

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 17

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


1. DATE OF ORDER 08/29/2017		2. CONTRACT NO. (If any) HHSN316201500010W		6. SHIP TO:	
3. ORDER NO. HHSP233201700214W		4. REQUISITION/REFERENCE NO. See Schedule		a. NAME OF CONSIGNEE See Continuation Pages	
5. ISSUING OFFICE (Address correspondence to) DHHS/PSC/FMP/DAM 7700 Wisconsin Avenue 8th Floor Bethesda MD 20857				b. STREET ADDRESS	
7. TO:		a. NAME OF CONTRACTOR THUNDERCAT TECHNOLOGY, LLC 1018382		f. SHIP VIA	
b. COMPANY NAME		c. STREET ADDRESS 1925 ISAAC NEWTON SQ STE 180 SUITE 180		8. TYPE OF ORDER a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY RESTON		e. STATE VA		f. ZIP CODE 201905030	
9. ACCOUNTING AND APPROPRIATION DATA 2017.18617WD.25235				10. REQUISITIONING OFFICE WILLIAMS VANESSA M (OS0)	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <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 <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
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) Sprinklr Social Media Tool 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)(4)				
b. STREET ADDRESS (or P.O. Box) PSC_invoices@psc.hhs.gov						
c. CITY		d. STATE		e. ZIP CODE		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) LYDINA M. BATTLE TITLE: CONTRACTING/ORDERING OFFICER	
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DN: c=US, o=U.S. Government, ou=HHS, ou=PSC, ou=PIV, serialNumber=D72A10D821086D94549525A168590108739E5724872B5AC3FF
 Date: 2017.08.29 15:53:21 -04'00'

Lydina M Battle

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 08/22/2017	CONTRACT NO. HHSN316201500010W	ORDER NO. HHSP233201700214W
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	<p>Accepted By: <u>Andrea MBotticelli</u> For contract related questions please contact Keith Harding, Keith.Harding@psc.hhs.gov Technical POC: Eric Sun, Eric.Sun@hhs.gov Contractor POC: Jon Bunnell, Jbunnell@thundercatttech.com Appr. Yr.: 2017 CAN: 18617WD Object Class: 25235 Period of Performance: 09/01/2017 to 08/31/2018</p> <p>BASE YEAR Sprinklr Social Media Tool Additional information included in the attached continuation pages. Requisition No: OS203461</p> <p>Delivery Location Code: OS-OASPA-HHH BLDG OS-OASPA-HHH Bldg Assistant Secretary for Public Affa 200 Independence Ave., S.W. HHH Bldg. - 6th Floor Washington DC 20201 US Amount: (b)(4)</p>				(b)(4)	
2	<p>BASE NITAAC Access Fee Requisition No: OS203647</p> <p>Delivery Location Code: HHS HHS 200 Independence Avenue, SW Washington DC 20201 US Amount: (b)(4)</p>				(b)(4)	
3	<p>OPTION YEAR 1 Sprinklr Social Media Tool Includes NITAAC Access Fee Additional information included in the attached continuation pages. Amount: (b)(4) (Option Line Item) Period of Performance: 09/01/2018 to 08/31/2019 Continued ...</p>				(b)(4)	

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

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

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

DATE OF ORDER 08/22/2017	CONTRACT NO. HHSN316201500010W	ORDER NO. HHSP233201700214W
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4	OPTION YEAR 2 Sprinklr Social Media Tool Includes NITAAC Access Fee Additional information included in the attached continuation pages. Amount: (b)(4) (Option Line Item) Period of Performance: 09/01/2019 to 08/31/2020				(b)(4)	
5	OPTION YEAR 3 Sprinklr Social Media Tool Includes NITAAC Access Fee Additional information included in the attached continuation pages. Amount: (b)(4) (Option Line Item) Period of Performance: 09/01/2020 to 08/31/2021					
6	OPTION YEAR 4 Sprinklr Social Media Tool Includes NITAAC Access Fee Additional information included in the attached continuation pages. Amount: (b)(4) (Option Line Item) Period of Performance: 09/01/2021 to 08/31/2022					

(b)(4)

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

SECTION 1 - Supplies or Services and Prices/Costs

1.1 BRIEF DESCRIPTION OF SERVICES

This U.S. Department of Health and Human Services (HHS) order is for a single tool to handle all of the HHS requirements for social media management and has identified Sprinklr as the tool capable of handling HHS’s requirements most efficiently in accordance with attached Thunder Cat Quote# CS003765 (Attachment 1).

