

- b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

### 5.7.3 SAFEGUARDING INFORMATION AND INFORMATION SYSTEMS

In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

- a. Protect government information and information systems in order to ensure:
- **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
  - **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
  - **Availability**, which means ensuring timely and reliable access to and use of information.
- b. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, within one (1) hour or less, bring the situation to the attention of the other party.
- c. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing [fisma@hhs.gov](mailto:fisma@hhs.gov).
- d. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

### 5.7.4 INFORMATION SYSTEMS CATEGORIZATION

In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, [Appendix C](#), and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest

watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

**Confidentiality:**                     Low  Moderate  High  
**Integrity:**                          Low  Moderate  High  
**Availability:**                     Low  Moderate  High  
**Overall Risk Level:**              Low  Moderate  High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

No PII                     Yes PII

**Personally Identifiable Information (PII).** Per the Office of Management and Budget (OMB) Circular A-130, “PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother’s maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be:  Low  Moderate  High

**5.7.5 CONTROLLED UNCLASSIFIED INFORMATION (CUI)**

CUI is defined as “information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information.” The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term “handling” refers to “...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re- using, and disposing of the information.” 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

- a. Marked appropriately;
  - b. Disclosed to authorized personnel on a Need-To-Know basis;
  - c. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
  - d. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed.
- Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

### **5.7.6 Protection of Sensitive Information**

For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.

### **5.7.7 Confidentiality and Nondisclosure of Information**

Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of

HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS policies. Unauthorized disclosure of information will be subject to the HHS sanction policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
- b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

### **5.7.8 INTERNET PROTOCOL VERSION 6 (IPV6)**

All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6).

### **5.7.9 GOVERNMENT WEBSITES**

All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.

### **5.7.10 STANDARD FOR ENCRYPTION**

The Contractor (and/or any subcontractor) shall:

- a. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
- b. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
- c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and OpDiv-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
- d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with [FIPS 140-2](#). The Contractor shall provide a written copy of the validation documentation to the COR.
- e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

### **5.7.11 CONTRACTOR NON-DISCLOSURE AGREEMENT (NDA)**

Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete a non-disclosure agreement. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

### **5.8 PRIVACY THRESHOLD ANALYSIS (PTA)/PRIVACY IMPACT ASSESSMENT (PIA)**

THE Contractor shall assist the OpDiv Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed, as required.

- a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the designee with completing a PIA for the system or information within in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
- b. The Contractor shall assist the designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is

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## 5.9 SECURITY TRAINING

**1. Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS Contractor Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.

**2. Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.

**3. Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. A copy of the training records shall be provided to the CO and/or COR within 30 days after contract award and annually thereafter or upon request.

## 5.10 RULES OF BEHAVIOR

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior.

2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual HHS Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

## 5.11 INCIDENT RESPONSE

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC) teams within 24 hours, whether the response is positive or negative.

FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as “a suspected or confirmed incident involving PII” .

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

- 1.** Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
- 2.** NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send approved notifications to affected individuals in the specified timeline, process, and format.
- 3.** Report all suspected and confirmed information security and privacy incidents and breaches to the HHS Incident Response Team (IRT) , COR, CO, and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
  - a. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
  - b. Not include any sensitive information in the subject or body of any reporting e-mail; and
  - c. Encrypt sensitive information in attachments to email, media, etc.
- 4.** Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information HHS incident response policies when handling PII breaches.
- 5.** Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation.

## 5.12 POSITION SENSITIVITY DESIGNATIONS

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR). The following position sensitivity designation levels apply to this solicitation/contract:

### **Tier 2 -- moderate risk (formerly MBI Level 5B)**

The requiring activity representative, in conjunction with Personnel Security, shall use the OPM Position Sensitivity Designation automated tool (<https://www.opm.gov/investigations/>) to determine the sensitivity designation for background investigations. After making those determinations, include all applicable position sensitivity designations.

## 5.13 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>)

**Staffing Roster.** The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO. Any revisions to the roster as a result of staffing changes shall be submitted. The COR will notify the Contractor of the appropriate level of investigation required for each staff member.

If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

## 5.14 CONTRACT INITIATION AND EXPIRATION

**1. General Security Requirements.** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HHS EPLC framework and methodology and in accordance with the HHS Contract Closeout Guide (2012).

HHS EA requirements may be located here: <https://www.hhs.gov/ocio/ea/documents/proplans.html>

**2. System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.

**3. Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government’s direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

**4. Notification.** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO before an employee stops working under this contract.

**5. Contractor Responsibilities Upon Physical Completion of the Contract.** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS.

**6.** The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist when an employee terminates work under this contract within days of the employee’s exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

## **5.15 RECORDS MANAGEMENT AND RETENTION**

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS policies and shall not dispose of any records unless authorized by HHS.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS policies.

### **5.15.1 Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor.**

The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:

- a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-2 encryption standards.
- b. Configure laptops and desktops in accordance with the latest applicable United States Government



Social Media, Engagement & Public Health Education Campaign Support Services Configuration Baseline (USGCB), and HHS Minimum Security Configuration Standards;

- c. Maintain the latest operating system patch release and anti-virus software definitions;
- d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
- e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
  - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
  - Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.

## **5.16 HHS CLOUD COMPUTING**

### **5.16.1 HHS FEDRAMP PRIVACY AND SECURITY REQUIREMENTS**

The Contractor shall be responsible for the following privacy and security requirements:

### **5.16.2 PROTECTION OF INFORMATION IN A CLOUD ENVIRONMENT**

1. If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS policies.
2. HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within *one (1) business day* from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.
3. The Contractor (and/or any subcontractor) shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.
4. The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
  - a. Maintenance of links between records and metadata, and

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- b. Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA- approved retention schedules.
5. The disposition of all HHS data shall be at the written direction of HHS . This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
  6. If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements.

