

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 17

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/26/2020		2. CONTRACT NO. (If any) 75D30120P07693		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. 000HCPCC-2020-43574		a. NAME OF CONSIGNEE CDC/CCHIS/NCHS (RTP)	
5. ISSUING OFFICE (Address correspondence to) Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 626 Cochran Mill Rd Pittsburgh, PA 15236-0070				b. STREET ADDRESS 4024 stirrup creek drive	
7. TO:				c. CITY DURHAM	d. STATE NC
a. NAME OF CONTRACTOR HEALTH AND ENVIRONMENT, KANSAS DEPARTMENT OF				e. ZIP CODE 27703-	
DUNS NUMBER: 175941483				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 1000 SW JACKSON AVE				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY TOPEKA	e. STATE KS	f. ZIP CODE 66612-1300		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA 9390DUU 252P 2020 75-X-0943 5650RF1101				10. REQUISITIONING OFFICE HCPCC	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/01/2021	
13. PLACE OF				16. DISCOUNT TERMS Net 30 Days	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)		QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p><u><b>This is a firm fixed price contract.</b></u> To ensure payment, invoice must reference the contract # 200-2020-M-07693, DUNS, and Tax ID Number.</p> <p><u><b>For Invoice/Payment information:</b></u> 678-475-4510 <u><b>Send Invoices to FAX:</b></u> 404-638-5324 or Email: <a href="mailto:fmoapinv@cdc.gov">fmoapinv@cdc.gov</a></p> <p><b>Vendor POC:</b> Kay Haug PH: (785) 296-1423 Email: <a href="mailto:khaug@kdheks.gov">khaug@kdheks.gov</a></p> <p><b>CDC NCHS POCs:</b> Connie Gentry PH: (919) 541-7642 Email: <a href="mailto:cmc6@cdc.gov">cmc6@cdc.gov</a></p> <p><b>CS:</b> Eric D. Sullivan PH: (412) 386-5290 Email: <a href="mailto:lr4@cdc.gov">lr4@cdc.gov</a></p>						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			\$22,628.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Centers for Disease Control and Prevention (FMO)					\$22,628.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) PO Box 15580 404-718-8100						
	c. CITY Atlanta	d. STATE GA	e. ZIP CODE 303330080				

22. UNITED STATES  
OF AMERICA (Signature)

Eric D. Sullivan - S

Digitally signed by Eric D.  
Sullivan - S  
Date: 2020.03.25 17:23:03 -04'00'

23. NAME (Typed)  
Eric Delaney Sullivan

TITLE: CONTRACTING/ORDERING OFFICER

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	<p><b>NATIONAL DEATH INDEX (NDI) DATA</b></p> <p>Information to Establish, Maintain, and Operate the National Death Index (NDI) in accordance with the <i>Statement of Work</i> below.</p> <p>The purpose of this contract is to continue collection of information and data for the National Death Index and to assure the qualitative reliability and timely availability of those data for the upcoming performance period.</p> <p><b>Period of Performance:</b>  <b>March 26, 2020 through May 1, 2021</b></p> <p><b><u>*Partial Payments are Authorized*</u></b></p>	1 Job	\$22,628.00	\$22,628.00
	<p>Line(s) Of Accounting:            9390DUU 252P 2020 75-X-0943            5650RF1101 <b>\$22,628.00</b></p>			

## **Statement of Work**

TITLE: Information to Establish, Maintain, and Operate the National Death Index (NDI)

### **I. BACKGROUND**

In February 1977, a working group was established to develop plans and procedures for implementation of a National Death Index. Such an index would provide legitimate scientific researchers with the means to determine whether individuals in their research study had died. The working group, consisting of representatives of jurisdictions' vital statistic systems, data users, and NCHS staff, was charged with developing specific recommendations regarding datasets to be used for indexing and searching; data to be provided to users; operating procedures; user eligibility; criteria for matches; and an operating protocol.

The need for a National Death Index has been recognized for many years. This need has expanded rapidly over the years because of the development of several national programs requiring mortality follow-up of individual subjects in studies of public health and medical importance. The work group determined that the need for establishing a National Death Index was of high priority in meeting research needs at practical costs in dollars, time, and resources, and recommended an overall concept for a National Death Index and an operational protocol for developing and operating a National Death Index system.

