

	1. CONTRACT ID CODE	PAGE OF PAGES 1
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2. AMENDMENT / MODIFICATION NO. Amendment #2	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE Centers for Disease Control & Prevention Contracts Management Branch, PGO 2920 Brandywine Road, Suite 3000 Atlanta, Georgia 30341	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(/)	9A. AMENDMENT OF SOLICITATION NO. 2000-N-00120
		9B. DATED (SEE ITEM 11) / 04/10/01
		10A. MODIFICATION OF CONTRACT / ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

14. DESCRIPTION OF AMENDMENT / MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this Amendment #2 to RFP #2000-N-00120 is to: (1) reopen the procurement; (2) establish a new date and time for receipt of proposals; (3) implement the changes/modifications brought about by the question and answers under the Inquiries portion of the RFP; and (4) to modify the RFP in response to the expanded use of the contract by the DHHS and all other DHHS Agencies.

Date and Time for Receipt of Proposals:
 From: Indefinitely
 To: 2:00 p.m., Eastern Standard Time, August 30, 2001

Interested parties are advised that only modified/changed portions of the RFP are shown in Amendment #2. If the section/attachment/clause/provision does not appear in Amendment #2, there is no change to the RFP.

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

	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Section B

Note: Unless Otherwise Specified in this Section, all CLINS apply to both the full and open and small business set-aside competitions.

B.1 Task Order CLINS. **This CLIN is not for use in developing proposals. This CLIN is for post award use only.** See **Section J.1** for Level of Effort and Cost/Pricing Sheets.

Basic Period of Performance

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Cost Plus Fixed Fee	MAX VALUE		
0002	Time & Material	MAX VALUE		
0003	Labor Hour	MAX VALUE		
0004	Firm Fixed Price	MAX VALUE		

First Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0005	Cost Plus Fixed Fee	MAX VALUE		
0006	Time & Material	MAX VALUE		
0007	Labor Hour	MAX VALUE		
0008	Firm Fixed Price	MAX VALUE		

Second Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0009	Cost Plus Fixed Fee	MAX VALUE		
00010	Time & Material	MAX VALUE		
00011	Labor Hour	MAX VALUE		
00012	Firm Fixed Price	MAX VALUE		

Third Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00013	Cost Plus Fixed Fee	MAX VALUE		
00014	Time & Material	MAX VALUE		
00015	Labor Hour	MAX VALUE		
00016	Firm Fixed Price	MAX VALUE		

Fourth Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00017	Cost Plus Fixed Fee	MAX VALUE		
00018	Time & Material	MAX VALUE		
00019	Labor Hour	MAX VALUE		
00020	Firm Fixed Price	MAX VALUE		

Fifth Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00021	Cost Plus Fixed Fee	MAX VALUE		
00022	Time & Material	MAX VALUE		
00023	Labor Hour	MAX VALUE		
00024	Firm Fixed Price	MAX VALUE		

Sixth Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00025	Cost Plus Fixed Fee	MAX VALUE		
00026	Time & Material	MAX VALUE		
00027	Labor Hour	MAX VALUE		
00028	Firm Fixed Price	MAX VALUE		

Seventh Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00029	Cost Plus Fixed Fee	MAX VALUE		
00030	Time & Material	MAX VALUE		
00031	Labor Hour	MAX VALUE		
00032	Firm Fixed Price	MAX VALUE		

B.2 Base Contract. To Be Used for Contract Award Purposes (to be completed by Offerors). See revised Section J.1 for Level of Effort Chart.

CLINS/LIN	EST. COST	FIXED FEE	TOTAL EST. CPFF
90-Day Transition Period			
Basic Period of Performance			
First Option Period			
Second Option Period			
Third Option Period			
Fourth Option Period			
Fifth Option Period			
Sixth Option Period			
Seventh Option Period			
Total			\$ 0.00

Section B/Attachment J.1 – See Attachment J.1 uploaded as separate tables.

Section C/Attachment J.2

Note1: Unless specifically identified, all sections of the Statement of Work apply to both the full and open and small business set-aside competitions.

Note2: This RFP has been modified to include the potential usage by the Department and all other agencies in the Department of Health and Human Services (DHHS) in addition to CDC and ATSDR under the full and open competitive portion of the acquisition. The information provided herein relative to the expanded use is identified in bold type in italics print. All other information provided, i.e., not in bold type and italics print, are modifications made to the RFP in response to the Questions asked under the Inquiries portion of the RFP process and are underlined. In the event other DHHS agencies issue Task Orders under this contract, specific Departmental and Agency regulations, procedures, provisions, and standards will be provided to the Contractor with the Task Order Statement of Work. At that time the Contractor will be required to review and identify any specific areas which may require clarification or additional time, equipment, software, etc., by the Contractor prior to beginning performance of the work. The Contractor will be required to provide any relative costs associated with the unique differences with their proposal for the Task Order. No DHHS or DHHS Agency information is provided for C.1 at this juncture. Offerors are invited to review the DHHS organization at <http://www.hhs.gov/>

C.2 Project Identification and Purpose

This full and open competition shall be referred to as the CDC Information Technology Support (CITS) contract. The small business set-aside competition shall be referred to as the NIOSH Information Technology Support (NITS).

The purpose of this contract is to provide the Centers for Disease Control and Prevention (CDC), *the Department of Health and Human Services (DHHS), and other DHHS Agencies*, with a contractual vehicle for the ongoing acquisition of a broad array of data, information, information technology, and information system support services on an "as-needed" basis.

The objective of this contract is to provide an integrated and comprehensive contract for responsive, timely, quality, effective, innovative, efficient, and cost-effective support services incorporating all appropriate technical and security requirements, governmental regulations and standards, using industry best practices and professional standards.

Insofar as possible, the Government intends to issue task orders under this contract that are structured on a performance based contracting (PBC) basis. Section H.23 includes a list of support services for which the Government anticipates PBC task orders are the most appropriate. The statements of work (SOWs) associated with these task orders should follow the guidelines appearing in FAR Subpart 37.6 entitled "Performance-Based Contracting." See also, Section J.35 for details on the Performance Requirements that apply contract-wide. There are two contract-wide performance based measures (applicable to all task orders) that are addressed in Section H.24. The Contractor is also directed to Section J.36. J.36 provides sample templates for performance-based services in various areas that may be included in any task order that is issued by the Contracting Officer. See also, Section J.35 for details on the Performance Requirements that apply contract-wide.

