

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 50 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. 75D301-18-R-67833		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED
7. ISSUED BY Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2920 Brandywine Road Atlanta, GA 30341-5539		CODE 8219		6. REQUISITION/PURCHASE NO. 00HCVGDE-2018-20230	
				8. ADDRESS OFFER TO (If other than Item 7) Approved as to Form and Legality:	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>2:00p</u> local time <u>4/26/18</u> (Hour) (Date)		
CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.		
10. FOR INFORMATION CALL:	A. NAME Monica Shaw	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (770) 488-8213
C. E-MAIL ADDRESS		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NO. AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2920 Brandywine Road Atlanta, GA 30341-5539	CODE 8219	25. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 404-718-8100 Atlanta, GA 30333-0080	CODE 434
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214©

Obtained by Rise for Animals.

Uploaded to Animal Research Laboratory Overview (ARLO) on 01/15/2021

Section B - Supplies Or Services And Prices/Costs

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Ferret Pre-Bleeds W/ S&H Custodial Account #: 91820			
0002	FERRETS Custodial Account #: 91820			
0003	DELIVERY Custodial Account #: 91820			
1001	Ferret Pre-Bleeds W/ S&H Custodial Account #: 91820			
1002	FERRETS Custodial Account #: 91820			
1003	DELIVERY Custodial Account #: 91820			
2001	Ferret Pre-Bleeds W/ S&H Custodial Account #: 91820			
2002	FERRETS Custodial Account #: 91820			
2003	DELIVERY Custodial Account #: 91820			
3001	Ferret Pre-Bleeds W/ S&H Custodial Account #: 91820			
3002	FERRETS Custodial Account #: 91820			
3003	DELIVERY Custodial Account #: 91820			
4001	Ferret Pre-Bleeds W/ S&H Custodial Account #: 91820			
4002	FERRETS Custodial Account #: 91820			
4003	DELIVERY Custodial Account #: 91820			

Section C - Description/Specification/Work Statement

STATEMENT OF WORK

Title of Project: Influenza-free Ferret Supply for Improving Public Health

C.1 Background and Need

The Influenza Division at CDC requires access to healthy ferrets that are serologically negative against all influenza virus strains. These animals are needed for i) the production of strain-specific immune sera for use as a diagnostic reagent and to monitor antigenic drift of circulating influenza viruses which is necessary to assist with influenza vaccine composition recommendations ii) the safety and efficacy testing of vaccine candidates against influenza viruses with the potential to cause a pandemic and iii) the evaluation of the virulence, transmissibility and antiviral resistance of emerging influenza viruses that pose a threat to public health. Pursuing these critical missions of the Influenza Division is dependent on a constant and reliable supply of influenza-free ferrets.

C.2 Project Objective

The purpose of this contract is to secure a stable supply of healthy, non-aggressive ferrets that are sero-negative against influenza A and B viruses so that the Influenza Division at CDC can provide accurate and reliable assessments of influenza surveillance, safety and efficacy of vaccine candidates and risk assessments of emerging influenza viruses that pose a threat to public health.

C.3 Scope of Work

The contractor will provide the CDC with a monthly inventory of ferrets available for purchase. This inventory must include at least 50 healthy, neutered, male ferrets that are 3-6 months of age and are sero-negative against influenza A and B viruses. The contractor will provide up to 116 ferret pre-bleeds per month selected by the CDC based on the provided inventory list. Sera will be tested by the CDC to confirm sero-negativity. The contractor will deliver up to 116 ferrets in a single delivery each month based on the testing results and projected needs of the CDC. All ferrets will be transported in sealed, HEPA-filtered containers and in a climate controlled environment.

C.4 Technical Requirements

a. Ferret Inventory Maintenance

All CDC-bound ferrets at the contractor's facility will be maintained inside of a HEPA-filtered enclosure. All staff entering the enclosure will wear appropriate personal protective equipment, including respirator to protect the animals from potential exposure to influenza virus. Any staff experiencing influenza-like illness will not enter the ferret housing enclosure. All ferrets will be neutered by 20 weeks of age and at least 4 weeks before shipment to ensure full recovery prior to shipment. Ferrets must be free of Epizootic Catarrhal Enteritis, canine distemper, Aleutian Disease, ectoparasites, Campylobacter, coccidiosis, and fungal organisms, to include *Microsporium canis* and

Trichophyton mentagrophytes. An up to date inventory account of available ferrets will be provided to the CDC Contracting Officer Representative (COR) via email, by the 1st day of each month, to include the dates of birth for each lot of animals. The ferret inventory will be maintained so that at least 50 healthy, male ferrets that are sero-negative to influenza A and B viruses will be available on any given month. The age of these ferrets will be restricted to 3-6 months at the time of inventory assessment. Each month the CDC will select up to 116 ferrets from the inventory to screen for potential purchase; the COR will communicate this selection to the contractor in an email.