Death records are collected from the 50 jurisdictions, District of Columbia, New York City, American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. The terms Contractor and jurisdiction are interchangeably used throughout this document and refer to one of these 57 areas.

### **II. PURPOSE**

The purpose of this contract is to continue the collection of information and data for the National Death Index and to assure the qualitative reliability and timely availability of those data for the upcoming performance period.

### **III. SCOPE OF WORK**

The Contractor shall furnish the necessary personnel, materials, services, and facilities, to establish, maintain, and operate an information system to extract selected death record information for the principal months of registration of 1 January 2020 through 31 December 2020. The Contractor shall include the information submitted specifically for the National Death Index (items in Section IV.1. below) with the demographic death record when submitted for the Vital Statistics Cooperative Program (VSCP). The NDI, demographic, and cause of death information will be extracted by the National Center for Health Statistics (NCHS) for its use in maintaining the National Death Index (NDI) file. The National Death Index file will be used to determine the death certificate number, date of death, jurisdiction of death and cause(s) of death for specific individuals included in medical and public health projects and studies.

#### IV. TASKS TO BE PERFORMED

During the performance of the contract period and utilizing the specifications provided by NCHS, the Contractor shall provide an estimated total of 26,492 records on the data file, and the Contractor specifically shall:

1. Collect and maintain the following specific items of information and operate a data system which will provide data files containing these items to NCHS per the timeframe specified in the VSCP contract. Items listed in bold text are collected solely for the National Death Index and will be stripped from the VSCP data.
  - a. Place of Death - jurisdiction, County
  - b. jurisdiction File Number
  - c. Name of Decedent - Last Name, First Name, Middle Initial
  - d. Name - Alias or Cross Reference Indicator
  - e. Sex
  - f. Date of Death - Month, Day, Year
  - g. Race
  - h. Age at Death - Unit, Number of Units
  - i. Date of Birth - Month, Day, Year
  - j. jurisdiction of Birth
  - k. Social Security Number
  - l. jurisdiction of Residence
  - m. Father's Surname
  - n. Marital Status
  - o. Multiple and underlying cause(s) of death

Data files are to be delivered in the specified NCHS format and detail in coordination with related demographic data using the State and Territorial Exchange of Vital Events (STEVE), or other method specified by NCHS.

2. Provide to NCHS a data record for each death registered in the jurisdiction's vital statistics office for the principal months of January 2020 - December 2020 including delays and any corrections that are requested for records previously submitted. Prior data year records that are registered after the jurisdiction's annual statistical cutoff are to be submitted on an electronic form (image or separate data file) or, with prior approval, on paper copy.
3. Provide a replacement file for any shipment not meeting accuracy or completeness requirements (if any).
4. Query each death record in accordance with the jurisdiction's query program and NCHS guidelines, which can be found at [http://www.cdc.gov/nchs/data/dvs/Instruction\\_Manual\\_revise20\\_2013.pdf](http://www.cdc.gov/nchs/data/dvs/Instruction_Manual_revise20_2013.pdf).
5. Develop and carry out quality control procedures designed to identify and control errors in data collection and file production.
6. Prepare a data file (NDI data shall be submitted with VSCP data) to record all items specified above for each death registered during the period covered by the contract.

7. Provide NCHS with detailed data file format and coding procedures for selected items of information upon request. These documents shall be consistent with NCHS item and code structures that will be furnished to the Contractor by NCHS prior to data file preparation by the jurisdictions.
8. The Contractor shall prepare and submit a replacement data file, at no additional cost to the Federal Government, when files fail to meet prescribed specifications and characteristics on accuracy, format, or record completeness. Corrected records shall be provided for as long as the jurisdiction updates computer records for its own use.

#### V. GOVERNMENT FURNISHED MATERIALS

No government materials will be furnished.

#### VI. PERIOD OF PERFORMANCE

The performance period will be from March 26, 2020 – May 1, 2021 for data months of January 2020 - December 2020.

#### VII. DELIVERABLES

The Contractor shall submit the data file as described in section IV to the Data Acquisition, Classification and Evaluation Branch (DACEB), Division of Vital Statistics, NCHS, P.O. Box 12214, Research Triangle Park, North Carolina 27709, the following items:

Upon request, procedures for coding selected items and data file format and layout for calendar year 2020 shall be provided.