C.7 Contractor Conformance with Applicable Laws, Regulations, Policies, and Standards

The Contractor shall comply with all applicable federal information technology and information management laws, regulations, policies, and standards at the government-wide, HHS, and CDC levels. The Contractor shall adhere to all requirements found in the Children's Online protection Act (COPA) in website design, development, and content

1 Expanded use of the contract by DHHS and DHHS Agencies under full and open competition only.

2 Instructions to offerors relative to task orders in the event the contract is used by DHHS and DHHS Agencies.

*work. The Contractor shall conduct all work under this contract compliant with Section 508 of the Rehabilitation Act to ensure that resulting products are accessible to persons with disabilities (See www.section508.gov). At the government-wide level, these include Office of Management and Budget (OMB), National Institute of Standards and Technology (NIST), and General Accounting Office (GAO). These can be primarily found at or through the Federal CIO Council website at: <http://www.cio.gov/>. HHS documents are found at: <http://www.hhs.gov/oirm/> and CDC documents are found at: <http://www.cdc.gov/irmo/>. **The contractor shall not develop any Internet web applications that use persistent cookies without explicit authorization by the agency's Chief Information Officer.***

CDC continues its efforts to modernize and enhance public health surveillance and information systems. CDC and its public health partners are implementing the National Electronic Disease Surveillance System (NEDSS). CDC's NEDSS implementation strategies include ensuring that relevant activities funded through its various contracts and cooperative agreement programs will be consistent with the functional and technical specifications of the NEDSS information architecture (see www.cdc.gov/od/hissb/docs.htm). The Contractor shall evaluate Task Order Statements of Work with respect to the use and compatibility of the NEDSS information systems architecture; plan how to modify the Task Order Statement of work, if necessary, so that Task Order work is consistent with NEDSS specifications; and, where possible, implement NEDSS specifications in Task Order work. In the event there is a disagreement on the implementation of NEDSS specifications in a Task Order, the Contractor shall bring this to the attention of the CDC Co-Project Officer who, in conjunction with the CDC Information Council and the CIO, will resolve the issues.

In addition, all IT capital investments, such as the development of information systems under this contract, are subject to HHS and CDC architecture and capital investment reviews in accordance with the Clinger-Cohen Act (CCA) of 1996 (formerly the Information Technology Management Reform Act) and implementing policies of OMB, HHS, and CDC (see <http://www.cdc.gov/irmo/ita.htm>).

The Clinger-Cohen Act (CCA) of 1996 (formerly the Information Technology Management Reform Act), requires agencies to have a robust IT capital investment process integrated with the budget process. The investment review process shall ensure investments are: 1) aligned with the agency mission, 2) prudent, 3) successful, and 4) the best use of the resources. Investments must also be compliant with the HHS and CDC architecture and policies. Task orders issued under this contract that meet the criteria will be required to undergo CDC's IT capital investment management process and where applicable, the HHS information technology investment review board (ITIRB). In addition, CCA and implementing policies require agency enterprise architectures. Contractor work is also required to conform to HHS and CDC enterprise architecture standards (see: <http://www.cdc.gov/irmo/ita/> and <http://www.hhs.gov/eim> and HHS and CDC IT policies).

Section D – No changes.

Section E – No changes.

Section F

F.1 Deliverable(s) Schedule (Jul 1999)

The Contractor shall deliver to the Co-Project Officer(s), Centers for Disease Control and Prevention (CDC), the reports specified in Section C.17, and such other reports as may be specified in individual *CDC/ATSDR Task Orders*, within the time frames specified.

The Contractor shall deliver to the Technical Monitor specified on other DHHS Agency Task Orders the reports identified in the Task Order within the timeframes specified. The Contractor shall include for all other DHHS Agency Task Orders appropriate reporting specifics to the CDC Co-Project Officers the details of which pertain to the reports identified in Section C.17 for all other DHHS Agency Task Orders.

In addition, one copy of the reports specified in Section C.17 shall be furnished to the Contracting Officer, Centers for Disease Control and Prevention (CDC), Procurement and Grants Office, Contracts and Purchases Branch, 255 East Paces Ferry Road, N.E., Room 204, Mailstop E01, Atlanta, Georgia 30305

F.2 Period of Performance (Task/Delivery Order Contracts) (Jul 1999)

(a) Contract: The period of performance is anticipated to be a base period of performance of three months, beginning on or about April 01, 2002 and ending June 30, 2002. Thereafter, the Government anticipates six 12-calendar month option periods and one final option period that begins on or about July 1, 2008 and ends on or about **March 31, 2009** so that the full term of the contract does not exceed 84 months. The effective date of the contract is shown on the face page of the contract. All option periods are exercised at the discretion of the Government.

(b) Task Orders: The time for completion of each Task Order will be determined for each individual Task Order through the mutual agreement of the parties involved. The Contracting Officer may award Task Orders under the contract at any time during the contract period of performance. The actual performance of the work may extend beyond the contract period. ***However, no Task Order will extend beyond 90 calendar days from the expiration date of the final option period of the contract.***

F.3 Place(s) of Performance (Jul 1999)

The Contractor shall perform all work under this contract at the locations identified in Section J.7 ***as well as any DHHS agency location stated in approved task order.***

Section G

G.1 Payment by Electronic Funds Transfer (Jan 2000)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration, incorporated by reference in Section I, requires the Contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) The Contractor shall make the designation by submitting the form titled “ACH Vendor/Miscellaneous Payment Enrollment Form” to the address indicated below. Note: The form is either attached to this contract (see Section J.39, List of Attachments) or may be obtained by contacting the CDC Financial Management Office at (404) 687-6666.

(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.

(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:

Centers for Disease Control and Prevention
Attention: Financial Management Office
Post Office Box 15580
Atlanta, Georgia 30333

(e) The completed form shall be mailed to the address listed in the request for task order when the task order is issued for another DHHS agency.

(End of Clause)

G.2 Voucher/Invoice Submission -- Cost Contracts (Apr 2000) (To be Included in Cost Reimbursement Task Orders)

(a) Contractor voucher requests for reimbursement shall conform to the form, format, and content requirements of the Billing Instructions for Negotiated Cost Type Contracts, made a part of the contract in Section J.38, as may be supplemented by specific instructions of the Contracting Officer.

(b) The Contractor shall submit an original and (number of copies to be determined after contract award) copy of Task Order invoices/vouchers to the address shown below:

<u>Full and Open</u>	<u>Small Business Set-Aside</u>
Centers for Disease Control and Prevention Attention: Contract Specialist 2920 Brandywine Road, Suite 3000 Atlanta, Georgia 30341	Centers for Disease Control & Prevention Attention: Contract Specialist 2920 Brandywine Road, Suite 3000 Atlanta, Georgia 30341

(c) The Contractor is required to provide a copy of each of its voucher requests for reimbursement to the Project Officer (or to the Task Order Project Officer or Technical Monitor if this is a task order contract) concurrently with submission to the Contracting Officer.

(d) The Contractor shall submit an original and (number of copies to be determined after contract award) copy of task order invoices/vouchers to the other DHHS agency address shown on the task order when the task order is issued to a DHHS agency.