**5.16.3 MEDIA TRANSPORT**

1. The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD- ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards)
2. All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

**SECTION 6- CONTRACT ADMINISTRATION DATA****6.1 AUTHORITIES OF GOVERNMENT PERSONNEL**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

All communications pertaining to contractual and/or administrative matters under this Task Order shall be sent to:

Contract Specialist  
Keith Harding  
U.S. Department of Health and Human Services  
Program Support Center  
7700 Wisconsin Avenue, Room 8220A  
Bethesda, MD 20857  
[Keith.harding@psc.hhs.gov](mailto:Keith.harding@psc.hhs.gov)

Contract Officer Representative (COR)  
Janell Muhammad  
U.S. Department of Health and Human Services  
200 Independence Ave, SW  
Washington, D.C. 20201  
[Janell.Muhammad@hhs.gov](mailto:Janell.Muhammad@hhs.gov)

Note: The Contracting Officer is the only individual authorized to modify the contract.

**6.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY**

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

### **6.3 INVOICE SUBMISSION - COMMERCIAL**

The Contractor shall submit invoices once per month. A complete invoice with all required back-up documentation shall be sent electronically, via email, to:

1. Contract Specialist via DAM mailbox: [psc\\_sas\\_invoices@psc.hhs.gov](mailto:psc_sas_invoices@psc.hhs.gov)
2. Contracting Officer's Representative (COR): [Janell.Muhammad@hhs.gov](mailto:Janell.Muhammad@hhs.gov)
3. Financial Management Service (FMS): [psc\\_invoices@psc.hhs.gov](mailto:psc_invoices@psc.hhs.gov)

\* No other non-invoice related documents (i.e. deliverables, reports, balance statements) shall be sent to the DAM and FMS mailboxes. Invoices Only.

The subject line of your email invoice submission shall contain the contract number, contract line item number, the order number, if applicable, and the number of invoices. The Contractor shall send one email per contract per month. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word.

No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files (PDF or TIFF or Word).

Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc.

All calls concerning contract payment shall be directed to the COR.

In accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, a proper invoice must include the following items:

FAR 52.212-4(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;

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- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer, System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer, Other Than System for Award Management), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

Additionally, the FMS requires the contractor to include its Dun & Bradstreet Number (DUNS) on each invoice.

In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as "Small Business."

Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors.

In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

## SECTION 7- SPECIAL CONTRACT REQUIREMENTS

### **7.1 PROHIBITION AGAINST PERSONAL SERVICES**

The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently-governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is 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. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

### **7.2 CONTRACTOR PERFORMANCE EVALUATION(S)**

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

### **7.3 PRINTING AND DUPLICATION/COPYING**

The terms "printing" and "duplicating/copying" are defined in the Government Printing and Binding Regulations of the Joint Committee on Printing, CFR Title 44. The regulations can be access at <http://www.gpo.gov/pdfs/customers/sfas/jcpregs.pdf>.

#### **Printing:**

No printing by the Contractor or any subcontractor is authorized under this contract. All printing required hereunder must be performed by the Government Printing Office, in accordance with CFR Title 44; Public Law 102-392, as amended by H.R. 4454; and The Legislative Branch Appropriations Act 2995. The Contractor shall complete Form HHS 26 and submit it along with all camera-ready copies to the Contracting Officer's Representative (COR).

#### **Duplicating/Copying:**

If necessary for performance of the contract, the Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. The pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. This page limit is per requirement and not per contract.

All printing, as well as duplicating/copying in excess of the stated limits, shall be obtained by the COR through the Publishing Services, Program Support Center [\*\*\*Note to Contract Specialist - change to CDC or CMS when appropriate]. The cost of any unauthorized printing or duplicating /copying under this contract will be considered an unallowable cost for which the Contractor will not be reimbursed.

#### **7.4 RESTRICTIONS ON CONTRACTOR ACCESS TO GOVERNMENT OR THIRD PARTY INFORMATION**

The purpose of this clause is to set forth the restrictions that will govern Contractor employees access to Government or third party information in order to protect the information from unauthorized use or disclosure.

A. Under this contract, the Contractor will have access to Contractor proprietary information and other nonpublic information.

B. Restrictions on use and disclosure of information.

(1) With regard to any information to which the Contractor is given access in performance of this contract, whether the information comes from the Government or from third parties, the Contractor shall:

(i) Utilize the information only for the purposes of performing the services specified in this contract, and not for any other purposes;

(ii) Safeguard information from unauthorized use and disclosure;

(iii) Allow access to the information only to those employees who need it to perform services under this contract;

(iv) Preclude access and disclosure of information to persons and entities outside of the Contractor's organization that do not have authority to access the information;

(v) Inform employees, who may require access to information, about their obligations to utilize it only to perform the services specified in this contract and to safeguard that information from unauthorized use and disclosure; and

(vi) Ensure each employee complies with the restrictions set forth in (i), (ii), (iii), and (iv) above.

(2) Unless specifically permitted in writing by the Contracting Officer, the Contractor shall not use information acquired in performance of the contract, or generated by or for the Government to:

(i) Compete for work for the Government; or

(ii) Submit an unsolicited proposal to the Government.

(3) If the Contractor is exposed to information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall:

(i) Notify the Contracting Officer; and

(ii) Use the information only in accordance with the instructions of the Contracting Officer.

C. Breach of any of the conditions of this modification may provide grounds for the Government to:

(i) Require the contractor to remove the contract employee or employees from the performance of the contract;

- (ii) Require the contractor to terminate the subcontractor;
- (iii) Suspend contractor payments;
- (iv) Terminate this contract for default or cause;
- (v) Suspend or debar the Contractor for serious misconduct affecting present responsibility;  
and;
- (vi) Pursue such other remedies as may be permitted by law, regulation, or this contract.