1.2 TYPE OF CONTRACT

Firm Fixed Price Task Order HHSN316201500010W

1.3 NON-SEVERABLE SERVICES

The services specified in this contract have been determined to be non-severable services.

1.4 BRAND NAME ONLY

This acquisition is conducted under the authority of the Multiple Award Schedule Program. In accordance with FAR 11.105(a)(1), consideration of schedule contractors will be restricted only to the item peculiar to one manufacturer (Sprinklr).

1.5 CONSIDERATION AND PAYMENT (Fixed Price – Non-Severable Services)

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	09/1/2017 – 08/31/2018	(b)(4)
CLIN 2	Base - NITAAC Access Fee		
CLIN 3	Option Year 1	09/1/2018 – 08/31/2019	
CLIN 4	Option Year 2	09/1/2019 – 08/31/2020	
CLIN 5	Option Year 3	09/1/2020 – 08/31/2021	
CLIN 6	Option Year 4	09/1/2021 – 08/31/2022	
TOTAL Value inclusive of all CLINS			

Payment shall be made upon the delivery and acceptance of the services required in accordance with the following payment schedule:

It is anticipated that the price for each year will be paid in full at the beginning of each period for a total of 5 payments.

SECTION 2 - Description/Specifications/Statement of Work

The Department of Health and Human Services (HHS) is the United States government's principal agency for protecting the health of all Americans and providing essential human services, especially for those who are least able to help themselves. HHS formed a Digital Communications Division (DCD) within the Office of the Secretary (OS) to direct all Digital-related efforts of the Department. This includes creating, uploading and managing, archiving, and maintaining a variety of websites, and managing social media and other engagement activities. This will be provided in accordance with attached Thunder Cat Quote# CS003765 (Attachment 1)

SECTION 3 - Packaging and Marking

3.1 PACKAGING AND MARKING

All deliverables shall be delivered to the Contracting Officer's Representative (COR) identified in Section 6 and shall be marked as follows:

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

SECTION 4- INSPECTION AND ACCEPTANCE

4.1 SCOPE OF INSPECTION

Pursuant to 52.212-4, all work described is 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 Government's Contracting Officers Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

4.2 Approvals by the COR

The COR's approval or revision to the services delivered shall be within the general scope of work stated in this contract.

4.3 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 address: <http://www.arnet.gov/far/>

Clause	Title	Date
52.212-4(a)	Inspection/Acceptance	January 2017

SECTION 5 - DELIVERIES OR PERFORMANCE

5.1 PERIOD OF PERFORMANCE

This contract will have one Base year and four Option years.

Base Period	09/1/2017 – 08/31/2018
Option Year 1	09/1/2018 – 08/31/2019
Option Year 2	09/1/2019 – 08/31/2020
Option Year 3	09/1/2020 – 08/31/2021
Option Year 4	09/1/2021 – 08/31/2022

Note: Period of performance is an estimate and may vary depending on actual award date

5.2 PLACE OF PERFORMANCE

Items are to be delivered to the COR:

Contracting Officer's Representative (COR)
Eric Sun
IT Specialist
U.S. Department of Health and Human Services
Digital Communications Division
200 Independence Ave, SW
Washington, DC 20201
Eric.Sun@hhs.gov
202-260-6453

5.3 DELIVERABLES

- Items listed in attached Thunder Cat Quote# CS003276 (Attachment 1)

5.4 DELIVERY REQUIREMENTS

Pickup and delivery of any required items under this contract shall be accomplished between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday unless changed by mutual agreement between the COR and the contractor. No deliveries shall be made on Saturdays, Sundays, and days of government closure or Federal legal holidays found at: http://www.opm.gov/operating_status_schedules.

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 contract shall be sent to:

Contract Specialist
Keith Harding
U.S. Department of Health and Human Services
Program Support Center
7700 Wisconsin Avenue, Room 8220A
(301) 492-4410
Keith.Harding@psc.hhs.gov

Contracting Officer's Representative (COR)
Eric Sun
IT Specialist
U.S. Department of Health and Human Services
Digital Communications Division
200 Independence Ave, SW
Washington, DC 20201
202-260-6453
Eric.Sun@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 annually for the base period and any/all executed option years. 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.
2. Contracting Officer's Representative (COR): Eric.Sun@hhs.gov
3. Financial Management Service (FMS): 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 year. 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;
- (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

All special contract requirements from contract HHSN316201500010W will be applicable to this task order.