Include NDI data items with the VSCP data file. File shall contain records for events occurring in each principal month of registration including belated records, alias records, and each principal correction received in the jurisdiction's office for any data year from 1979 forward. Principal Months: January 2020 - December 2020.

#### VIII. CONTRACTING OFFICER'S REPRESENTATIVE

Connie Gentry is hereby designated as the Contracting Officer's Representative (COR) for this contract. The COR is responsible for guiding the technical aspects of the project. The COR shall not make any commitment or authorize any changes which affect the contract price, terms, or conditions. Any such changes shall be referred to the Contracting Officer for action.



IX. PAYMENT TERMS (note if and how partial payments are authorized)

As consideration for full performance of the work stated under section IV. TASKS TO BE PERFORMED, the Government shall pay the Contractor the firm fixed price of \$22,628. Partial payments are authorized.

The number of records identified in IV. are estimates only and are not purchased hereby and is based on the previous closed data year. In no event will the Government be obligated to pay for records received when such payment would require funds in excess of the total funds available as set forth on the face page of this purchase order. Payment shall not be made for duplicate records received nor to replace records in error; payments are based on the previous closed data year counting only unique death certificate numbers received. This amount is payable upon receipt and acceptance, by the Government, of those items specified in IV.

Copies of invoices must be submitted to NCHS, Office of Acquisition Services (OAS), and Office of Financial Resources (OFR) using CDC form number SF 1034 (Public Voucher for Purchases and Services Other Than Personal). The form can be located at [www.gsa.gov](http://www.gsa.gov); select Forms Library then Standard Forms (SF) tab and scroll down the list. The following information is required for the invoice to be accepted: contract number, tax identification number, DUNS number, invoice/voucher number, contract line item number (CLIN), data months, and date invoice was prepared. Invoices can be submitted via mail, email, or fax using the information provided below.

NCHS:

Connie Gentry  
P.O. Box 12214  
Research Triangle Park, NC 27709  
Fax: (919) 541-7642

Office of Acquisition Services:

Eric Sullivan  
626 Cochrans Mill Road  
Pittsburgh, PA 15236  
Fax: 412-386-6429

Office of Financial Resources

P. O. Box 15580  
Atlanta, GA 30329  
Fax: 404-638-5324

In order to ensure prompt payment, we suggest that you submit a copy of each invoice directly to the NCHS COR and Contracting Officer or Contract Administrator concurrently with submission to the Office of Financial Resources (OFR). It saves time, postage, and speeds up the payment processing by emailing the invoices to the 3 listed email addresses below:

1. Office of Financial Resources (OFR) Email: [FMOAPINV@CDC.GOV](mailto:FMOAPINV@CDC.GOV)
2. OAS Contract Administrator Email: [ESULLIVAN2@CDC.GOV](mailto:ESULLIVAN2@CDC.GOV)
3. NCHS COR Email: [DAEBPROC@CDC.GOV](mailto:DAEBPROC@CDC.GOV)

Again, invoices must be concurrently submitted to NCHS, OAS, and OFR.

X. Special Contract Requirements

Cybersecurity Enhancement Act of 2015

Transmissions across the internet into Federal information systems are monitored for cybersecurity purposes in accordance with the Cybersecurity Enhancement Act of 2015 (6 U.S.C. §§ 151 and 151 note).

1. Rights to Data

The data obtained under this contract will be abstracted from vital records filed under the laws and regulations of the individual jurisdictions. No restrictions may be placed upon the Contractor's right to publish or disseminate information acquired under this contract.

2. Confidentiality of Contractor Provided Data

Pursuant to the Public Health Service Act (42 USC 242m.), Section 308(d), and regulations of the Secretary, the Government assures the Contractor that: (1) the information obtained under this contract will be used only for statistical research and reporting purposes by the National Center for Health Statistics and other purposes agreed to in writing by the contractor, and (2) information obtained under this contract shall not be published or released in other form if the particular establishment or person supplying the information or identified in it is identifiable unless consented to in writing by the Contractor.

It is understood that the Contractor hereby provides NCHS permission to link the VSCP and NDI files for its own projects without further jurisdiction approval, provided that no identifiable data are released or used for other than statistical tabulations.