b. Delivery of Ferret Pre-bleeds

The contractor will collect blood samples from each of the selected ferrets and will isolate approximately 0.2-0.5 mL of serum from each sample. This will be accomplished by centrifugation of whole blood and transfer of the separated top layer of serum to a fresh, sterile vial that is labeled with the corresponding ferret ear tag number. Ear tag numbers will be kept in consecutive order as much as possible. Within 3 business days of the CDC's request for pre-bleeds, the contractor will ship the frozen serum samples via overnight delivery to the CDC so that they arrive on a non-holiday, business day. The contractor will also email the COR a list of the pre-bleeds (itemized by ear tag ID) with each ferret's date of birth included. The sera will be tested for the presence of influenza antibody by the CDC and, based on the results, the COR will communicate via email which ferrets should be delivered to the CDC.

c. Delivery of Ferrets

Up to 12 deliveries per year (1 per month) will be scheduled between the contractor and the COR at the CDC. Each delivery will be scheduled within two weeks of the COR's communication of screening results to the contractor.

Ferrets are extremely sensitive to elevated temperatures. All ferrets will be housed in sealed, HEPA-filtered animal transport containers and transportation will occur in a climate-controlled environment. Transport containers will be positioned so that ample airflow is maintained during transport. Anyone loading or unloading the ferrets should wear personal protective equipment including a respirator to protect the animals from potential exposure to influenza during transport to the CDC. If ferrets are transported via ground, a back-up vehicle will be available in case the primary transport vehicle malfunctions.

d. Replacement Pre-bleeds and Ferrets

Any ferret pre-bleed found to be sero-positive will be replaced with another ferret chosen by the COR at no cost to CDC. Any ferrets that die in transit will be replaced by the contractor at no additional cost to the CDC. Any ferret identified as sero-positive after being tested upon arrival at the CDC will be replaced by the contractor at no additional cost to the CDC.

e. Annual Site Visits

Senior veterinary staff from CDC will travel to the contractor's facility once a year, or as needed, to perform inspections. These inspections will include a tour of the facility and a

review of current procedures and protocols used for the rearing of healthy, influenza-free ferrets.

C.5 Reporting Schedule

- a. An inventory of available animals, including the quantity per lot and the dates of birth of each lot of animals, will be provided to the COR at the CDC via email by the 1st day of each month.
- b. Each shipment of pre-bleeds will contain the vials of serum labeled with the corresponding ferret ear tag number in consecutive order as much as possible. At the time of pre-bleed shipment, the contractor will provide the COR with an itemized list of ferret ear tag IDs and their corresponding dates of birth.
- c. If the contractor becomes aware of any potential problems related to ferret well-being, sero-positivity or availability, the COR at the CDC is to be notified immediately.

C.6 Special Considerations

- a. Ferrets are to be housed as prescribed in the 2011 National Research Council's Guide for the Care and Use of Laboratory Animals, Chapter Three, "Environment, Housing and Management". When using this guide, refer to the requirements described for cats, as they are closest to ferrets in regards to care, feeding and housing.
- b. Personnel caring for and transporting ferrets should be appropriately trained and provided with clearly defined procedures for conducting their duties including but not limited to personal hygiene, zoonoses, chemical safety, microbiologic and physical hazards (2011, National Research Council, page 20).
- c. All staff in direct contact with these ferrets must wear personal protective equipment that includes respirators (N-95 or equivalent), gloves, and hair and shoe covers at all times when in the facility. Street clothes and shoes are not to be worn in animal enclosure at any time.
- d. Contractor shall supply colony sentinel reports at least quarterly for all areas from which ferrets are supplied. The surveillance program should clearly indicate that the ferrets are free of pathogens excluded by CDC colony requirements. These selected exclusion pathogens include, but are not limited to:
 1. Epizootic Catarrhal Enteritis
 2. Canine distemper
 3. Aleutian Disease
 4. Ectoparasites
 5. Campylobacter
 6. Coccidia
 7. Microsporum canis
 8. Trichophyton mentagrophytes
- e. Contractor must comply with the Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals, which requires that institutions receiving PHS support for activities involving animals base their programs of animal care and use on the 2011

National Research Council's Guide for the Care and Use of Laboratory Animals and comply, as applicable, with the Animal Welfare Act and other Federal statutes and regulations relating to animals.