SECTION 8 - CONTRACT CLAUSES

All terms and conditions of contract HHSN316201500010W are in effect for this task order. The following are additional clauses that are applicable to this task order.

8.1 52.203-99 Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (FEB 2015) (DEVIATION 2015-02)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

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 of contract expiration.

8.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor at any time; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the period of performance start date of the option. 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.

8.4 FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

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

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

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

8.5 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/>

<u>HHSAR Clause</u>	<u>Clause Title</u>
352.203-70	Anti-Lobbying (MARCH 2012)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (DEC 2015)

SECTION 9 – LIST OF ATTACHMENTS

Attachment 1: Thunder Cat Quote# CS003765

Withheld pursuant to exemption

(b)(4)

of the Freedom of Information Act

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 15

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

1. DATE OF ORDER 07/13/2017	2. CONTRACT NO. (if any) GS23F0007R	6. SHIP TO: a. NAME OF CONSIGNEE OS-OASPA-HHH Bldg
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3. ORDER NO. HHSP233201700183G	4. REQUISITION/REFERENCE NO. OS199142
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5. ISSUING OFFICE (Address correspondence to) DHHS/PSC/EMP/AMS 7700 Wisconsin Avenue 10th Floor Bethesda MD 20857	b. STREET ADDRESS ATTN: TRACY HALL 202-205-1300 200 Independence Ave., S.W. HHH Bldg. - 6th Floor
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c. CITY Washington	d. STATE DC	e. ZIP CODE 20201
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7 TO: ATTN: ALAINA GOLDENSE 202-463-1683	f. SHIP VIA
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a. NAME OF CONTRACTOR SUSAN PETERSON PRODUCTIONS INC. 372015	8. TYPE OF ORDER
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b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
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c. STREET ADDRESS DBA: THE COMMUNICATION CENTER 1612 K ST NW STE 1000	REFERENCE YOUR	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.
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d. CITY WASHINGTON	e. STATE DC	f. ZIP CODE 20006-2812
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9. ACCOUNTING AND APPROPRIATION DATA 2017.1990385.25232	10. REQUISITIONING OFFICE HALL, TRACY D (OS0)
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB	12. F.O.B. POINT
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13. PLACE OF a. INSPECTION Destination b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
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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: 52-1557819 DUNS Number: (b)(4) Accepted By: Susan Peterson Productions, Inc. (b)(6) 7/13/17 Date					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO:			
a. NAME PSC/FMS		\$32,960.00	
b. STREET ADDRESS (or P.O. Box) PSC_invoices@psc.hhs.gov			17(i) GRAND TOTAL
c. CITY	d. STATE	e. ZIP CODE	\$32,960.00

22. UNITED STATES OF AMERICA BY (Signature) (b)(6)	23. NAME (Typed) JOSEPH J. E. PIRRONE TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

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

DATE OF ORDER
07/13/2017

CONTRACT NO
GS23F0007R

ORDER NO.
HHSP233201700183G

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This is a Firm-Fixed Price delivery order for the Executive Media Training Sessions - Communications Skills.</p> <p>SEVERABILITY: This is a severable order. Funds are only available for use for the line item to which they are obligated. Unused funds from one period (line item) may not rollover for use in other periods.</p> <p>Contracting Officer Representative (COR): Tracy Hall at (202)205-1800 or email: tracy.hall@hhs.gov</p> <p>Questions regarding this contract shall be referred to Epe Pacantara at epe.pacantara@psc.hhs.gov or (301)492-5235</p> <p>Contractor Point of Contact: Alaina Goldense at (202)463-1683 or email: agoldense@thecommunicationcenter.com</p> <p>Any terms and conditions not hereto attached do not apply.</p> <p>Appr. Yr.: 2017 CAN: 1990385 Object Class: 25232 Period of Performance: 07/14/2017 to 07/13/2018</p>					
1	Executive Media Training - Communication Skills: ***See Attachment 1 for complete details of this order***				32,960.00	
2	OPTION PERIOD 1: Executive Media Training - Communication Skills Amount: \$32,960.00 (Option Line Item) Period of Performance: 07/14/2018 to 07/13/2019				0.00	
3	OPTION PERIOD 2: Executive Media Training - Communication Skills Amount: \$32,960.00 (Option Line Item) Continued ...				0.00	

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

\$32,960.00

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

PAGE NO

4

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

DATE OF ORDER

CONTRACT NO.

