a Government Installation                            | JAN 1997    |
| 52.229-3      | Federal, State, and Local Taxes  | FEB 2013    |
| 52.230-3      | Disclosure and Consistency of Cost Accounting Practices                  | OCT 2015    |
| 52.230-6      | Administration of Cost Accounting Standards                              | JUN 2010    |
| 52.232-1      | Payments   | APR 1984    |
| 52.232-8      | Discount for Prompt Payment  | FEB 2002    |
| 52.232-11     | Extras   | APR 1984    |
| 52.232-28     | Invitation to Propose Performance-Based Payments                         | MAR 2000    |
| 52.232-32     | Performance-Based Payments   | APR 2012    |
| 52.233-3      | Protest after Award  | AUG 1996    |
| 52.237-3      | Continuity of Service  | JAN 1991    |
| 52.243-1      | Changes - Fixed-Price – Alternate V                                      | AUG 1984    |
| 52.249-1      | Termination for Convenience of the Government (Fixed-Price) (Short Form) | APR 1984    |
| 52.249-2      | Termination for Convenience of the Government (Fixed-Price)              | APR 2012    |

|          |  |          |
|----------|--|----------|
| 52.249-8 | Default (Fixed-Price Supply and Service) | APR 1984 |
| 52.249-9 | Default (Research and Development)       | APR 1984 |

**c) The following clauses pertain to Cost- Reimbursable Contracts only (as applicable):**

| <b>NUMBER</b> | <b>TITLE</b>                          | <b>DATE</b> |
|---------------|---------------------------------------|-------------|
| 52.216-7      | Allowable Cost and Payment            | AUG 2018    |
| 52.233-3      | Protest after Award                   | AUG 1996    |
| 52.242-3      | Penalties for Unallowable Costs       | MAY 2014    |
| 52.242-4      | Certification of Final Indirect Costs | JAN 1997    |
| 52.243-2      | Changes—Cost Reimbursement.           | AUG 1987    |
| 52.249-6      | Termination (Cost Reimbursement)      | MAY 2004    |
| 52.249-14     | Excusable Delays                      | APR 1984    |

**DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR)**

| <b>NUMBER</b> | <b>TITLE</b>  | <b>DATE</b> |
|---------------|---|-------------|
| 352.211-2     | Conference Sponsorship Requests and Conference Materials Disclaimer | DEC 2015    |
| 352.215-70    | Late Proposals and Revisions  | DEC 2015    |
| 352.216-70    | Additional Cost Principles  | DEC 2015    |
| 352.223-70    | Safety and Health   | DEC 2015    |
| 352.232-70    | Incremental Funding   | DEC 2015    |
| 352.233-71    | Litigation and Claims   | DEC 2015    |
| 352.239-73    | Electronic and Information Technology Accessibility                 | DEC 2015    |

**Section K Clauses**

**K.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

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

(End of Provision)

| FAR SOURCE | TITLE AND DATE  |
|------------|---|
| 52.204-17  | Ownership or Control of Offeror (Nov 2014)                                  |
| 52.204-19  | Incorporation by Reference of Representations and Certifications (Dec 2014) |

**K.2 FAR 52.204-8 Annual Representations and Certifications (OCT 2018)**

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is **541715**.
- (2) The small business size standard is **1000**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

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



(c)

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

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

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

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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

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

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

\_\_\_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

\_\_\_ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

\_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|            |       |      |        |
|            |       |      |        |

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

(End of Provision)

**K.3 FAR 52.209-7 Information Regarding Responsibility Matters (OCT 2018)**

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

#### **K.4 Implementation of Executive Order (EO) 12334 Terrorist Financing**

The Contractor is reminded that US Executive Orders and US law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility to ensure compliance with these Executive Orders.

(End of Provision)

**K.5 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 Provision)

**K.6 Certification (May 1998)**

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

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

\_\_\_\_\_  
(Name of offeror) (Solicitation  
Number)

\_\_\_\_\_  
(Signature of Authorized Individual) (Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offerors is prescribed in 18 U.S.C. 1001.

(End of Provision)

**K.7 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](http://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)

**K.8 Point of Contact**

The Contractor shall designate a senior person from the key personnel as the point of contact during normal business hours. This person shall be available for on-site meetings during normal business hours. Should the person be unavailable when scheduled to be on-site, the Contractor shall notify the COR of the name of the designated alternate point of contact. The designated person shall have the authority of the Program Manager to direct personnel and shall be accountable to the directions of the COR. The Contractor shall provide to the COR a contact and backup contact who shall be on-call to make decisions as required during non-business hours.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Code) (Street) (City) (State) (Zip

Area Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

(End of Provision)



**Attachment 7**  
**Common Required Clearances**

The clearances listed below are the most common and are required for procurements that are above \$250,000.00. Each clearance that is described below will give you a summary of why they are used.

1. **Human Subjects-** The purpose of this clearance is to make sure that Center for Disease Control and Prevention is in compliance with the Department of Health and Human Services (HHS) policy. The policy is that the contracting officer shall not award a contract involving human subjects until the prospective contractor provides assurance that the activity will undergo initial and continuing review by an appropriate Institutional Review Board (IRB) in accordance with HHS regulations at 45 CFR 46.103. The contracting officer shall require a Federal-wide assurance (FWA), approved by the HHS Office for Human Research Protections (OHRP), of each contractor, subcontractor, or institution engaged in human subjects research in performance of a contract. OHRP administers the assurance covering all HHS-supported or HHS-conducted activities involving human subjects. **(reference HHSAR 370.301)**
  
2. **Paperwork Reduction-** The purpose of this clearance is to ensure that the Center for Disease Control and Prevention (CDC) is in compliance with the Paperwork Reduction Act of 1995. In addition, it helps determines the applicability for proposed projects.
  