- f. Animals will be transported across state lines in accordance with the applicable sections of 9 CFR and delineated by regulations of the USDA (<https://www.aphis.usda.gov/aphis/home>).

C.7 Government Furnished Property

N/A

C.8 References

- a. National Research Council, Guide for the Care and Use of Laboratory Animals, 2011, National Academy Press, Washington D.C.
- b. Code of Federal Regulations, Title 9--Animals and Animal Products, Chapter 1, Part 3, revised January 1, 2006

C.9 Deliverables

Actual order will be placed at delivery order level

- a. An inventory of available animals, including the quantity per lot and the dates of birth of each lot of animals, will be provided to the COR, via email, by the 1st day of each month.
- b. Each month the contractor will provide up to 116 pre-bleeds, at the request of the COR, from the inventory list. Pre-bleeds will be shipped via overnight delivery to the CDC within 3 business days of the request, for delivery on a non-holiday business day. At the time of pre-bleed shipment, the contractor will provide the COR with an itemized list of consecutive ear tag IDs and their corresponding dates of birth.
- c. After CDC has screened the pre-bleeds, the COR will advise the contractor, by email, which ferrets to ship. The contractor will contact the COR by email, to schedule delivery of the ferrets, within 2 weeks of this notification.
- d. A health report will be provided by the contractor for each animal prior to shipment.
- e. Any replacement pre-bleeds or ferrets will be delivered as requested by the COR.

Section D - Packaging And Marking

D.1 Packaging Requirements (Nov 2003)

Ferrets are to be shipped in hepa-filtered containers (containers are to be air conditioned in summer). Ferrets are to be shipped in such a manner as to assure safe arrival at destination.

(End of Clause)

D.2 Marking Requirements (May 1998)

Shipping containers will be marked indicating that live animals are inside and that ferrets are to remain in hepa-filtered containers until ferrets are removed from the hepa-filtered containers at final CDC destination.

Also, the contractor must mark/stencil all shipping containers with the following information:

Agency
Description of Contents
CDC Contract Number
Contractor's Name and Address

(End of Clause)

Section E - Inspection And Acceptance

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

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

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/VFFARa.htm> or [VFFAR1.htm](http://farsite.hill.af.mil/VFFAR1.htm)

(End of Clause)

FAR SOURCE	TITLE AND DATE
52.246-2	Inspection of Supplies – Fixed-Price (Aug 1996)
52.246-16	Responsibility for Supplies (Apr 1984)

E.2 Inspection and Acceptance (Jul 1999)

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

(End of Clause)

Section F - Deliveries Or Performance

F.1 Place of Delivery (May 1998)

FAR SOURCE	TITLE AND DATE
52.211-17	Delivery of Excess Quantities (Sep 1989)
52.242-15	Stop-Work Order (Aug 1989)
52.242-17	Government Delay of Work (Apr 1984)
52.247-34	F.O.B3. Destination (Nov 1991)

Deliveries shall be made F.O.B. Destination to the following address:

Centers for Disease Control and Prevention
Receiving – Building 11
1600 Clifton Road, N.E.
Atlanta, GA 30033

(End of Clause)

F.2 Period of Performance (Jul 1999)

Base Period: 5/7/18 – 5/6/19
Option Year 1: 5/7/19 – 5/6/20
Option Year 2: 5/7/20 – 5/6/21
Option Year 3: 5/7/21 – 5/6/22

F.3 Deliverable(s) Schedule (Jul 1999)

TO BE ESTABLISHED ON INDIVIDUAL DELIVERY ORDERS

The Contractor shall deliver within the time frames specified in the SOW.

Section G - Contract Administration Data

G.1 Contracting Officer (Jul 1999)

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

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

(End of Clause)

G.2 Contract Communications/Correspondence (Jul 1999)

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

(End of Clause)

G.3 Payment by Electronic Funds Transfer-System for Award Management (Jul 2013)

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

(b)) In addition to System for Award Management, the contractor shall make the designation by submitting the form titled "ACH Vendor/Miscellaneous Payment Enrollment Form" to the address indicated below. **Note:** The form may be obtained by contacting the Contracting Officer or the CDC Financial Management Office at (404) 498-4050.

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

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

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

(End of Clause)

G.4 Invoice Submission (Mar 2006)

CDCAG001 – Invoice Submission (Mar 2006)

10

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

**The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333**

Or – The Contractor may submit the original invoice/voucher via facsimile or email:

Fax: 404-638-5324

Email: FMOAPINV@CDC.GOV

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

(b) The contractor shall e-mail a copy of the invoice/voucher to the cognizant contracting office previously identified in this contract. The Contractor is ☒, is not ☐ required to email a copy of each invoice directly to the Contracting Officer Representative concurrently with submission to the Contracting Officer.