(End of Clause)

G.3 Invoice Submission (Jul 1999) (To be Used On Other Than Cost Plus Fixed Fee Type Task Orders)

(a) The Contractor shall submit an original and (number of copies to be determined after contract award) copies of contract invoices to the address shown below. ***When the task order is issued for a DHHS agency, the address will be shown on the individual task order.***

Centers for Disease Control and Prevention
Attention: Contract Specialist
2920 Brandywine Road, Suite 3000
Atlanta, Georgia 30341

(b) The Contractor is required to submit a copy of each invoice directly to the applicable Technical Monitor concurrently with submission to the Contracting Officer. When concurrent submission to the Technical Monitor is required, the date of receipt of an invoice by the Contracting Officer shall control for purposes of determining whether interest is required under the Prompt Payment Act.

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

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

The paying offices are as follows:

Full and Open

Financial Management Office
Post Office Box 15580
Atlanta, Georgia 30333

Small Business Set-Aside

Financial Management Office
Robert A. Taft Building
4676 Columbia Parkway
Cincinnati, Ohio 45226

Note: Required for Time and Materials & Labor Hour invoices only: Not required for use with Firm Fixed Price invoices. The Contractor shall, in addition to the above requirements, submit a detailed breakout of costs as supporting backup and shall place the following signed Contractor Certification on each invoice/voucher submitted under this contract:

I certify that this voucher reflects (fill in Contractor's name) request for reimbursement of allowable and allocable costs incurred in specific performance of work authorized under Contract (fill in contract number)/Task (fill in task order number, if applicable), and that these costs are true and accurate to the best of my knowledge and belief.

**(Original Signature of Authorized Official)
Typed Name and Title of Signatory**

The date of receipt of a proper invoice/voucher by the Contracting Officer shall be used for the purpose of Prompt Payment Act time computations.

(End of Clause)

G.7 Applicable Service Contract Act Wages (Jul 1999)

The Wage Determinations located at Section J.24 specify minimum hourly rates of wages that shall be paid to all employees performing work on the Task Orders issued against this contract *for the CDC/ATSDR*. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Service Contract Act of 1965, as amended. (See FAR 52.222-41, incorporated by reference in Section I.). *When the task order is issued for another DHHS agency, and the place of performance known, the Government will request a wage determination(s) from the United States Department of Labor. The Government, upon receipt of the wage determination(s), will modify said wage determination(s) into the task order and the Contractor is required to pay at least the minimums called for in the applicable wage determination(s) retroactive to the date the task order was issued.*

(End of Clause)

G.12 Property Administration

Patricia A. Fisher, Centers for Disease Control and Prevention, Material Management Branch, 4998C South Royal Atlanta Drive, Tucker, Georgia 30084, is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or duly designated successors. The Contractor agrees to identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator.

The Property Administrator for other DHHS agencies that issue task orders against this contract will be designated on those task orders. The remaining details of this provision apply.

(End of Clause)

Section H

H.1 Security Clearance Requirements (Jul 1999)

(a) Definitions. "Employees" means both contractor and subcontractor employees unless otherwise noted:

The phrase "CDC owned or leased facilities" includes ATSDR, NIOSH/PRC/Pittsburgh, Pa.; NIOSH/Morgantown, W.V.; NIOSH/SRC/Spokane, WA; NIOSH/Cincinnati, Ohio; NCHS/Research Triangle Park, N.C.; NCHS/Hyattsville, Md. NCID/Fort Collins, Colorado; NCID/Anchorage, Alaska, and NCID/San Juan, Puerto Rico, as well as any other locations added during the term of the contract.

In the event a task order is issued for another DHHS agency, other than the CDC/ATSDR, applicable security provisions will be detailed in the task order at Attachment J.4.

(b) General. All contract employees who will be performing work under this contract on-site (i.e., in a CDC owned or leased facility) for a period exceeding 90 days in duration (45 days if employee is designated to work in Building 10, 15, or 17 at 1600 Clifton Road, Atlanta, GA, or at CDC's Lawrenceville, GA facility) shall receive a favorable suitability determination prior to reporting to work at an on-site facility. Any contract employee(s) who cannot obtain a favorable suitability determination, will not be permitted to work at an on-site facility (see paragraph (c) below on temporary determinations.).

The Contractor shall be responsible for managing its workforce to ensure that sufficient contract employees who meet all suitability requirements are available to perform the duties required under the contract. New or replacement contract employees must have previously received a favorable suitability determination in sufficient time to perform work at an on-site facility under the contract. If it has been over one (1) year since a contract employee has worked in a position on a Federal contract for which a security clearance was required, a new National Agency Check and Inquiry (NACI) must be obtained.

(c) Temporary Determinations/Clearances. The Contracting Officer may, as appropriate, authorize and grant temporary suitability determinations to contract employees. However, the granting of a temporary determination shall not be considered as assurance that full clearance will follow. The granting of a temporary determination shall not prevent, preclude or bar the withdrawal or termination of any temporary determination. Prior to the Government's issuance of a temporary determination, the Contractor shall obtain and provide to the Contracting Officer a statewide criminal records check for all on-site contract employees. The Contractor shall also obtain and provide to the Contracting Officer a statewide motor vehicle violations check for any contract employee required to operate a motor vehicle as part of their duties under the contract at an on-site facility. All criminal record checks and motor vehicle violation checks shall cover a twelve (12) month period beginning twelve (12) months prior to the date of the contract award. Criminal record checks and motor vehicle violation checks may be obtained through local state, county or city law enforcement agencies at contract employees place of residence. Where state-wide criminal record and motor vehicle violation systems are not available, county-wide or city-wide checks may be substituted. All substitutions shall be certified by the law enforcement agency that a statewide criminal record system is not available.

(d) Required Information for NACI Clearance. Unless otherwise specified, the Contractor shall submit the completed forms specified below to the appropriate office as directed by the Contracting Officer not later than 5 calendar days from the effective date of the contract. Items (1) through (6) must be completed by contract employees who require access to on-site facilities in the performance of the contract. Additionally, the contractor shall furnish, on a monthly basis, item (7) (if the information requested in Item (7) is provided as part of the Contractor's standard invoice, no additional submission is required). The Government will furnish the necessary forms to the Contractor.

(1) 2 completed Forms FD-258, "FBI Fingerprint Charts"***

(2) 1 completed Standard Form 85, "Questionnaire for Non-Sensitive Positions"

(3) 1 completed "Declaration for Enrollment"

(4) 1 resume or curriculum vitae or completed job application form

(5) 1 copy of the statewide criminal records check

(6) 1 copy of the motor vehicle violations check (when applicable)

(7) A complete listing of all current Contractor and Subcontractor on-site employees by name, work location and employer.

***The CDC, Human Resources Management Office (HRMO) have the necessary equipment to complete fingerprint charts (FD-258). The Contractor may contact the Contracting Officer for arrangements regarding utilization of the HRMO fingerprinting equipment. The fingerprint charts may also be completed through a local state, county or city law

enforcement agency at the employee's place of residence.