D. Unauthorized disclosure or other misuse of information protected by the Privacy Act of 1974 may result in a fine up to \$5000 and /or other penalties. In addition, unauthorized disclosure or other misuse of information covered under the Federal Trade Secrets Act (18 USC 1905) may result in a fine, or imprisonment up to 1 year, or both.

E. The Contractor shall flow down this clause to subcontractors at all tiers.

## **7.5 RESTRICTIONS ON DISCLOSURE OF INFORMATION**

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

The Contractor agrees not to release or disclose, verbally or in writing, information pertaining to the results or findings of work (including data collection, analyses, draft or final papers and reports) for the period of this contract without first notifying the COR in writing at least 21 days prior to the release or disclosure. At a minimum, the notification shall include: (1) who or what is generating the request for advance information; (2) when and how project results/information would be released; and (3) what information would be released.

## **7.6 POST AWARD ORGANIZATIONAL CONFLICT OF INTEREST**

a. General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.

b. Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to



Social Media, Engagement & Public Health Education Campaign Support Services  
this contact or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

c. Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

**SECTION 8 - CONTRACT CLAUSES**

**All terms and conditions of GSA contract GS-23F-0040L are in effect for this task order. The following are additional clauses that are applicable to this task order.**

**8.1 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): FAR – <https://www.acquisition.gov/far/> and HHSAR – <http://www.hhs.gov/policies/hhsar/subpart301-1.html>

**FAR Clause Number****Clause Title**

52.222-40 (DEC2010)	Notification of Employee Rights under the National Labor Relations Act
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)

**HHSAR Clause Number****Clause Title**

352.203-70	Anti-Lobbying (DEC 2015)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (DEC 2015)

**8.2 FAR 52.217-8 Option to Extend Services (NOV 1999)**

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

**8.3 HHSAR 352.237-75 Key Personnel (DEC 2015)**

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

**SECTION 9- ATTACHMENTS**

**Attachment 1:** Crosby Marketing Communications Technical Proposal

**Attachment 2:** Crosby Marketing Communications Price Proposal

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 09/24/2021	4. REQUISITION/PURCHASE REQ. NO. OS280214	5. PROJECT NO. (If applicable)
6. ISSUED BY DHHS/PSC/FMP/AMS 7700 Wisconsin Avenue 8th Floor Bethesda MD 20857	CODE DAM	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CROSBY MARKETING COMMUNICATIONS INC. 1344750 705 MELVIN AVE STE 200 ANNAPOLIS MD 214011540	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-0040L HHSP233201800298G
		10B. DATED (SEE ITEM 13) 09/24/2018
CODE 1344750	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers 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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 letter or electronic communication, provided each letter or electronic communication 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)      Net Increase:      \$2,578,022.26  
2021.18621WD.25235

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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 data, 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)
X	Unilateral - 52.217-9 Option to Extend the Term of the Contract

**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)  
Tax ID Number: 52-0993153  
DUNS Number: (b)(4)

The purpose of this modification is to exercise Option Year 3 and change the Contracting Officers Representative (COR).

1. The period of performance is hereby extended to September 23, 2022.
2. Obligated funding is increased from \$8,556,569.55 by \$2,578,022.26 to \$11,134,591.81.
3. COR will change from Khalid Nayyar to Vanessa Rinker effective September 24, 2021.

All other terms and conditions remain unchanged.  
Appr. Yr.: 2021 CAN: 18621WD Object Class: 25235  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LYDINA M. BATTLE		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <b>Lydina M Battle</b> M. Battle (Signature of Contracting Officer)	16C. DATE SIGNED <b>07/27/2021</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-23F-0040L/HHSP233201800298G/P00008

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
CROSBY MARKETING COMMUNICATIONS INC. 1344750

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 09/24/2018 to 09/23/2022</p> <p>Change Item 7 to read as follows (amount shown is the obligated amount):</p>				
7	<p>OPTION YEAR 3 Social Media, Engagement &amp; Public Health Education Campaign Support Services.</p> <p>Additional information included in attached continuation pages.</p>				<p>(b)(4)</p>
8	<p>Change Item 8 to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR 3 (b)(4)</p> <p>Additional information included in attached continuation pages.</p>				<p>(b)(4)</p>

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DHHS/PSC/FMP/AMS 7700 Wisconsin Avenue 8th Floor Bethesda MD 20857	CODE DAM	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) CROSBY MARKETING COMMUNICATIONS INC. 1344750 705 MELVIN AVE STE 200 ANNAPOLIS MD 214011540	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(x)	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-0040L HHSP233201800298G
		10B. DATED (SEE ITEM 13) 09/24/2018

CODE 1344750	FACILITY CODE
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers 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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 52-0993153

DUNS Number: (b)(4)

The purpose of this modification is to change two Key Personnel designations.

(b)(4)

3. Changes are in accordance with attached Crosby Memorandum dates February 4, 2021.

All other terms and conditions remain unchanged.