In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Financial Management Office is the designated billing office for the purpose of determining the payment due date under FAR 32.904.

(c) The Contractor shall include (as a minimum) the following information on each invoice:

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Purchase Order/Contract Number and Delivery Order Number, if Appropriate
- (4) Invoice Number
- (5) Invoice Date
- (6) Contract Line Item Number and Description of Item
- (7) Quantity
- (8) Unit Price & Extended Amount for each line item
- (9) Shipping and Payment Terms
- (10) Total Amount of Invoice
- (11) Name, title and telephone number of person to be notified in the event of a defective invoice
- (12) Payment Address, if different from the information in (c)(1).
- (13) DUNS + 4 Number

(End of Clause)

G.5 Contracting Officer Representative (Jul 1999)

(a) Performance of the work hereunder shall be subject to the technical directions of the designated Contracting Officer Representative (COR) for this contract. Dr. Taronna Maines is hereby designated as the COR for this contract. The COR mailing address is: Centers for Disease Control and Prevention (CDC),

(b) As used herein, technical directions are directions to the contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. These technical directions must be within the general scope of work, and may not alter the scope of work or cause changes of such a nature as to justify and adjustment in the stated contract price/cost, or any stated limitation thereof. In the event that the contractor feels that full implementation of any of these directions may exceed the scope of the contract, he or she shall notify the originator of the technical direction and the Contracting Officer in a letter separate of any required report(s) within two (2) weeks of the date of receipt of the technical direction and no action shall be taken pursuant to the direction. If the contractor fails to provide the required notification within the said two (2) week period that any technical direction exceeds the scope of the contract, then it shall be deemed for purposes of this contract that the technical direction was within the scope. No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.

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

(End of Clause)

G.6 Contractor Performance Assessment Reporting System (CPARS) Requirements

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

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

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

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS

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

Provide the current CPARS representative information below.

PRINT OR TYPE NAME

EMAIL ADDRESS AND PHONE NUMBER

[End of Provision]

G.7 Online Representations and Certification Application (ORCA) (Dec 2006)

(a) All potential Contractors are required to complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with registration in the Central Contractor Registration (CCR) database per FAR 4.1102 and FAR 4.1201. Certifications in ORCA are required prior to the submission of contract proposals.

(b) Contractors shall update the representations and certifications submitted to ORCA as necessary, but at least annually, to ensure they are kept current, accurate, and complete. All Contractors with current contracts shall notify the Contracting Officer in writing when changes are made to ORCA. The representations and certifications are effective until one year from date of submission or update to ORCA.

(End of Clause)

G.8 Subcontracting Program Reports (May 1998)

(a) The Contractor shall submit the reports listed below in accordance with the instructions and within the time periods specified on the report forms:

(1) Standard Form 294, Subcontracting Report for Individual Contracts.

(2) Standard Form 295, Summary Subcontract Report.

(b) In addition to the reporting information specified on the report forms, the Contractor shall provide, in the "Remarks" block on each Standard Form 294 submitted, a narrative of the progress made in fulfilling the small business and small disadvantaged business subcontracting goals contained in its approved plan.

(c) The Contractor shall report to the Contracting Officer any difficulties encountered in achieving the goals and shall describe the action being taken to overcome the difficulties.

(End of Clause)

G.9 Electronic Subcontracting Reporting System (eSRS)

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

(End of Clause)

Section H - Special Contract Requirements

H.1 Health and Safety Requirements (Oct 2007)

The Contractor shall be responsible for implementing the appropriate controls for protection to the life and health of employees and other persons in the performance of the contract. The contractor shall comply with all applicable federal, state and local environmental, health and safety regulations and standards, nationally recognized guidelines, and any specific requirements specified by the Government, such as, but not limited to **1)** 29 CFR part 1910 – Occupational safety and health standards, including the requirements for hazard assessments, personal protection equipment selection, training of employees and other persons in the recognition of hazards and specific procedures implemented to protect from exposure, such as appropriate work practices, emergency procedures, proper use and limitations of personal protective equipment, and medical management, including immunizations, medical surveillance and incident reporting procedures, and medical evaluation and follow-up; **2)** 40 CFR parts 1 – 799, Environmental protection Agency; **3)** 10 CFR parts 0 – 199, Nuclear Regulatory Commission; **4)** Biosafety in Microbiological and Biological laboratories, U.S Department of Health and Human Services, HHS Publication No. CDC93-8395; **5)** Biosafety in the Laboratory: Prudent Practices for Handling and Disposal of Infectious Materials; **6)** Prudent Practices for Handling Hazardous Chemicals in the Laboratory; and **7)** Prudent Practices for the Disposal of Chemicals from the Laboratory.