ORDER NO

07/13/2017

GS23F0007R

FHSP233201700183G

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Period of Performance: 07/14/2019 to 07/13/2020					
4	OPTION PERIOD 3: Executive Media Training - Communication Skills Amount: \$32,960.00 (Option Line Item) Period of Performance: 07/14/2020 to 07/13/2021				0.00	
5	OPTION PERIOD 4: Executive Media Training - Communication Skills Amount: \$32,960.00 (Option Line Item) Period of Performance: 07/14/2021 to 07/13/2022				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

TITLE:

Executive Media Training Sessions – Communication Skills

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CONTRACT TYPE

In consideration of performance of the work described in Section C, Statement of Work, this is a Firm-Fixed-Price:

B.2 CONTRACT LINE ITEM(S)

TASK	Qty:	Unit Cost	Total Cost
Executive Media Training Session	15	\$2,313.00	\$34,695.00
Volume discount (5%)		\$2,197.00	\$32,960.00
TOTAL AMOUNT:			\$32,960.00

SECTION C – STATEMENT OF WORK

Executive Media Training

Statement of Work

Period of Performance:

Base Contract	July 14, 2017 through July 13, 2018
Option Period 1	July 14, 2018 through July 13, 2019
Option Period 2	July 14, 2019 through July 13, 2020
Option Period 3	July 14, 2020 through July 13, 2021
Option Period 4	July 14, 2021 through July 13, 2022

Background

The News Division within the HHS Office of the Assistant Secretary for Public Affairs (ASPA) recognizes the importance of providing hands-on, in-depth media training to all its senior officials to ensure they are equipped with the skills needed to deliver HHS' message successfully in any setting involving the news media and the public.

HHS senior officials have varying degrees of experience in handling the media as it operates today - TV, radio, newspapers, the web, blogs, webcasts, and congressional testimony. It is

essential that HHS senior officials be accessible to the media, the public and Congress in order to carry out the Administration's commitment to open and transparent government. The News Division expects that media training, whether one-on-one or in group, will help HHS convey important information to the American people in the most clear, friendly and straightforward manner possible; make clear, concise points about the work of their programs and the Agency; handle challenging questions about sensitive and potentially controversial issues of public importance; and, present themselves and, thereby, the Agency in the best light in public settings.

Scope

HHS requires the services of a professional media training contractor with demonstrated experience and understanding of the media and training techniques and skills necessary to deliver compelling, fast-paced, and appropriate one-on-one executive training. The contractor shall be capable of delivering critical, candid and constructive feedback specific to individuals participating in the training. HHS expects to conduct fifteen (15) one-on-one executive media training sessions during the period of performance.

Following an executive media training session, HHS senior officials will be able to:

- Participate with confidence in interview situations for print, web, radio and television
- Handle live on set interviews and straight on camera readings
- Understand how to develop a news hook and compelling "lead"
- Deliver messages that have impact
- Know how to take control of an interview
- Bridge from reporters' questions to answers reflecting the Agency's mission
- Answer tough questions firmly
- Spot and avoid trick questions
- Identify common pitfalls that doom interviews
- Look great on television and in photos
- Have command over non-verbal communication
- Manage and handle a media crisis
- Give compelling Congressional Testimony

Tasks

- Conduct One-on-One Video Training—During the half-day one-on-one training, the contractor will video up to 4-5 rounds of an in-depth interview with each trainee, as time allows. The contractor shall measure and assess the individual's performance and provide oral and/or written specific tips for the areas requiring improvement. In the given training time, the trainee may do subsequent on-camera practice using the tips and recommendations provided by the contractor. The original video recordings and any copies shall become the property of HHS. No copies of any training shall leave HHS headquarters. At a minimum, the recording shall be placed on DVD.

- Provide Training Materials—Each one-on-one session participant shall receive takeaway materials, including any additional materials generated from the trainer's assessment, recommendation and specific tips each interviewee should remember prior to every interview.