Period of Performance: 09/24/2018 to 09/23/2021

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

(b)(6)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LYDINA M. BATTLE	
16B. UNITED STATES OF AMERICA <i>Lydina M Battle</i> Lydina M. Battle-S (Signature of Contracting Officer)	16C. DATE SIGNED 2/16/2021

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 07/21/2021		2. CONTRACT NO. (If any) HHSN316201500010W		6. SHIP TO:	
3. ORDER NO. HHSP233201700214W/P00006		4. REQUISITION/REFERENCE NO. OS280210		e. NAME OF CONSIGNEE OS-QASPA-HHH BLDG	
5. ISSUING OFFICE (Address correspondence to) DHHS/PSC/FMP/AMS 7700 Wisconsin Avenue 8th Floor Bethesda MD 20857		b. STREET ADDRESS Assistant Secretary for Public Affa 200 Independence Ave., S.W. HHH Bldg. - 6th Floor Washington DC 20201		c. CITY Washington	e. ZIP CODE 20201
7. TO:		f. SHIP VIA		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR THUNDERCAT TECHNOLOGY, LLC 1018382		b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1925 ISAAC NEWTON SQ STE 180		d. CITY RESTON		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.	
e. STATE VA		f. ZIP CODE 201905030		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 See Schedule		10. REQUISITIONING OFFICE WILLIAMS VANESSA M (030)			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input checked="" type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/01/2021	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

**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)
	Tax ID Number: 26-1638572 DUNS Number: (b)(4) The purpose of this modification is to Option Year 4 as modified. 1. The period of performance is hereby extended to August 31, 2022. Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME PSC/FMS		b. STREET ADDRESS PSC_invoices@psc.hhs.gov		c. CITY		17(i) GRAND TOTAL
SEE BILLING INSTRUCTIONS ON REVERSE		d. STATE		e. ZIP CODE		
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Keith Harding TITLE: CONTRACTING/ORDERING OFFICER		

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 07/21/2021	CONTRACT NO. HHSN316201500010W/P00006	ORDER NO. HHSP233201700214W/P00006
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	2. Obligated funding is increased from (b)(4)					
	3. Option Year 4 is exercised in accordance with the attached Thundercat Technology Quote MB050597 v1.  All other terms and conditions remain unchanged. Period of Performance: 09/01/2017 to 08/31/2022					
1	BASE YEAR Sprinklr Social Media Tool Additional information included in the attached continuation pages. Award Type: Firm-fixed-price Requisition No: OS203461  Accounting Info: 2017.18617WD.25235 Appr. Yr.: 2017 CAN: 18617WD Object Class: 25235 Funded: (b)(4) Period of Performance: 09/01/2017 to 08/31/2018				(b)(4)	
2	BASE NITAAC Access Fee Requisition No: OS203647  Accounting Info: 2017.18617WD.25235 Appr. Yr.: 2017 CAN: 18617WD Object Class: 25235 Funded: (b)(4)				(b)(4)	
3	OPTION YEAR 1 Sprinklr Social Media Tool Includes NITAAC Access Fee Additional information included in the attached continuation pages. Award Type: Firm-fixed-price Requisition No: OS225339  Accounting Info: 2018.18618WD.25235 Appr. Yr.: 2018 CAN: 18618WD Object Class: 25235 Funded: (b)(4) Period of Performance: 09/01/2018 to 08/31/2019				(b)(4)	
4	OPTION YEAR 2 Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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

DATE OF ORDER 07/21/2021	CONTRACT NO. HHSN316201500010W/P00006	ORDER NO. HHSP233201700214W/P00006
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Sprinklr Social Media Tool Includes NITAAC Access Fee Additional information included in the attached continuation pages. Requisition No: OS244931  Accounting Info: 2019.18619WD.25235 Appr. Yr.: 2019 CAN: 18619WD Object Class: 25235 Funded: (b)(4)					
5	OPTION YEAR 3 Sprinklr Social Media Tool Includes NITAAC Access Fee Additional information included in the attached continuation pages. Requisition No: OS260927, OS270130  Accounting Info: 2020.18620WD.25725 Appr. Yr.: 2020 CAN: 18620WD Object Class: 25725 Funded: (b)(4)  Accounting Info: 2021.18621WD.25235 Appr. Yr.: 2021 CAN: 18621WD Object Class: 25235 Funded: (b)(4)				(b)(4)	
6	OPTION YEAR 4 Sprinklr Social Media Tool Includes NITAAC Access Fee Additional information included in the attached continuation pages. Requisition No: OS280210  Accounting Info: 2021.18621WD.25235 Appr. Yr.: 2021 CAN: 18621WD Object Class: 25235 Funded: (b)(4)					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						



2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. OS277985	5. PROJECT NO. (If applicable)
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6. ISSUED BY DHHS/PSC/FMP/AMS 7700 Wisconsin Avenue 10th Floor Bethesda MD 20857	CODE DAM	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SUSAN PETERSON PRODUCTIONS INC. 372015 Attn: ATTN: ALAINA GOLDENSE 202-463-1683 DBA: THE COMMUNICATION CENTER 1612 K ST NW STE 1000 WASHINGTON DC 20006-2812	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. GS23F0007R HHSP233201700183G
		10B. DATED (SEE ITEM 13) 07/13/2017

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers 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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 letter or electronic communication, provided each letter or electronic communication 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) 2021.1990385.25232	Net Increase:	\$32,960.00
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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 data, 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) X FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000).

**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)

Tax ID Number: 52-1557819  
DUNS Number: (b)(4)

The above contract is hereby modified to:

- Exercise CLIN 5 Option Period 4 is hereby executed and fully-funded for the Firm-Fixed-Price of \$32,960.00.
- The Period of Performance for Option Period 4 is from September 30, 2021 through September 29, 2022.
- The Total Obligated Amount is hereby increased by \$32,960.00 to \$164,800.00.
- The Contracting officer has changed  
From: David Morgan  
To: Lydina Battle Lydina.Battle@psc.hhs.gov

Continued ...