(End of Clause)

H.2 352.270-5b Care of Live Vertebrate Animals (December 18, 2015)

As prescribed in HHSAR 370.404, the Contracting Officer shall insert the following clause:

Care of Live Vertebrate Animals (December 18, 2015)

(a) Before undertaking performance of any contract involving animal-related activities where the species is regulated by the United States Department of Agriculture (USDA), the Contractor shall register with the Secretary of Agriculture of the United States in accordance with 7 U.S.C. 2136 and 9 CFR sections 2.25 through 2.28. The Contractor shall furnish evidence of the registration to the Contracting Officer.

(b) The Contractor shall acquire vertebrate animals used in research from a dealer licensed by the Secretary of Agriculture under 7 U.S.C. 2133 and 9 CFR sections 2.1-2.11, or from a source that is exempt from licensing under those sections.

(c) The Contractor agrees that the care, use, and intended use of any live vertebrate animals in the performance of this contract shall conform with the Public Health Service (PHS) Policy on Humane Care of Use of Laboratory Animals (PHS Policy), the current Animal Welfare Assurance (Assurance), the Guide for the Care and Use of Laboratory Animals (National Academy Press, Washington, DC) and the pertinent laws and regulations of the United States Department of Agriculture (see 7 U.S.C. 2131 et seq. and 9 CFR subchapter A, Parts 1-4). In case of conflict between standards, the more stringent standard shall govern.

(d) If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), that the Contractor is not in compliance with any of the requirements and standards stated in paragraphs (a) through (c) above, the Contracting Officer may immediately suspend, in whole or

in part, work and further payments under this contract until the Contractor corrects the noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, in consultation with OLAW, NIH, terminate this contract in whole or in part, and the Contractor's name may be removed from the list of those contractors with Animal Welfare Assurances.

Note: The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which its research facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this program may be obtained by contacting the Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737 (E-mail: ace@aphis.usda.gov; website: <http://www.aphis.usda.gov/wps/portal/aphis/ourfocus/animalwelfare>).

(End of clause)

H.3 HHSAR 352.203-70 Anti-Lobbying (DEC 2015)

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

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

(End of clause)

H.4 Non-Disclosure Agreement for Contractor and Contractor Employees (Mar 2006)

- (a) The contractor shall prepare and submit a Non-Disclosure Agreement (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.
- (b) The NDA made part of this clause, exhibit I and II, is required in service contracts where positions and/or functions proposed to be filled by contractor's employees will have access to non-public and procurement-sensitive information. The NDA also requires contractor's

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

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

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

I. Non-public Information

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

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

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

II. Procurement-Sensitive Information

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

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

III. Identification of Non-Government Employees

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

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

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

Employee's name
 Name of contractor
 Center or office affiliation
 Centers for Disease Control and Prevention

C. At the beginning of telephone conversations or conference calls, contractors' employees will identify themselves as an employee of a contractor.

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

E. Contractors' employees will program CDC voice mail message to identify themselves as an employee of a contractor.

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

Name of contractor: _____

Signature of Authorized Representative of Contractor: _____

Date: _____

Copies retained by: contracting official and contractor

EXHIBIT II

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

I. Non-Public Information

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

I [Name of Employee], agree to use non-public information only in performance of my responsibilities to the CDC. I agree further that I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any non-public information that I may obtain in connection with the performance of my responsibilities to the CDC.

II. Procurement-Sensitive Information

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

advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

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

my duties at the CDC, I understand and agree that I, my current employer, and any future employer(s) are excluded from competing for any resulting acquisitions.

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

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

IV. Identification as a Non-Government Employee

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

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

Employee's name
Name of contractor
Center or office Affiliation
Centers for Disease Control and Prevention

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

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

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

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or

use of another, any public records. I acknowledge that I have read and fully understand this agreement.

Name of contractor: _____

Name of Employee: _____

Signature of Employee: _____

Date: _____

Copies retained by: contracting official, contractor, and Employee

(End of Clause)

H.5 Smoke Free Environment Certification (Feb 2009)

The Centers for Disease Control and Prevention (CDC) recognizes that secondhand smoke (SHS) exposure poses serious health risks to nonsmokers. SHS exposure in the workplace has been linked to an increased risk for heart disease and lung cancer among adult nonsmokers. SHS has been designated as a known carcinogen (cancer-causing agent) by the National Toxicology Program of the U.S. Environmental Protection Agency and by the International Agency for Research on Cancer (IARC). The National Institute for Occupational Safety and Health has concluded that SHS is an occupational carcinogen. There is no risk-free level of SHS exposure. Separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot eliminate this exposure. SHS is an important preventable cause of death from cancer and other illnesses, and many Americans, both adults and children, remain at significant risk from SHS exposure.