Using the required information specified above, a National Agency Check and Inquiry (NACI) will be processed by the CDC through the Office of Personnel Management and the Federal Bureau of Investigations (OPM/FBI) on each contract employee who will be performing duties on-site.

(e) Removal of Contractor Employees. The Contracting Officer may request the Contractor to immediately remove any contract employee from the on-site facility who has failed to receive a suitability determination and whose continued employment is deemed contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the on-site facility and its population. The Contracting Officer may also request the Contractor to immediately remove any contract employee from the on-site facility should it be determined that the individuals are being assigned to duty who have been disqualified for suitability reasons, or who are found to be unfit for performing duties during their tour(s) of duty. Contract employees who are requested to be removed from the on-site facility are required to leave the work site immediately.

The Contracting Officer will make all determinations regarding the removal of any contract employee from the on-site facility, except under certain conditions. When a Contracting Officer is not available, either during the day or after normal business hours, or in situations where a delay would not be in the best interest of the Government, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population, the Project Officer will have the authority to direct the immediate removal of the contractor employee from the on-site facility. The Contracting Officer shall subsequently provide the official notification to the Contractor for removal of a contract employee from the CDC facility. When removal is directed due to a non-suitability determination as a result of the NACI, no further information will be provided. If removal is directed for other reasons relating to specific conduct of the employee during performance of the work, the Contracting Officer's official notification will provide information as to these reasons.

(f) Identification Badges/Cardkey Access.

(1) Identification Badges:

The Contractor shall require each contract employee who has been authorized unescorted access to an on-site facility, either through the temporary clearance process or the formal NACI process, to display an identification badge as required and furnished by the CDC. The Contractor shall submit to the Project Officer a completed Identification Badge Request Form (CDC Form 0.1137) for each contract employee who has been authorized unescorted access to an on-site facility. Contact the Project Officer for details on additional procedures, specific addresses and hours of business for issuance of Identification Badges for all other CDC locations.

(2) Cardkey Access:

Unescorted access to certain on-site facilities at CDC may only be gained through the use of a Cardkey. If a contract employee has been determined to need regular unescorted access to one of the Cardkey access designated areas, a Cardkey Request Form (CDC Form 0.834) must be completed and submitted to the Project Officer for written approval. Contact the Project Officer for details of procedures and specific addresses and hours of business for issuance of Cardkey Access.

(3) Return of Identification Badges/Cardkeys

The Contractor shall arrange for the return of any employee identification badges and/or cardkeys immediately upon their separation of the duties at the on-site facility. Contact the Project Officer for location of the depositories for the return of badges. Cardkeys shall be returned to the appropriate Physical Security Activity Office.
(End of Clause)

H.3 Smoke Free Environment (Jul 1999)

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

(End of Clause)

H.6 Privacy Act Applicability (Apr 2000)

(a) 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 CFR Part 5b, Privacy Act Regulations, may be obtained at <http://www.access.gpo.gov/nara/cfr/>

(b) The Project Officer is hereby designated as the official who is responsible for monitoring contractor compliance with the Privacy Act.

(c) In the event a task order issued to another DHHS agency, the Technical Monitor for the task order is designated as the official who is responsible for monitoring compliance with the Privacy Act.

(End of Clause)

H.9 Government Property (Jan 2000)

(a) Government-Furnished Property (GFP). The Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government in the performance of this contract provided the property is furnished, or the Contractor is notified of the Government's intent to furnish it, prior to the Contractor's commitment to acquire such items. A listing of Government Furnished Property is furnished in Sections J.28 and J.29. Title to all property furnished by the Government shall vest in the Government.

(b) Contractor-Acquired Property (CAP). Regardless of the place of performance, when the costs of such items will be charged to the contract, the Contractor must receive written consent from the Contracting Officer prior to purchase of any item which requires such consent under FAR 52.244-2 (see Section I, FAR 52.244-2, paragraphs (c), (d) and (e)).

(c) If performance of this contract is within and on Government facilities, and the Government-furnished property or contractor-acquired property is for use only within or on the Government facilities, the control and accountable record keeping for such property shall be retained by the Government (see FAR 52.254-1, Property Records). The Contractor shall remain accountable for loss or damage, but will not be required to submit an annual inventory or place its own bar codes on the items. The Government will provide property labels and other identification for contractor-acquired Government property under this paragraph.

(d) If performance of this contract is not within Government facilities, and there is either Government-furnished property or contractor-acquired property being used in performance of the work, the Contractor shall be responsible for the control and accountable record keeping for such property in accordance with FAR Subpart 45.5 as supplemented by HHS Publication (OS) 74.115 entitled "Contractor's Guide for Control of Government Property," a copy of which will be provided upon request.

(e) The Chief of Material Management Branch, PGO, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or a duly designated successor(s). The Contractor shall identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the "Contractor's Guide for Control of Government Property."

(f) In the event a task order is issued for another DHHS agency other than CDC/ATSDR, applicable Government Furnished Property listings will be issued under the task order @ Section J.5. All other instructions provided herein apply with the exception that a DHHS or DHHS agency Property Administrator will be designated the Property Administrator of the task order.

(End of Clause)

H.14 Training of Contract Employees

(a) The Contractor's staff may be required to attend CDC-provided security training and other technical training, as determined to be in the best interest of the Government. This may include authorizing Contractor employees to attend training provided through the CDC Employee Development Branch, or authorizing the Contractor to obtain training from outside sources.

(b) In the event a task order is issued to another DHHS agency, the Contractor's staff may be required to attend the DHHS agency provided security training and other technical training, as determined to be in the best interest of the Government. This may include authorizing Contractor employees to attend training provided through the DHHS and/or DHHS agency Employee Development organization, or authorizing the Contractor to obtain training from outside sources.

(End of Clause)

H.16 Organizational Conflicts of Interest – Special Clause

(a) The primary purpose of this clause is to aid in ensuring that the contractors (1) are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity.

(c) The contractor shall be ineligible to participate in any capacity in *DHHS, DHHS agency, including CDC/ATSDR* contracts, subcontracts, or proposals (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract **(e.g., writing a requirements analysis for the Government which results in the Government pursuing a procurement directly related to the analysis written by the CITS or NITS contractor).** **This provision in no way restricts the CITS or NITS contractor from competing for work unrelated to the work performed under the CITS or NITS contract.** Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any consulting or support services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this clause shall preclude the contractor from competing for follow-on contracts for support services.

(d) If the contractor under this contract prepares a complete or essentially complete statement of work or specification (including product description) to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specification.

(e) Nothing in this clause shall preclude the contractor from offering or selling its standard commercial items to the Government, provided that such sale is not the result of any analysis or recommendations made to the Government under this contract.