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS23F0007R/HHSP233201700183G/P00005

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 SUSAN PETERSON PRODUCTIONS INC. 372015

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5	<p>All other terms and conditions remain unchanged in full force and effect by reason of this modification.</p> <p>Payment:                      FMS                      7700 Wisconsin Ave                      Bethesda MD 20814</p> <p>Appr. Yr.: 2021 CAN: 1990385 Object Class: 25232                      Period of Performance: 09/30/2017 to 09/29/2022</p> <p>Change Item 5 to read as follows (amount shown is the obligated amount):</p> <p>OPTION PERIOD 4:</p> <p>Executive Media Training - Communication Skills</p>				32,960.00

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. OS291112	5. PROJECT NO. (If applicable)
6. ISSUED BY DHHS/PSC/AMS/DAM 7700 Wisconsin Avenue 8th Floor Bethesda MD 20814	CODE DAM	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MELTWATER NEWS US INC 1345100 (b)(6) 225 BUSH ST STE 1000 SAN FRANCISCO CA 941044215	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75P00121C00014
		10B. DATED (SEE ITEM 13) 02/24/2021
CODE 1345100	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers.  is extended,  is not extended.  
 Offers 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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 letter or electronic communication, provided each letter or electronic communication 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) 2022.199SA2J.25235	Net Increase:	\$10,000.00
---	---------------	-------------

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<u>CHECK ONE</u>	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 data, 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:
X	D. OTHER (Specify type of modification and authority) See Box 14

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 20-8289528  
 DUNS Number: (b)(4)  
 Pursuant to FAR 52.243-1 Changes-Fixed-Price (Aug 1987) and FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000), the above referenced Task Order is modified.

Accordingly, the following changes are made:

- CLIN 2, Option Year 1, is hereby exercised. Funds in the amount of \$10,000.00 are made available for use on CLIN 2. Accordingly, the Period of Performance changed from 03/01/2021-02/28/2022 to 03/01/2022-02/28/2023.

Continued ...

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

(b)(6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SAUL E. SIMMONS
	16B. UNITED STATES OF AMERICA 2022 Saul E. Simmons -S (Signature of Contracting Officer)	16C. DATE SIGNED Digitally signed by Saul E. Simmons -S Date: 2022.02.25 12:07:46 -05'00'

NAME OF OFFEROR OR CONTRACTOR  
MELTWATER NEWS US INC 1345100

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2	<p>2. Change Contracting Officer (CO) from David Wilhelm to Saul Simmons.</p> <p>3. Change Contract Specialist (CS) from David Wilhelm to Patrick Hacker.</p> <p>4. Section G.1 Authorities of Government Personnel is deleted in its entirety and the following is substituted in lieu thereof: Sees continuation Pages.</p> <p>5. Section G.3 Invoices, is deleted in its entirety and the following is substituted in lieu thereof: See Continuation Pages</p> <p>6. HHSAR 352.232-71 Electronic Submission of Payment Requests (FEB 2022) is now incorporated in Section I.1.</p> <p>7. Section I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998), is deleted in its entirety and the following is substituted in lieu thereof: See Continuation Pages</p> <p>8. Funding and Contract total value: The total funded amount for the base and exercised Option Year is hereby increase by \$10,000.00 from \$9,999.00 to \$19,999.00. Funds are only available for use for the contract line item (CLIN) to which they are obligated. Unused funds from one CLIN may not rollover for use in other CLIN's.</p> <p>All other items and terms and conditions remain unchanged by reason of this modification.</p> <p>Appr. Yr.: 2022 CAN: 199SA2J Object Class: 25235 Period of Performance: 03/01/2021 to 02/28/2023</p> <p>Change Item 2 to read as follows (amount shown is the obligated amount):</p> <p>Optional Year 1 - Media Monitoring Services 03/01/2022 - 02/28/2023 Obligated Amount: \$10,000.00</p>				10,000.00

## G.1 Authorities of Government Personnel

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

### **Contract Officer**

Name: Saul Simmons  
Phone: (301) 492-4624  
Email: [Saul.Simmons@psc.hhs.gov](mailto:Saul.Simmons@psc.hhs.gov)

All communications pertaining to contractual and/or administrative matters under this Contract shall be sent to:

### **Contract Specialist**

Name: Patrick Hacker  
Phone: (301) 492-5577  
Email: [Patrick.Hacker@psc.hhs.gov](mailto:Patrick.Hacker@psc.hhs.gov)

### **Contract Officer Representative (COR)**

Name: Peter Keesey  
Phone: (202) 205-9757  
Email: [Peter.Keesey@hhs.gov](mailto:Peter.Keesey@hhs.gov)

Note: The Contracting Officer is the only individual authorized to modify the contract.

## G.3 Invoices

### **Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP)**

- All Invoice submissions for goods and or services delivered to facilitate payments must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP).
- Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial items contracts. The IPP website address is: <https://www.ipp.gov>.
- The Agency will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award for new contracts or date of modification for existing contracts.
  - Registration emails are sent via email from [ipp.noreply@mail.ero.c.twai.gov](mailto:ipp.noreply@mail.ero.c.twai.gov). Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or phone (866) 973-3131.
  - The Contractor POC will receive two emails from **IPP Customer Support**, the first email contains the initial administrative IPP User ID. The second email, sent within 24

hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.

- If your company is already registered to use IPP, you will not be required to re-register.
- If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

Additional Office of Acquisition Management Services (OAMS) requirements:

(i) The contractor shall submit invoices under this contract once per month. For indefinite delivery vehicles, separate invoices must be submitted for each order.

(ii) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.

(iii) Invoices must include the Dun & Bradstreet Number (DUNS) of the Contractor.

(iv) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

(v) Invoices that include cost-reimbursement CLINs must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts.

At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred.

- Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;
- Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects)- show rate, base and total amount;
- Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
- Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
- Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor;
- Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
- Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

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

<http://www.acquisition.gov/far/> and <http://www.hhs.gov/hhsar/>

**FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

Clause No.	Title and Date
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018) Alternate 1 (Jan 2017)
52.227-14	Rights in Data—General (May 2014)
52.242-15	Stop-Work Order (Aug 1989)
52.227-14	Rights in Data-General (May 2014)
52.242-17	Government Delay of Work (Apr 1984)
52.243-1	Changes – Fixed Price (Aug 1987)

**HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES**

Clause No.	Title and Date
352.203-70	Anti-Lobbying (Dec 2015)
352.208-70	Printing and Duplication (Dec 2015)
352.211-3	Paperwork Reduction Act (Dec 2015)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
352.224-70	Privacy Act (Jan 2006)
352.227-70	Publications and Publicity (Dec 2015)
<b>352.232-71</b>	<b>Electronic Submission of Payment (Feb 2022)</b>
352.237-74	Non-Discrimination in Service Delivery (Dec 2015)
352.237-75	Key Personnel (Dec 2015)






# HealthIT Agreement 2022

Final Audit Report

2022-02-25

Created:	2022-02-25
By:	(b)(6)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHJ1at2oNRhuog51j5yBA4a7qthkWA1gk

## "HealthIT Agreement 2022" History

-  Document created by (b)(6)  
2022-02-25 - 4:44:26 PM GMT - IP address: (b)(4)
-  Document emailed to (b)(6) for signature  
2022-02-25 - 4:49:33 PM GMT
-  Email viewed by (b)(6)  
2022-02-25 - 4:53:27 PM GMT - IP address: (b)(4)
-  Document e-signed by (b)(6)  
Signature Date: 2022-02-25 - 4:53:44 PM GMT - Time Source: server- IP address: (b)(4)
-  Agreement completed.  
2022-02-25 - 4:53:44 PM GMT



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER OS27263T		PAGE OF 1 62			
2. CONTRACT NO. 75P00121C00014		3. AWARD/EFFECTIVE DATE 03/01/2021		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>			a. NAME DAVID WILHELM			b. TELEPHONE NUMBER (No collect calls) 301-492-4643		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY DHHS/PSC/AMS/DAM 7700 Wisconsin Avenue 8th Floor Bethesda MD 20814				CODE DAM		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
						<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB      NAICS: 519190 <input type="checkbox"/> (A)      SIZE STANDARD: \$30.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING			
15. DELIVER TO OS-ONC-Switzer Bldg Department of Health and Human Serv Office of the National Coordinator 330 C Street SW Rm 1200 Washington DC 20201		CODE OS-ONC-SWITZER BLDG		16. ADMINISTERED BY DHHS/PSC/AMS/DAM 7700 Wisconsin Avenue 8th Floor Bethesda MD 20814		CODE DAM			
17a. CONTRACTOR/OFFEROR MELTWATER NEWS US INC 1345100 <b>(b)(6)</b> MELTWATER NEWS US INC. 225 BUS 225 BUSH ST STE 1000 SAN FRANCISCO CA 941044215  TELEPHONE NO. <b>(b)(6)</b>		CODE 1345100      FACILITY CODE		18a. PAYMENT WILL BE MADE BY FMS 7700 Wisconsin Ave Bethesda MD 20814		CODE FMS			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
		Tax ID Number: 20-8289528 DUNS Number: <b>(b)(4)</b> - The Statement of Work contained herein is considered to be within the scope of the contract. - Delivery: 02/28/2021 Appr. Yr.: 2021 CAN: 199SA2J Object Class: 25235 Period of Performance: 03/01/2021 to 02/28/2022 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA 2021.199SA2J.25235						25. TOTAL AWARD AMOUNT (For Govt. Use Only) \$9,999.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
<b>(b)(6)</b> ACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>David W. Wilhelm -S</b> Digitally signed by David W. Wilhelm -S Date: 2021.02.25 16:08:56 -05'00'		31b. NAME OF CONTRACTING OFFICER (Type or print) DAVID W. WILHELM		31c. DATE SIGNED 2/25/21			
		(Type or print) Sales Operations Analyst		30c. DATE SIGNED Feb 25, 2021					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Base Year - Media Monitoring Services				9,999.00
2	Optional Year 1 - Media Monitoring Services Amount: \$10,000.00 (Option Line Item) Period of Performance: 03/01/2022 to 02/28/2023				0.00
3	Optional Year 2 - Media Monitoring Services Amount: \$10,500.00 (Option Line Item) Period of Performance: 03/01/2023 to 02/29/2024				0.00
4	Optional Year 3 - Media Monitoring Services Amount: \$10,500.00 (Option Line Item) Period of Performance: 03/01/2024 to 02/28/2025				0.00
5	Optional Year 4 - Media Monitoring Services Amount: \$10,500.00 (Option Line Item) Period of Performance: 03/01/2025 to 02/28/2026				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)

**SECTION B - Supplies or Services and Prices/Costs**

**B.1 BRIEF DESCRIPTION OF SERVICES**

This contract is to procure media monitoring services for The Office of the National Coordinator for ONC. These services are necessary for ONC’s Division of Public Affairs and Communications to ensure we have a good understanding of the media landscape surrounding Health IT

**B.2 TYPE OF CONTRACT**

The contract type awarded is a Firm Fixed Price Type contract.

**B.3 SEVERABLE SERVICES**

The services acquired under this contract are severable services. Funds are only available for use for the contract line item (CLIN) to which they are obligated. Unused funds from one CLIN may not rollover for use in other periods.