It is the CDC's intent to protect the health of all CDC employees and reduce cancer and other serious health hazards caused by SHS exposure. Therefore, all meetings and conferences organized and/or sponsored or co-sponsored by the CDC shall be held in a conference venue that provides a smoke-free environment. A smoke-free conference venue is defined as a venue that makes ALL public places in the hotel and in all meeting facilities smoke-free. This includes, but is not limited to, meeting rooms, common areas such as lobbies and hallways, all indoor public spaces, all indoor employee work areas, restaurants (including restaurant bar areas), and lounges.

Conferences include symposia, seminars, workshops, and any other organized and formal meeting lasting one or more days, where CDC personnel assemble to exchange information and views or explore or clarify a defined subject, problem, or area of knowledge.

CERTIFICATION: Offeror's acceptance of any resulting contract certifies that the meeting/conference venue provided is "smoke-free" and that all CDC personnel attending said meeting/conference will be doing so in a smoke-free environment.

(End of Clause)

Section I – Contract Clauses

Section I-1 – Clauses Incorporated By Reference

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

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

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

(End of Clause)

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant against Contingent Fees (May 2014)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of funds for Illegal or Improper Activity (May 2014)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-13	System for Award Management Maintenance (Oct 2016)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Rep. (Nov 2015)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jan 1997)
52.215-2	Audit and Records – Negotiation (Oct 2010)
52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Aug 2011)
52.215-14	Integrity of Unit Prices (Oct 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.217-7	Option for Increased Quantity - Separately Priced Line Item (Mar 1989)
52.217-9	Option to Extend the Term of the Contract (Mar 2000)
252.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (Jun 2003)

52.222-4	Contract Work Hours and Safety Standard Act – Overtime Compensation (May 2014)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-22	Previous Contracts and Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Sept 2016)
52.222-35	Equal Employment for Veterans (Oct 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)
52.222-37	Employment Reports Veterans (Feb 2016)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-6	Drug-Free Workplace (May 2001)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)
52.223-14	Acquisition of EPEAT®-Registered Televisions (Jun 2014)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.225-4	Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate (May 2014)
52.225-6	Trade Agreements Certificate (May 2014)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-3	Patent Indemnity (Apr 1984)
52.227-19	Commercial Computer Software License (Dec 2007)
52.229-3	Federal, State, and Local Taxes (Feb 2013)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) (Feb 2013)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (Feb 2002)
52.232-11	Extras (Apr 1984)
52.232-17	Interest (May 2014)
52.232-18	Availability of Funds (Apr 1984)
52.232-23	Assignment of Claims (May 2014)

52.232-25	Prompt Payment (Jan 2017)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Jul 2013)
52.233-1	Disputes (May 2014)
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.234-4	Earned Value Management System (Nov 2016)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes - Fixed Price (Aug 1987)
52.246-23	Limitation of Liability (Feb 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price). (May 2004)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
HHSAR SOURCE	TITLE AND DATE
352.224-70	Privacy Act (December 18, 2015)
352.233-71	Litigation and Claims (December 18, 2015)
352.270-4	Pricing of Adjustments (Jan 2001)

Section I-2 - Clauses Incorporated In Full Text

I.1 FAR 52.216-18 Ordering

As prescribed in [16.506](#)(a), insert the following clause:

Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 5/7/18 through 5/6/22.

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

(c) If mailed, a delivery order or delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.2 52.216-19 Order Limitations

As prescribed in [16.506](#)(b), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 1392 quantity;

(2) Any order for a combination of items in excess of 1392 quantity; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.3 52.216-22 Indefinite Quantity

As prescribed in 16.506(e), insert the following clause:

Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the

Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 11/14/2021.

(End of clause)

I.4 FAR 52.217-6 Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor

within 60 days of the expiration of the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 (sixty) months.

(End of Clause)

I.6 FAR 52.246-17 Warranty of Supplies of a Noncomplex Nature (Jun 2003)

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

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

“Supplies” means the end items furnished by the Contractor and related services required under the contract. The word does not include “data.”

(b) *Contractor's obligations.*

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that in accordance with the terms and conditions included in Section C;

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the

usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 days of the last delivery under this contract.

(2) Within a reasonable time after the notice, the Contracting Officer may either –

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer –

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor –

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

I.7 FAR 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors.