(f) If the contractor, in the performance of this contract, obtains access to information or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the *DHHS and DHHS agencies, including CDC/ATSDR*, based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously or otherwise made available to the public by *the DHHS and DHHS agencies, including CDC/ATSDR*.

(g) The contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose consistent with the Rights in Data provisions of this contract.

(h) The contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, an immediate and full disclosure shall be made in writing to the Contracting Officer that shall include a description of the action that the contractor has taken or proposed to take to avoid or mitigate such conflicts.

(i) The contractor shall include this clause, including this subparagraph, in subcontracts of any tier that may involve technical consulting or management support services.

(j) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

(k) Requests for waiver under this clause shall be made direct, in writing, to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

(End of Clause)

H.19 Warranty Exclusion and Limitation of Damages – Special Provision

Deleted in its entirety.

H.20 Contractor Acquired Property

The Contractor may be authorized to purchase under other direct costs the following:

- Software manuals for development or support purposes only; and the
- Purchase or rental of unique hardware and software (not specified in the statement of work) for development or support purposes.

Contractor shall, if requested, provide proof of license of all software used in performance of this contract. Only licensed software and in-house developed code (including Government and contractor developed) shall be used on CDC systems. No public domain, shareware, or bulletin board software shall be installed unless prior written approval is obtained from the Contracting Officer or Co-Project Officers.

The terms and conditions of this provision shall apply as appropriate to all task orders issued in support of other DHHS agencies.

agencies.

(End of Clause)

H.21 Automated Information Systems Security Requirements

(a) General. CDC has instituted an Automated Information System (AIS) Security program as defined in the DHHS Information Resources Management (IRM) Manual, Part 6, AIS Security Program Handbook and other applicable regulations, requirements, and restrictions pertaining to AIS security. By accepting this contract, the Contractor providing application systems or Federal information Processing (FIP) resources to CDC, a component of the Department of Health and Human Services (DHHS), agrees to comply with the applicable AIS security policy. The Contractor shall include this requirement in any subcontract awarded under this prime contract. Failure to comply with said requirements may constitute cause for termination for default.

(b) Employee Security Clearances. Contractor employees in AIS-related positions must comply with the criteria for assigning risk level designations in the Federal Personnel Manual (FPM), Section 731, “Personnel Suitability”. A copy will be provided upon award of the contract. Risk level designations will be made by CDC’s Information Systems Security Officer and CDC Co-Project Officers.

Contractor employees assigned to a 6C (high risk) position are subject to a Background Investigation (BI). Contractor employees assigned to a level 5C (Moderate Risk) position, with no previous investigation and approval, must undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), or possibly a Limited Background Investigation (LBI). Contractor employees assigned to a Level 1C position (Low Risk or Non-sensitive) are subject to a National Agency Check and Inquiry (NACI). Contractor employees who have previously been investigated and approved (by another approved agency or organization under appropriate authority for processing investigations), within the past five years, may only need to be subject to an updated or upgraded investigation.

Verification of these clearances, e.g., duplicate copies of processed forms verifying processing under Section 3(a) of Executive Order 10450, must be submitted to the Contracting Officer for verification. The contractor must submit to the Contracting Officer copies of the following forms for employees who do not already have the required clearances:

- (1) Standard Form 85-P, "Questionnaire for Public Trust Positions"
- (2) Standard Form FD 258, "Finger Print Form"

Personnel without required security clearances cannot perform any contract work unless they are escorted by Government personnel while on site.

(c) Non-Disclosure Agreement Requirements. Contractor employees must sign a written non-disclosure agreement before data and information otherwise exempt from public disclosure (e.g. Privacy Act or Data Collected Under an assurance of Confidentiality) may be disclosed to them. A sample disclosure statement is provided as Section J.33. In addition to the non-disclosure agreement, the Contractor shall establish and follow the security precautions considered by CDC to be necessary to ensure proper and confidential handling of data and information. This information is more specifically addressed in the DHHS Automated Information Systems Security Program (AISSP) Handbook.

(d) Compliance Monitoring. Upon five (5) days advance notice in writing, the Contractor shall afford CDC personnel full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and databases which the Contractor may develop or employ in the conduct of this contract for the purpose of carrying out a program to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, confidentiality, and timely access by authorized persons. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Changes or corrections to existing safeguards or institution of new safeguards are subject to the mutual agreement of the parties. The Government reserves the right to make the final determination of appropriateness of such changes or corrections. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) Permitting Access to Secure Systems. While the CDC E-mail system is designed secure, i.e. it employs encryption technology on all message traffic, users are not guaranteed absolute privacy of their E-mail. The Contractor shall not allow employees to use files (script) for logging onto systems that contain the employee's password(s). Contractor multi-user systems used to process data under this contract shall use the following pre-logout warning message:

WARNING

WARNING

WARNING

THIS COMPUTER IS OPERATED BY/FOR THE U.S. GOVERNMENT. UNAUTHORIZED ACCESS TO AND/OR USE OF THIS COMPUTER SYSTEM IS A VIOLATION OF LAW AND PUNISHABLE UNDER THE PROVISIONS OF 18 U.S.C. 1029, 18 U.S.C. 1030, AND OTHER APPLICABLE STATUTES.

The Department of Health and Human Services considers E-mail messages, as part of government-provided E-mail systems, to be Government property. While all employees, including system administrators, are expressly prohibited from violating the security of the E-mail system, as well as other information system security protections, by intercepting and/or reading E-mail traffic arbitrarily, there may be occasions due to technical, administrative, or legal reasons for systems administrators to access messages upon authorization by two concurring senior management officials.

System administrators shall obtain a written authorization Section J.10 before taking actions that would allow anyone other than the intended recipient to read the contents of an e-mail message or messages or obtain access to any other password-protected electronic system or file. Improper and unauthorized access of other person's e-mail messages or other secure information systems is a violation of federal regulation and policy and may also violate other federal security and privacy laws. Such actions will result in appropriate legal or contractual action.

Under no circumstances is a contractor permitted to make any use of Government computer equipment, software, or supplies for purposes other than performance of this contract.

(f) Employee Resignation or Termination. When an employee no longer requires access to the system (if the employee leaves the company or the contract), the contractor shall notify the Co-Project Officers within two working days. At contract completion or termination, the contractor shall provide a status list of all users and note if any users still require access to the system to perform work under any other contract. Any group accounts or other means of gaining access to the system shall be listed also, this includes maintenance accounts and security bypasses. If an employee is fired or leaves the contract or company under adverse conditions, the contractor shall notify the Co-Project Officers before the employee is removed, if possible. If circumstances make advance notification impracticable, the contractor shall notify the Co-Project Officers immediately after dismissing the employee, so that the Government may terminate that employee's access to CDC systems. When an employee leaves the contract, the contractor shall ensure that all files are disposed of via transfer to another user, archive, destruction, etc. as appropriate. The Contractor shall report such disposition in a separate section of the summary monthly report.