**B.4 CONSIDERATION AND PAYMENT**

In consideration of satisfactory performance of the work as described throughout this contract, the Contractor shall be paid a fixed price for each CLIN (if exercised). If the options are exercised, funding will be obligated by modification to the contract. The base period and option periods are priced as follows:

	Contract Period	Period of Performance	Fixed Price
CLIN 1	Base Period	March 1, 2021 through February 28, 2022	\$9,999.00
CLIN 2	Option Year 1	March 1, 2022 through February 28, 2023	\$10,000.00
CLIN 3	Option Year 2	March 1, 2023 through February 29, 2024	\$10,500.00
CLIN 4	Option Year 3	March 1, 2024 through February 28, 2025	\$10,500.00
CLIN 5	Option Year 4	March 1, 2025 through February 28, 2026	\$10,500.00
TOTAL Potential Value inclusive of all CLINS			\$51,499.00

**B.5 PAYMENT SCHEDULE**

## **SECTION C - Description/Specifications/Statement of Work**

### **Media Monitoring Services**

#### **C.1 PURPOSE**

The purpose of this contract is to procure media monitoring services for The Office of the National Coordinator (ONC). These services are necessary for ONC's Division of Public Affairs and Communications to ensure we have a good understanding of the media landscape surrounding Health IT

#### **C.2 BACKGROUND**

The United States needs an interoperable health system that empowers individuals to use their electronic health information to the fullest extent; enables providers and communities to deliver smarter, safer, and more efficient care; and promotes innovation at all levels. While the Health Information Technology for Economic and Clinical Health (HITECH) Act stimulated significant health IT adoption and exchange of electronic health information with the goal of every American having access to their electronic health information, interoperability experience remains a work in progress. The 21<sup>st</sup> Century Cures Act also directs the HHS Secretary to adopt standards and policies that advance health IT to enable and stimulate the trusted exchange of electronic health information.

The Office of the National Coordinator for Health Information Technology (ONC), within the U.S. Department of Health and Human Services (HHS), is at the forefront of the nation's health IT efforts and is a resource to the entire health system to support the adoption of health information technology and the promotion of nationwide health information exchange to improve health care. ONC is the principal federal entity charged with coordination of nationwide efforts to implement and use the most advanced health information technology and the electronic exchange of health information.

#### **C.3 STATEMENT OF WORK - SEVERABLE SERVICES**

The Contractor will provide all services outlined in their currently provided including:

- Provide comprehensive Online Media Monitoring
- Provide journalist database functionality
- Provide Regular Newsletter
- Provide Dow Jones Content.

#### **C.4 HHS SECTION 508 ACCESSIBILITY STANDARDS**

The following Section 508 accessibility standards apply to the work to be performed (see HHSAR Clause 352.239-74):

1194.21 Software applications and operating systems.

1194.22 Web-based intranet and internet information and applications

### **Conformance Reporting**

Before acceptance, the contractor shall provide an Accessibility Conformance Report (ACR) for each information and communication technology (ICT) item that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the Voluntary Product Accessibility Template Version 2.0 provided by the [Industry Technology Industry Council \(ITIC\)](#). An ACR must be submitted for each ICT Item, and must be completed according to the instructions provided by ITIC.

## **SECTION D - Packaging and Marking**

### **D.1 PACKAGING AND MARKING**

All deliverables shall be delivered to the Contracting Officer's Representative (COR) identified in Section G and shall be marked as follows:

1. Name and address of the Contractor;
2. Contract Number;
3. Description of item contained therein; and
4. Consignee's name and address.

### **D.2 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or COR shall be paid by the Contractor.

## **SECTION E - Inspection and Acceptance**

### **E.1 INSPECTION AND ACCEPTANCE**

Pursuant to FAR clause 52.212-4, all work described in Section C to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Contracting Officer's Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

#### **E.1.1 Inspection and Acceptance Criteria**

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

#### **E.1.2 General Acceptance Criteria**

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this Statement of Work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this Statement of Work.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy and electronic copy. The electronic copy must be in a format as indicated in the Deliverables Table.

**SECTION F - Deliveries or Performance**

**F.1 PERIOD OF PERFORMANCE – Severable Services**

The period of performance shall be for a base period of (12) twelve months and four (12) twelve month option periods.

CLIN 1 - Base Period:	March 1, 2021 through February 28, 2022
CLIN 2 - Option Year 1	March 1, 2022 through February 28, 2023
CLIN 3 - Option Year 2	March 1, 2023 through February 29, 2024
CLIN 4 - Option Year 3	March 1, 2024 through February 28, 2025
CLIN 5 - Option Year 4	March 1, 2025 through February 28, 2026

Option periods may be exercised in accordance with FAR Clause 52.217-9 entitled "Option to Extend the Term of the Contract."

**F.2 PLACE OF PERFORMANCE**

Work will be performed at: CONTRACTOR SITE

*\*Please contact the CS for the appropriate Wage Determination if the one in Attachment J.2 is incorrect*

**F.3 DELIVERABLES AND DELIVERY SCHEDULE**

The contractor shall submit all required report(s)/deliverables in accordance with the following schedule: All reports shall reference and cite the contract number.

<u>Deliverable</u>	<u>Due Date</u>
Meltwater Subscription	Date of Award



Withheld pursuant to exemption

(b)(4)

of the Freedom of Information Act

## **SECTION G - Contract Administration Data**

### **G.1 AUTHORITIES OF GOVERNMENT PERSONNEL**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

#### **Contracting Officer**

Name: David Wilhelm  
Address: 7700 Wisconsin Ave Suite 8000  
Bethesda, MD 20857  
Phone: 301- 492-4643  
Email: david.wilhelm@psc.hhs.gov

All communications pertaining to contractual and/or administrative matters under this contract shall be sent to:

#### **Contracting Officer**

Name: David Wilhelm  
Address: 7700 Wisconsin Ave Suite 8000  
Bethesda, MD 20857  
Phone: 301- 492-4643  
Email: david.wilhelm@psc.hhs.gov

#### **Contracting Officer's Representative**

Name: Peter Keeseey  
Address: HHS/OS/ONC  
Phone: (202) 205-9757  
Email: [Peter.Keeseey@hhs.gov](mailto:Peter.Keeseey@hhs.gov)

Note: The Contracting Officer is the only individual authorized to modify the contract.

### **G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY**

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
  - (2) Constitutes a change as defined in the clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
  - (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.
- (d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

### G.3 INVOICES - COMMERCIAL

#### (1) Invoice Submission

The contractor shall submit invoices under this contract once per month. Invoices shall be submitted in accordance with the contract terms.