As prescribed in [32.009-2](#), insert the following clause:

Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

Section J - List Of Attachments

N/A

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

K.1 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 paragraphs (a)(1) through (a)(3) of this provision; 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 paragraphs (a)(1) through (a)(3) of this provision _____ [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) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

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

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

(End of provision)

K.2 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

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

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.3 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 .] The offeror represents that it ☐ is a women-owned business concern.

(End of provision)

K.4 52.207-4 Economic Purchase Quantity—Supplies (Aug 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations

Item	Quantity	Price Quotation	Total
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

K.5 52.215-6 Place of Performance (Oct 1997)

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

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

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

(End of provision)

K.6 FAR 52.219-1 Small Business Program Representations (Oct 2014)

(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—
_____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(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)

K.7 FAR 52.219-1 Alternate I Small Business Program Representations – Alternate I (Sept 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.

(End of Alternate)

K.8 FAR 52.225-1 Buy American—Supplies (May 2014)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus

allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Certificate.”

(End of clause)

K.9 FAR 52.225-2 Buy American Certificate (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(b) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

K.10 FAR 52.225-5 Trade Agreements (Oct 2016)

(a) Definitions. As used in this clause—

“Caribbean Basin country end product”—

(1) Means an article that—

(i)(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <http://www.usitc.gov/tata/hts/>. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)”), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. “United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

(End of clause)

K.11 Contact for Negotiation/Administration (May 1998)

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

Name: _____ Title: _____

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

Area Code: ____ Telephone: _____

Bidder/Offeror is located in _____ Congressional District.

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

(End of Clause)

K.12 HHSAR 352.242-70 Key personnel (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

Key Personnel Name	Title
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Section L - Instructions, Conditions, And Notices To Offerors

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

FAR SOURCE	TITLE
52.204-6	Unique Entity Identifier (Oct 2016)
52.204-7	System for Award Management (Oct 2016)
52.204-8	Annual Representations and Certifications (Jan 2018)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-16	Facilities Capital Cost of Money (June 2003)
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)
52.237-10	Identification of Uncompensated Overtime (Mar 2015)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

L.3 General Instructions (Negotiated) (Jan 2000)

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

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

(c) Your proposal must be prepared in separate parts as instructed herein. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of

evaluation of the other(s). The technical proposal (if required) must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, material, subcontracts, etc., must be contained in the technical proposal so that your understanding of the Statement of Work can be evaluated. The technical proposal (if required) must disclose your technical approach in sufficient detail to provide a clear and concise presentation that addresses, but is not limited to, the requirements of the technical proposal instructions.

(d) The proposal must be signed by an official authorized to bind your organization. You must submit 1 copy of your proposal to vwk1@cdc.gov by the due date of 4/26/18 by 2:00 pm Eastern:

Attn: Monica Shaw

(e) Offerors are requested to submit proposals, to the maximum extent possible, on high grade white paper which can be recycled.

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

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

(End of Provision)

L.4 Technical Proposal Instructions

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for award. The proposed technical approach must be described in conjunction with the tasks to be performed in achieving the project objectives. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical proposal should be in as much details as considered necessary to reflect a clear understanding of the nature of the work being undertaken.

The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that the Offeror's understanding of the work can be evaluated.

The technical proposal must include information on how the project is to be organized, staffed, and managed. This information must demonstrate an understanding of the important events or tasks and their management.

The technical proposal must not exceed 50 single-spaced, single-sided, standard 8 ½ x 11 inch typed pages with 12-point font and 1 inch margins, excluding appendices and resumes of key personnel. The business proposal must use no less than 10-point, unreduced, font.

Offerors must, at a minimum, address each of the following technical evaluation criteria.

(1) Technical Approach

The Offer will submit a detailed and comprehensive description of the approach to be utilized to accomplish the tasks and a description of activities and expected outcomes for

each task outlined. Include a discussion on the approach for identifying, mitigating, and provide recommendations for resolving major difficulties and problem areas.

L.5 Incorporation of Technical Proposal

The successful contractor's technical proposal will not be made a part of the subsequent contract.

L.6 Business Proposal Instructions (Apr 2000)

The business proposal shall be comprised of the following elements:

(a) Contract Form and Representation and Certifications

The contract form found in Part I, Section A, the completed Section B, and the Representations and Certifications contained in Part IV, Section K, of this Request for Proposals must be executed by an official authorized to bind the offeror.

(b) Contract Proposal Cover Sheet

The cover sheet of your Business Proposal must comply with **FAR Table 15-2**, which requires the following information (as applicable):

Solicitation, contract, or modification number;

Name and address of offeror;

Name and telephone number of point of contact;

Name, address, and telephone number of Cognizant Contract Administration Office;

Name, address, and telephone number of Cognizant Audit Office;

Proposed cost, profit or fee (as applicable) per year and total for all years.

Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation.

The following statement: "This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions set forth in FAR 15.403-5(b)(1) and FAR Table 15-2. By submitting this proposal, the offeror, if selected for discussions, grants to Contracting Officer or an authorized representative the right to examine, at any time prior to award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted."; Date of submission; Name, title, and signature of authorized representative.

L.7 FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may

require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include –

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

L.9 Inquiries (May 1998)

Inquiries concerning the solicitation document should be submitted in writing to the issuing office. Any additions, deletions, or changes to the solicitation will be made by an amendment. OFFERORS

*ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION CONTRACTING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT SHALL BE SUBMITTED TO THE CONTRACTING OFFICE. Inquiries should be received at the Contracting Office no later than 5:00 pm Eastern, 4/19/18 via e-mail to vwk1@cdc.gov. **Email is the preferred method for receipt of inquiries.** Offerors are requested to either put the questions directly in the body of the email or use MS Word 97 or higher, if submitting an attachment. To ensure timely and accurate processing of inquiries, offerors are instructed to put **"Questions for 75D301-18-R-67833"** in the subject line of the email. Submission of questions via email containing anything other than what is listed exactly as stated above for the subject line could result in your questions not being answered due to misrouting. Telephone inquiries will not be accepted.*

All inquiries shall be in writing, telephone inquiries will not be accepted. No questions will be accepted after the inquiry due date (4/19/18).

(End of Provision)

L.10 Incurring Costs (May 1998)

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

(End of Provision)

L.11 Alternate Proposals (May 1998)

The offeror may, at its discretion, submit alternate proposals or proposals that deviate from this solicitation's requirements; provided that the offeror also submits a proposal for performance of the work as specified in the statement of work. Alternate proposals may be considered if performance would be improved or not compromised, and if they are in the best interest of the Government. Alternate proposals, or deviations from any requirements of this RFP, must be clearly identified.

(End of Provision)

Section M - Evaluation Factors For Award

M.1 Evaluation of Technical Proposals

This award will be made as a result of "best value" source selection. Best value means that the Government will perform a price/technical trade-off analysis such that business judgment will be exercised in selecting the most advantageous alternative to the Government, considering both the price and technical merit of the proposals. The Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior technical performance. The Government will make this assessment through the development of trade-off analysis and other analytic studies that involve the assessment of the benefits of the technically superior features.

The determination of best value will be made by comparing the differences in the value of the technical factors with the differences in the prices proposed. Therefore, technical merit will be significantly more important than price.

The degree of equality between Contractors' proposals will be measured by the quantity, significance, and applicability of the superior features proposed and not by the total scores achieved. When proposals are considered being technically equal, price will then become the significant factor.

Technical evaluation criteria for this SOW are as follows:

Criteria	<u>Points or relative value of criteria</u>
Technical Approach	35%
Management Plan	35%
Staffing Plan	15%
Similar Experience	<u>25%</u>
Total Score	100%

Technical proposals will be evaluated by all members of the technical evaluation panel prior to review of cost proposals. Technical Evaluation Criteria and members of the technical evaluation panel are listed below.

Contracting Officer will perform independent review of cost proposal submission. Technical and cost issues will be discussed with offerors determined by the Contracting Officer to be within the competitive range of the acquisition. Best and final proposal submissions will be evaluated based on information provided in the response to discussions. Contracting Officer will determine successful offeror based on overall "best value" to the government. In making this determination, technical merit of proposals will be considered more important than cost or price.

Technical Evaluation Criteria:

A. Technical approach (35 points) – The contractor shall provide an analysis of the task requirements to indicate their understanding of the size and scope of task requirements, operating environment, and the task order objectives. The contractor shall provide a description of the performance techniques and methodology they propose in performance of this task.

B. Management Plan (25 points) – The contractor shall demonstrate an overall understanding of the project and adequacy and feasibility of plans to address all items in the Statement of Work. This

includes the detailed description of specific tasks to be performed, methods and resources (not staffing) to be used and a discussion of problems likely to occur and plans for addressing them.

C. Staffing Plan (15 points)- The contractor shall provide a staffing plan to demonstrate the contractor's ability to complete the tasks, including the credentials and background of key management, professional, and technical personnel to be used for each task order. The contractor should identify staff that is determined to be key personnel to the success and completion of the tasks.

D. Similar Experience (25 points) - The contractor shall provide a description of three (3) projects completed within the past three years that clearly demonstrates the contractor's experience in performing projects in similar scope, size, and complexity to the requirements described here.