(g) Contract Closeout. Upon completion of the work of this contract, or of each task order issued under the contract, including delivery of all required deliverables, the contractor shall submit to the Contracting Officer a statement certifying that the data processed during the performance of this contract has been purged from all data storage components of its computer facilities, including system backups, and no output has been retained by the contractor. If immediate purging is not possible, the contractor shall certify that any CDC data remaining in any storage component, including system backup, will be safeguarded to prevent any unauthorized disclosure.

(h) Miscellaneous. The details of any security safeguards that the contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the Contracting Officer's written consent. Likewise, the details of any security safeguards that may be revealed to the Contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's written consent. Any information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such materials shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an authorized officer or employee of the contractor shall require written approval of the Contracting Officer. *Other DHHS agency issued task orders shall include the provisions addressing Automated Information Systems Security Requirements.*

Any information with personal identifiers shall be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output shall be given the same level of protection as required for the source materials.

The Government reserves the right to conduct, or employ a third party to conduct, security auditing, penetration testing, and other related measures on a recurring basis to ensure sufficient security practices and controls are in place and working effectively. The contractor will take necessary corrective actions as soon as practical to address any vulnerabilities identified or inconsistencies with the contractor's approved security plan or other requirements of this contract. Emergency risk mitigation actions may be required by the Government if deemed warranted. Failure to comply could result in suspension or termination of tasks where the risks to the Government's assets and interests are deemed sufficiently compromised or at risk.

(End of Clause)

H.22 Technology Refreshment

It is anticipated that during the life of the contract, new and enhanced information and data processing technologies will become commercially available. The Contractor shall research, test, evaluate new technologies and provide presentations to CDC relative to these technologies on a quarterly basis. The Contractor shall provide descriptive technical and cost information to the CDC/ATSDR Co-Project Officer(s), Technical Monitor(s), and/or Technical Contact(s) as appropriate. These technologies may be accepted at the option of the Government, provided at least equivalent performance with economic benefits or significantly enhanced performance accrues to the Government. *In the event a Task Order is issued for another DHHS agency issues a task order under the contract, the terms and conditions of this provision may be instituted.*

The introduction of commercially available software, hardware, and equipment into an existing system may result in the temporary degradation of the system's performance. When this condition occurs, it creates processing delays and increases costs to the users. To limit the effects of such occurrences, the Contractor shall obtain the written approval of the Contracting Officer, or a duly authorized representative, prior to the introduction of software, hardware, and equipment into the system. The purpose of this requirement serves to notify the Government of the contemplated change and to allow sufficient dialogue between both parties as to the potential impact of the change. The Government will review the potential impact of any software package on the operations of the systems supporting this contract and determine the acceptability of the addition to the current operating environment.
(End of Clause)

H.23 Performance Based Task Orders

The Government anticipates that there will be Task Orders that lend themselves to performance based contracting techniques. *Each task order contemplated under this contract will be evaluated for applicability of performance-based techniques.* When a Statement of Work is identified as having the needed elements for performance based techniques the Government will so inform the Contractor in order that performance requirements, performance standards, methods of measurement, performance metrics, and performance incentives, as applicable, can be developed and agreed upon. The Government believes that the following services could lend themselves to performance based techniques: Help Desk Support, Software Support, Data Entry Services, Creating and Maintaining Storage Library of Current CDC IT Policies and Procedures Configurations for Hardware, Software, LAN/MAN/WAN and all Software Documentation and Licenses, Asset Management Tracking, IT Architecture Change Tracking, and Some Software Development Projects. Sample templates, applicable to these various areas are included in Section J.36. The information included in this attachment is informational in nature. Any performance based measures and/or incentives adopted at the task order level are unique and dependent upon the specific task order requirements and will be negotiated and agreed upon between the Contractor and the Government. A Quality Assurance Surveillance Plan must be developed for any performance based task orders containing monetary incentives or disincentives. A sample Quality Assurance Surveillance Plan is included in the solicitation as Section J.37.

H.25 Agency Ombudsman (Jul 2000)

Deleted in its Entirety

H.28 Work In Laboratory Environments

Some work requires access to laboratory environments that may require that personnel have immunizations and/or tests (e.g., baseline serum, Hepatitis B and Rabies vaccination, TB skin test) before entering those areas. The Government will be responsible for notifying the Contractor in advance which immunizations or tests are required for access to any given laboratory area. *DHHS, other DHHS agencies, and CDC* will provide or reimburse the contractor for immunizations to contractors required to enter areas where there is a risk of exposure to infectious agents unique to their environment. Medical surveillance may be required for entry into some DHHS workspaces.

Section I – No changes.

Section J

Note: Attachments 4, 5, and 41 are reserved for use by other DHHS agencies in the event task orders are issued to them under this contract. All other Attachments will be replaced with specific DHHS agency documents as required by the nature of the task order issued.

<u>No.</u>	<u>Title</u>
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1. Section B - Level Of Effort Matrix
2. Section C – Statement of Work

3. CDC IRMO Strategic Plan <http://www.cdc.gov/irmo/irmsplan2001.pdf>
4. **[Reserved for other DHHS Agencies]**
5. **[Reserved for other DHHS Agencies]**
6. General Description of Information System Development and Support Requirements by CDC/ATSDR Organizations
7. Places of Performance
8. CDC Employee Use of Information Technology Resources
9. CDC ADP Security Policy
10. CDC Authorization for Single Instance Access – Sample Form
11. CDC Information Security Policy
12. CDC Information Resources Management Policies
13. CDC & ATSDR Microcomputer and LAN Standards/Guidelines
14. CDC Numbering Standards for Network Based Service Providers
15. CDC Security Standards for Novell File Servers
16. CDC Naming Standards for Network Based Service Providers
17. CDC WAN Emergency Notification Procedures
18. CDC WAN Notification
19. CDC Standard for Dial_In/Dial_Out Access to CDC PCs and/or the CDC-Net
20. CDC Guidelines/Protocol for Contacting WAN/LAN Support
21. CDC Enterprise Network Service Operations Chart
22. CDC Standards for Exchange Public Folders
23. CDC Netware 5 Architecture and Implementation Plan
24. CDC Department of Labor Wage Determinations
25. Labor Category Descriptions
26. CDC Estimated Data Entry Quantities
27. CDC/ATSDR Staffing Profile Estimates by Geographic Locations and Onsite/Offsite Location
28. CDC Government Furnished Property – Software – **Note: Full and Open Only. N/A for Set-Aside.**
29. CDC Government Furnished Property – Hardware – **Note: Full and Open Only. N/A for Set-Aside.**
30. Past Performance Customer Survey Questionnaire
31. Applicable Federal Information Processing Standards (FIPS) - <http://www.itl.nist.gov/fipspubs/0-toc.htm>
32. Contractor Performance Report
33. Confidentiality Agreement Sample
34. DHHS Small, Small Disadvantaged, HUBZone and Woman Owned Small Business Subcontracting Plan
35. Contract Wide PBSC Requirements
36. Sample Task Order PBSC Requirements
37. Sample Quality Assurance Surveillance Plan
38. CDC Billing Instructions
39. SF 3881 Electronic Funds Transfer Enrollment Form
40. Solicitation Mailing List
41. **[Reserved for other DHHS Agencies]**
42. **CDC Policy Connection to External LANS**

Section K – No changes.