A proper invoice, with all required back-up documentation shall be sent electronically, via email, to:

- 1) Contracting Officer's Representative (COR): [Peter.Keeseey@hhs.gov](mailto:Peter.Keeseey@hhs.gov)
- 2) Contracting Officer: [David.Wilhelm@psc.hhs.gov](mailto:David.Wilhelm@psc.hhs.gov)
- 3) Contract Specialist: *insert Contract Specialist email address*
- 4) Financial Management Services: [psc\\_invoices@psc.hhs.gov](mailto:psc_invoices@psc.hhs.gov)
- 5) Acquisition Management Services: [psc\\_sas.invoices@psc.hhs.gov](mailto:psc_sas.invoices@psc.hhs.gov)

The subject line of the invoice submission email shall contain the contract number, order number (if applicable), and the number of invoices contained within. Each invoice shall be submitted as a single file, limited in size to 25MB, which includes all required back-up documentation based on the contract type. In the event an invoice file exceeds the size limitation, the contractor shall contact the Contracting Officer to provide all required supporting documentation. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files.

## (2) Invoice Elements

Invoices must include all elements required by FAR 52.212-4(g). The contractor is required to include electronic funds transfer (EFT) banking information. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Program Support Center (PSC) requires:

- (i) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.
- (ii) Invoices must include the Dun & Bradstreet Number (DUNS) of the Contractor.
- (iii) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

## 3) Prompt Payment Act

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

## **SECTION H - Special Contract Requirements**

### **H.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

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

### **H.2 KEY PERSONNEL**

The key personnel subject to HHSAR Clause 352.237-75 are as follows:

<u>Name</u>	<u>Position Title</u>
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### **H.3 PROHIBITION AGAINST PERSONAL SERVICES**

The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently-governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is 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. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

### **H.4 CONTRACTOR PERFORMANCE EVALUATION(S)**

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

### **H.5 POST AWARD ORGANIZATIONAL CONFLICT OF INTEREST**

- a. General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.
- b. Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.
- c. Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

#### H.6 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The below Department of Labor Wage Determinations are hereby incorporated into the contract:

Wage Determination No.: 2015-5637 Rev. 16 Dated 12/21/20

## SECTION I - Contract Clauses

### FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) AND HEALTH AND HUMAN SERVICES ACQUISITION REGULATION CONTRACT CLAUSES

#### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

#### A. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CONTRACT CLAUSES

1. 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
2. 52.212-4 Contract Terms and Conditions—Commercial Items (Jan 2017)
3. 52.227-14 Rights in Data—General (May 2014)
4. 52.242-15 Stop-Work Order (Aug 1989)
5. 52.242-17 Government Delay of Work (Apr 1984)
6. 52.243-1 Changes – Fixed Price (Aug 1987)

#### B. HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

1. 352.203-70 Anti-lobbying (Dec 2015)
2. 352.208-70 Printing and Duplication (Aug 2015)
3. 352.211-3 Paperwork Reduction Act (Dec 2015)
4. 352.222-70 Contractor cooperation in equal employment opportunity investigations (Dec 2015)
5. 352.224-70 Privacy Act (Jan 2006)
6. 352.227-70 Publications and Publicity (Dec 2015)
7. 352.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (DEC 2015)
8. 352.237-75 Key Personnel (Dec 2015)

#### I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2021)

(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) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 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 (June 2020), 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 (Jun 2020) ([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 (Jun 2020) (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. (Jun 2020) ([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 (Mar 2020) ([15 U.S.C. 657a](#)).

(ii) Alternate I (Mar 2020) of [52.219-3](#).

(12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(ii) Alternate I (Mar 2020) of [52.219-4](#).

(13) [Reserved]

(14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

(ii) Alternate I (Mar 2020) of [52.219-6](#).

(15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

(ii) Alternate I (Mar 2020) 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 (Jun 2020) ([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 (Jun 2020) of [52.219-9](#).
- (v) Alternate IV (Jun 2020) of [52.219-9](#)
- (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (Mar 2020) of [52.219-13](#).
- X (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([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 (Mar 2020) ([15 U.S.C. 657f](#)).
- (22) (i) [52.219-28](#), Post Award Small Business Program Representation (Nov 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([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 (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (Jul 2014) of [52.222-35](#).
- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (ii) Alternate I (Jul 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([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).
- (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 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](#).)
- (37) (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.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (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](#).
- (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- (43) (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](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American-Supplies (Jan 2021) ([41 U.S.C. chapter 83](#)).
- (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)([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 (Jan 2021) of [52.225-3](#).
- (iii) Alternate II (Jan 2021) of [52.225-3](#).
- (iv) Alternate III (Jan 2021) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [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).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

\_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63) (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.]

X (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (3) [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](#)).

X (4) [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](#)).

\_\_\_ (5) [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](#)).

\_\_\_ (6) [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](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([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, as defined in FAR [2.101](#), on the date of award of this contract, 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 (Jun 2020) ([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) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([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 (Oct 2020) ([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 and 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 (May2014) ([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 (Nov 2020).

(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 (Jun 2020) ([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)

## I.2 352.239-74 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (DECEMBER 18, 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the “Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-section-508-standards>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see [FAR 2.101](#)) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:  
1194.21 Software applications and operating systems.  
1194.22 Web-based intranet and internet information and applications

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

### I.3 52.217-8 Option to Extend Services (NOV 1999)

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

(End of clause)

### I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 year; provided that the Government gives the Contractor a preliminary written notice of

its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**SECTION J - List of Attachments**

Reference Number	Title	Number of Pages
J.1	Voluntary Product Assessment Template Version 2.4	26
J.2	San Francisco, CA - WD 2015-5637 Rev 16	12









# Award # 75P00121C00014 - Titled: Media Monitoring Services

Final Audit Report

2021-02-25

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