All such projects shall meet the following criteria:

- a. Data used in the NDI file search shall have been collected by NCHS under NCHS' own legislative authority and shall be subject to NCHS' assurances of confidentiality. Applications for the NDI search shall be filed by NCHS, and all criteria for the use of NDI shall apply.
- b. No identifying data (e.g., names, addresses, social security numbers, death certificate numbers) shall be released outside of NCHS except as approved by the NDI Advisors. No follow back shall be conducted on the basis of the NDI search or any death record information without the consent of the jurisdiction NDI Advisors. NDI Advisors can require the researcher to go through full NCHS/jurisdiction review because of the researcher's desire to follow-back to the next of kin based on information found in the NDI search. This full review will have to be done prior to the NDI search being undertaken.
- c. No other agency, organization, or individual shall have exclusive rights to any of the data produced on the basis of the NDI search or the linkage of the VSCP and NDI files. Such data shall be in the public domain and shall be released by NCHS in the form of public-use data files, published and unpublished tabulations, reports, articles, and papers. All such files, tabulations, reports, articles, and papers shared outside NCHS shall meet NCHS standards on confidentiality.
- d. All statistical data released by NCHS shall be subject to NCHS' usual standards with regard to privacy and confidentiality as outlined in the NCHS Staff Manual on Confidentiality.

The Contractor also provides NCHS permission to link the birth and death VSCP files using Contractor supplied linkage information.

In all other situations, NCHS must seek jurisdiction permission before linking files containing data obtained under the VSCP contracts. Payment for these uses is negotiable.

### 3. Privacy Act Applicability (Mar 1998)

Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFT Part 5b, Privacy Act Regulations, will be provided by the Government under separate cover.



**CLAUSES**

<b>FAR SOURCE</b>	<b>TITLE AND DATE</b>
52.204-13	System for Award Management Maintenance (Oct 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.212-4	Contract Terms and Conditions- Commercial Items (Jan 2017)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Contractors (Dec 2013)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

**FAR 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE. (Feb 1998)**

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

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>

<http://www.hhs.gov/policies/hhsar/subpart301-1.html>

(End of Clause)

**52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2019)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

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

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

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

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

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).

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

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

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_X\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- \_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_\_\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- \_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_X\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_X\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_ (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

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

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

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work

terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

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

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

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

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

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

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

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



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

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

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

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

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

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

(End of Clause)

#### **FAR 52.222-36 -- Equal Opportunity for Workers With Disabilities (Jul 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.

(c) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing section 503 of the Rehabilitation Act of 1973, as amended.

(End of Clause)

**FAR 52.204-21 –Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)**

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**CDCA\_G001 – Invoice Submission (Jul 2017)**

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

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

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

Fax: 404-638-5324 Email: [FMOAPINV@CDC.GOV](mailto:FMOAPINV@CDC.GOV)

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

(b) The contractor shall submit 2 copies of the invoice to the cognizant contracting office previously identified in this contract. These invoice copies shall be addressed to the attention of the Contracting Officer.

(c) The Contractor is ☒, is not ☐ required to submit a copy of each invoice directly to the Contracting Officer's Representative (COR) concurrently with submission to the Contracting Officer.

- (d) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Office of Financial Resources is the designated billing office for the purpose of determining the payment due date under FAR 32.904.
- (e) The Contractor shall include (as a minimum) the following information on each invoice:
  - (1) Contractor's Name & Address
  - (2) Contractor's Tax Identification Number (TIN)
  - (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
  - (4) Invoice Number
  - (5) Invoice Date
  - (6) Contract Line Item Number and Description of Item
  - (7) Quantity
  - (8) Unit Price & Extended Amount for each line item
  - (9) Shipping and Payment Terms
  - (10) Total Amount of Invoice
  - (11) Name, title and telephone number of person to be notified in the event of a defective invoice
  - (12) Payment Address, if different from the information in (c)(1).
  - (13) DUNS + 4 Number
  - (14) Electronic funds transfer (EFT) banking information

(End of Clause)

**CDC37.0001 Non-Personal Services (Apr 2013)**

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

(b) The contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled "Identification of Contractors' Employees and Safeguarding Government Information." No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. . The contractor is limited to performing the services identified in the contract statement of work and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.

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

(d) Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

(End of Clause)