3. **Information Security and Privacy-** The purpose of this clearance is to determine if the acquisition requires information security, involves personal identifiable information, and is subject to the privacy act.
  
4. **Section 508-** in compliance with the Department of Health and Human Services (HHS) policy.
  - (a) Electronic and information technology (EIT) supplies and services must comply with Section 508 of the Rehabilitation Act (the 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 (Access Board) Electronic and Information Accessibility Standards (36 CFR part 1194). Requiring activities must consult with their Section 508 Official or designee to determine if the contractor should be responsible for compliance with EIT accessibility standards which apply to website content and communications material.
    - (1) When conducting a procurement and employing the best value continuum, the solicitation shall include a separate technical evaluation factor developed by the contracting officer, requiring activity, and the Operating Division (OPDIV) Section 508 Official or designee.
    - (2) At a minimum, solicitations for supplies and services shall require the submission of a Section 508 Product Assessment Template (See <http://www.hhs.gov/web/508> for the template). Solicitations for services shall include any other pertinent information that the contracting officer deems necessary to evaluate the offeror's ability to meet the applicable Section 508 accessibility standards.**(Reference HHSAR 339.2)**

ATTACHMENT 8

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

CDC OCFD  
REVISED 8/29/13

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program.

|  |
|--|
| <b>PRIVACY ACT STATEMENT</b>   |
| The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments. |

|  |  |   |
|--|--|---|
| <b>AGENCY INFORMATION</b>  |  |   |
| FEDERAL PROGRAM AGENCY<br>CENTERS FOR DISEASE CONTROL & PREVENTION |  |   |
| AGENCY IDENTIFIER:<br>CDC  | AGENCY LOCATION CODE (ALC):<br>7509-0421 | ACH FORMAT:<br><input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP |
| ADDRESS<br>P. O. BOX 15580 MS D06                                  |  |   |
| ATLANTA, GA 30333  |  |   |
| CONTACT PERSON NAME:<br>Customer Service                           |  | TELEPHONE NUMBER:<br>(678) 475-4510   |
| ADDITIONAL INFORMATION<br>FAX (404) 638-5342                       |  |   |

|                                  |       |                             |
|----------------------------------|-------|-----------------------------|
| <b>PAYEE/COMPANY INFORMATION</b> |       |                             |
| PAYEE/COMPANY NAME:              |       | SSN NO. OR TAXPAYER ID NO.  |
| ADDRESS:                         |       | DUNS+4 NUMBER               |
| CITY                             | STATE | ZIP                         |
| CONTACT PERSON NAME:             |       | TELEPHONE NUMBER:<br>(    ) |

|   |        |                             |
|---|--------|-----------------------------|
| <b>FINANCIAL INSTITUTION INFORMATION</b>  |        |                             |
| FINANCIAL INSTITUTION NAME:   |        |                             |
| ADDRESS ( OR BRANCH):   |        |                             |
| CITY:   | STATE: | ZIP:                        |
| NINE-DIGIT ROUTING TRANSIT NUMBER:  |        |                             |
| DEPOSITOR ACCOUNT NUMBER:   |        |                             |
| TYPE OF ACCOUNT:<br>CHECKING      SAVINGS   |        |                             |
| ACH COORDINATOR NAME OR AUTHORIZED OFFICIAL AT FINANCIAL INSTITUTION ( NOT REQUIRED): |        | TELEPHONE NUMBER:<br>(    ) |



**ATTACHMENT 9 - COST PROPOSAL (SAMPLE FORMAT)**

**IMPORTANT NOTE:** This is a sample format that is intended to provide guidance to you. **You must tailor the Cost Proposal that you submit to your proposal.** Also, every cost that you submit must be substantiated in sufficient detail to support the hours, rates and costs included on your Business Proposal and allow the Government to understand how these costs will support the work described in your proposal to successful performance of a contract. The Government cannot evaluate proposals that do not include cost information that is not presented in sufficient detail – so be thorough and complete and include all of your costs (i.e., subcontractors, etc.).

When applicable, this format can be used to report the base period, option years, and a composite for all periods.

**Direct Labor**

| <b>Direct Labor by Category</b>                        | <b>Hours</b> |   | <b>Rate</b> | <b>Total</b> |
|--|--------------|---|-------------|--------------|
| Project Manager _____                                  | _____        | X | \$ _____    | \$ _____     |
| Principal Investigator _____                           | _____        | X | \$ _____    | \$ _____     |
| <b>Total Direct Labor</b>                              |              |   |             | \$ _____     |
| <b>Overhead Rate</b>                                   | _____ %      |   |             | \$ _____     |
| <b>Total Direct Labor + Overhead</b>                   |              |   |             | \$ _____     |
| <b>Fringe Rate</b>                                     | _____ %      |   |             | \$ _____     |
| <b>Total Direct Labor + Overhead + Fringe</b>          |              |   |             | \$ _____     |
| <b>Other Direct Costs:</b>                             |              |   |             |              |
| Travel and Per Diem ( <i>in accordance with FJTR</i> ) |              |   |             | \$ _____     |
| Consultants/Subcontractor                              |              |   |             | \$ _____     |
| Materials  |              |   |             | \$ _____     |
| <b>Total Other Direct Costs</b>                        |              |   |             | \$ _____     |
| <b>Subtotal Cost</b>                                   |              |   |             | \$ _____     |
| G&A  | _____ %      |   |             | \$ _____     |
| <b>Subtotal Cost (Before Profit)</b>                   |              |   |             | \$ _____     |
| Profit   | _____ %      |   |             | \$ _____     |
| <b>TOTAL COST</b>                                      |              |   |             | \$ _____     |

**NOTE:** For positions covered under the Service Contract Act, itemize the fringe rate to identify the H&W component.