Section L

L.2 FAR 52.216-1 Type of Contracts (Apr 1984)

The Government contemplates awarding two (2) contracts under this solicitation. Both awards will be ID/IQ cost plus fixed fee type contracts. One contract will be awarded using full and open competition procurement techniques for the **DHHS, DHHS agency, and** CDC-wide portion of the work (CITS) and one contract will be awarded using total small business set-aside competition techniques for the work to be performed in Morgantown, West Virginia and Cincinnati,

Ohio for NIOSH. All funding on both contracts will be committed under negotiated task orders. Task Order Statements of Work will be written by the Government and depending on the Statements of Work, Task Orders will be negotiated as cost plus fixed fee, firm fixed price, or time and materials.

(End of Provision)

L.11 Oral Presentation Instructions

After submission of initial proposal information (the written Technical Proposal and written Business Proposal), the government will perform an initial evaluation of proposals and consider two options: (1) make award without further discussions with any of the offerors; or (2) establish a competitive range consisting of the most highly rated offerors and proceed to the oral presentation phase of the procurement. If a competitive range is established the government will hold oral presentations with all offerors in the competitive range. Oral presentations do not constitute discussions. Should the government be unable to proceed to award after oral presentations, offerors in the competitive range will be contacted to set up discussions.

The government will send an electronic transmission; facsimile or e-mail, to each offeror in the competitive range to establish a date, time, and place for oral presentations. Offerors shall have 24 hours from receipt of that electronic transmission to confirm, either via return facsimile or e-mail or telephone, the date and time selected by the Contracting Officer. Saturday and Sunday confirmations can be submitted in the following manner: electronically to e-mail addresses: dsf2@cdc.gov or skiddoo@cdc.gov, telephonically to (770) 488-2602/2605; or electronically to facsimile number (770) 488-2670 or (770) 488-2671. In the event no written confirmation is received or exception taken within the allotted 24-hour response time frame, the date and time assigned by the government will stand. No rescheduling will be allowed once dates are selected. The government's assigned dates shall allow each offeror ten (10) calendar days for preparation time between the time of notification and the oral presentation date selected.

Members of the government evaluation team, including the Contracting officer or a duly authorized representative, or both, will attend oral presentations for all offerors in the competitive range. Offerors shall make presentations in person at the location designated by the Contracting Officer. Submission of videotapes or other forms of media (notwithstanding presentation materials such as a slide/overhead presentation), in lieu of in-person oral presentations will not be authorized. The government reserves the right to call for an intermission during the conduct of the presentation that will not be counted as part of the offeror's oral presentation time limit. The government will not engage in negotiations or discussions during these oral presentations; however, questions of a clarifying nature may be asked by the Contracting Officer or duly authorized representative at the conclusion of oral presentation topics.

Offeror's Oral Presentation Team

All proposed Key Personnel of the prime contractor and subcontractor(s), if applicable, as well as the senior most proposed members of the subcontractors, shall be allowed to participate in the presentations themselves. Key Personnel must either be employed by the offeror or the subcontractor(s) or have letters of commitment for employment contingent upon award. It is the offeror's responsibility to determine how many and the roles each will play in the oral presentations; however, Key Personnel staff shall be the primary presenters. Other members of the offeror's team in attendance shall only serve in supporting roles, e.g., responding to the Government's questions. Prior to the beginning of the presentation, the offeror shall introduce each person in attendance, their title, proposed involvement in the contract, and current job responsibilities regardless of whether they are already employed by the offeror or subcontractor or have letters of commitment for employment contingent upon award. Each introduction shall not exceed two minutes and will not be charged against the oral presentation time limit. Oral Presentations shall not exceed four (4) hours for all topics, questions, answers, and breaks.

Oral Presentation Content

Each offeror in the competitive range shall make a presentation on how the offeror will manage the work under this

contract including:

- transitioning tasks orders from incumbent contractor. Also, discuss the resources you will initially commit to the transition and the technical work during the transition process.
- addressing rapid technology change in the marketplace;
- addressing the IT and other talent needs for this contract in today's dynamic labor market;
- tracking, monitoring, and reporting to government customers on projects and tasks under this contract;
- capturing, managing, and sharing knowledge, expertise, and information across the contractor(s)' enterprise(s) and the contract staff and customers.

Offerors shall have up to forty-five minutes for this discussion. At the conclusion of offeror's presentation, the Government will ask questions relative to the content of the presentation, for which no time limit is placed.

For Full and Open Competition: Offerors in the competitive range shall also be required to provide a "live" demonstration of their online Project Management Reporting System. Up to thirty minutes will be allocated to the system demonstration. This demonstration shall address system functionality and compliance with the requirements of Section C.17B. The offeror should demonstrate the system's ability to provide information such as Statements of Work, invoices, and invoice backup material.

For The Small Business Set-Aside Competition: Offerors in the competitive range shall also be required to provide a demonstration of their proposed electronic Project Management Reporting System. Up to fifteen minutes will be allocated to the system demonstration. The objective of the presentation is to **provide the Government with a sufficient demonstration of the proposed Project Management Reporting System so that the Government sees examples of the different screens, the System's basic functionality, show the offeror's familiarization with the system, its capabilities, and the System's** compliance with the requirements of Section C.17B. COTS packages will be acceptable only if compatible with the current CDC environment. The offeror should demonstrate the system's ability to provide information such as Statements of Work, invoices, and invoice backup material.

Offeror shall use either of the following two methods to make their live Project Management Reporting System demonstration: (1) a self contained system using PC, laptop and/or server or other unit offeror chooses to bring or (2) a PC or laptop connected to a remote system via dialup connection. The Government will provide the dial up access. No other method is acceptable. Offeror is responsible to provide all presentation equipment, projector, hardware, software, etc., necessary to demonstrate the system.

Following the 30-minute live system demonstration under the full and open competition, and the 150-minute system demonstration under the small business set-aside competition, the government will ask questions about the Project Management Reporting System. The subject of these questions may include:

1. Ease of navigation between system areas/screens.
2. System architecture employed with a discussion of requirements to assure accessibility by authorized CDC parties.
3. Should the proposed system not fully cover the functional requirements as noted in the RFP, the offeror shall discuss how the system will be developed or modified and implemented and provide a timetable for such. Such timetable shall comply with the four (4) month from date of contract award time constraint. The offeror shall also identify the resources, time, and cost necessary to achieve Project Management Reporting System compliance with the RFP including making the system accessible to appropriate CDC staff for use. These compliance activities shall be summarized in one page and provided to the Government with the Oral Presentation Materials.

Oral Presentation/Presentation Materials

Nine (9) copies for the full and open competition and six (6) copies of the small business set-aside of all presentation materials must be provided to the Contracting Officer or duly authorized representative for distribution not earlier or later than on the day and at the time of the presentation, prior to introductions. Oral presentations and the

associated presentation materials supporting the presentation should be in as much detail as the offeror considers necessary to fully explain the topics presented.

L.12 Technical Proposal Instructions – Technical Evaluation Criteria 2 Proposed Resources and Technical Approach – Security Plan:

Note: Offerors are not required to address the potential DHHS and DHHS Agency usage of this contract in their Technical Proposals. Instructions are contained in Amendment #2, Section L.13 for offerors relative to information needed in Business Proposals. Section L.12 Technical Evaluation Instructions and Evaluation Criteria, as they appear in the final RFP and Amendment #2, are the criteria the Government will use in evaluating proposals for award.

Security Plan - the contractor shall provide a brief security plan that addresses the following elements: (excluded from the 100 page Technical Proposal page limit)

- An outline of the type facility(-ies) you use in performance of IT contracts, and the type of physical security you require for this type contract.
- Procedures for controlling, handling or accessing Government data and other information system resources during performance of IT contracts.
- Physical storage procedures to protect Government data and other information system resources during performance of IT contracts (include a brief outline of your backup, disaster, and recovery plans).
- Required limitations on employees concerning the reproduction, transmission, or disclosure of data and contract information.
- Procedures for the destruction of source documents and other contract related waste materials.
- Personnel security practices and procedures, including employee screening procedures.
- Computer security training of employees and security awareness programs provided.
- **Security program activities that address ongoing security monitoring, auditing, penetration testing, independent review of security practices and controls, etc.**
- Security features used in association with proposed systems (both hardware & software), e.g., virus prevention, least privileged access, authentication, encryption, intrusion detection, & incident response.

Outline your development and implementation plan, including milestones and due dates, for all security safeguards not already in place specifically for this contract.

L.13 Business Proposal Instructions

In consideration of the potential for use of the contract by DHHS and other DHHS agencies, offerors shall submit business proposals increasing each labor category estimated hours by 20% under the full and open competition only (See Section J. 1 of the RFP, as amended by Amendment #2). CDC acknowledges that this method of proposing does not take into consideration potential increases to other aspects of costs, e.g., management and Other Direct Costs. However, the Government cannot estimate with any accuracy if the contract will be utilized by DHHS and other DHHS agencies or the magnitude of the use. Therefore, the Government will evaluate the additional 20% in the cost plus fixed fee portion of the full and open competition. No consideration will be given to additional Other Direct Costs or the geographic locations of DHHS and DHHS Agencies. The Government will evaluate Business Proposals based on the 20% increase to labor categories in the geographic locations identified for CDC/ATSDR in the full and open competition. In the event the contract is used by DHHS and/or other DHHS agencies, consideration will be given at the time the task order is negotiated to the elements of cost for the task order as well as the impact, if any, of the additional need for management, other direct costs, and geographic location.

Additional Instructions: The Government intends to evaluate, FOR AWARD PURPOSES, the cost plus fixed

fee portion of both the full and open and small business set-aside portions of the acquisition. The T&M and FFP portions of the acquisition will be evaluated to arrive at fair and reasonable determinations by using traditional pricing techniques in competitive procurements. When preparing proposals, offerors shall complete Business Proposals providing sufficient documentation in cost spreadsheets to show all cost elements. Offerors shall do this by providing Section J.1 spreadsheets as directed by the spreadsheet itself and display all bases for those costs in backup documentation/worksheets. The T&M and FFP portions of the Business Proposal shall be completed using either Section J.1 documents provided by the Government or on separate spread/work sheets which clearly identify the appropriate elements of both T&M and FFP type contracts. Offerors are directed that all Other Direct Costs shall be applied to the cost plus fixed fee portion of the acquisition.

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(e) The additional items listed below shall also be provided. The itemized cost and the rationale for individual elements shall be furnished as follows:

1. Include backup data to support the type of labor and estimated number of hours within each labor category, where estimated hours are not specified by the RFP; provide supporting information required by FAR 52.222-46 for professional employees (national and regional compensation survey data, etc. used to establish a total compensation plan). If your accounting system requires nonproductive labor hours (vacation, holidays, sick leave, etc.) to be charged as direct labor, all such costs must be separately identified and priced. Section J.1 provides a chart of general labor areas and estimated hours per year. These estimates are based on current requirements plus estimated increases for new requirements.

2. Include backup data to support the estimated amount of material, projected material and subcontracting (including, if applicable, description of materials to be procured, basis for proposed subcontracts, type of subcontracts proposed, and proposed subcontract amounts).

3. For evaluation purposes, offerors should include the following specified amounts for travel and training. The following estimates are based on an 84-month contract term. The anticipated award date of the contract is April 1, 2002. The basic period of performance is anticipated as April 1, 2002 through June 30, 2002. Thereafter each period of performance will be July 1, through June 30 of each year through the last option of the contract. These dates will be modified accordingly based upon the actual date of the contract awards.

4. Offerors should separately identify any anticipated transition/startup costs expected to be incurred in support of the activities described in Section C.8(A), Transition and Startup. The offeror should provide backup data to support all such costs determined necessary to conduct an orderly and effective transition. For proposal development and evaluation purposes, the offeror may assume a 90-day transition period.

FULL AND OPEN COMPETITION

SMALL BUSINESS SET-ASIDE

Phase In Costs \$ To Be Determined by Offeror

Phase In Costs \$ To Be Determined by Offeror

Base Period (3 months)

Base Period (3 months)

Travel and Training \$44,000.00

Travel and Training \$5,000

Option Period 1

Option Period 1

Travel and Training \$185,500.00

Travel and Training \$20,000

Option Period 2

Option Period 2

Travel and Training \$196,630.00

Travel and Training \$20,000

Option Period 3

Option Period 3

Travel and Training \$208,428.00

Travel and Training \$20,000

Option Period 4

Option Period 4

Travel and Training \$220,934.00

Travel and Training \$20,000

Option Period 5

Option Period 5

Travel and Training \$234,190.00

Travel and Training \$20,000

Option Period 6

Option Period 6

Travel and Training \$248,242.00

Travel and Training \$20,000

Option Period 7 (9 months)

Option Period 7

Travel and Training \$181,500.00

Travel and Training \$15,000

Section M - No changes.