Work Location

HHS has a large, modern broadcast facility with a support staff where training can occur. Executive media training sessions will take place in the HHS studio when available. On those

occasions where the HHS studio is unavailable due to a previous commitment, the media training contractor must be able to provide access to a suitable alternative location at no additional cost.

The contractor and the HHS News Division project officer shall meet within the first week of award to establish meeting schedules and logistics, review available spaces for the conduct of the one-on-one sessions, and discuss a schedule for the training.

Contractor Overview:

Media Training Tailored for HHS Delivered by The Communication Center

HHS seeks a qualified Media Training firm that understands HHS issues and can deliver a fast-paced and relevant coaching session. TCC has a vast experience of media training HHS individuals and small groups to help prepare them for interviews with reporters, public engagements, congressional testimony and meetings on the hill.

Media Training delivered by The Communication Center includes on-camera mock interviews for each participant with candid critique provided by experienced media coaches – who were past journalists and crisis communications experts. In addition to simulated interviews, TCC also draws from our arsenal of more than 100 media training modules. These modules align with the scope of work issued for this RFQ by HHS. Modules include topics on how to:

- Prepare for interviews: print, web, radio, remote and tv
- Define what is newsworthy and develop a “hook”
- Craft impactful messages
- Control any interview format
- Bridge and pivot to stay on message and keep it positive
- Answer tough questions with clarity and confidence
- Avoid reporter traps and anticipate tough questions
- Identify common mistakes that can tank an interview
- Understand how to appear polished and what to wear for the camera
- Leverage nonverbal best practices
- Prepare effectively for crisis scenarios, be ready to handle inquiries and issue statements
- Deliver concise congressional testimony, draft clear statements and know the key questions

Media training modules are presented via tailored PowerPoint slides and corresponding resource workbooks. As a new offering to our HHS media training clients, TCC is happy to provide our published 118 page workbook. The book is written by our coaching team, and based on their 35 years of media training background and the seasoned expertise of our past journalists' experiences in covering breaking news. Each participant receives this workbook that can serve as a useful review of key concepts to help prep for media, public and congressional appearances.

Preparation is the key to TCC's success. Prior to any media training session, our executive coach conducts a pre-training conference call with the participant and the pertinent contact. This conversation helps the coach understand the upcoming issues and the session goals. Participants can also complete an online pre-training survey which gathers information on research issues as well as identifies the participant's media interview experience. TCC adapts each half day session to the degree of experience each participant has. The scope of the learning modules is gauged based on the types of interviews they are likely to receive in their role at HHS.

This combination of relevant learning modules and experiential on-camera learning helps enhance confidence and ensures credibility is communicated. Current HHS examples are also used in each session to ensure that spokespersons receive a practical training to help them immediately put new practices in place when communicating to the public, media and congress. The combination of practical exercises and strategic learning modules help elevate each participant's skills to the next level.

On-Camera, Recorded Practice – Your studio or ours? 😊

Similar to the other 65+ media trainings TCC has conducted with HHS in the past 5 years, we are happy to deliver the sessions at the HHS broadcast facility. TCC has found HHS's studio and studio personnel to be top-notch, providing productive learning environment to media training participants. TCC also understands that sometimes, the HHS studio may not be available for media training. In this event, TCC has a two-camera digital television studio with professional lighting and expert camera operators ready to go.

The typical half day session is 3.5 hours with one participant and one coach. Depending on the participant's level of media experience, 2 – 5 practice interviews are held. The executive communication coach poses as the reporter, public audience or congressman and asks likely questions. Following the taping the coach provides constructive and candid feedback for improvement.

SAMPLE AGENDA:

The following table is a sample agenda of the standard media training modules that can be included for half day one-on-one sessions for HHS. This agenda can be adapted based on participant past experience and the nature of their upcoming interviews on behalf of HHS. The on-camera practice interviews can be conducted in various formats – such as stand-up, sit-down, phone, print, radio, or remote. The type of interview practices depends on the most relevant type

of interview for the participant. This is determined prior to the session by the coach and the HHS contact.

Media Training: Half Day

[Introduction] Trainer Introduction	Trainer kicks off session, gives background, and discusses the agenda for the day's objectives.
Media Skills: Core Communication Skills	Coaches discuss the key components needed for effective communication skills during media interviews
Audience Analysis: Who are the people you want to reach and influence?	Discussion on the needs, expectations, knowledge and wants of key audiences - this helps frame messages based on the qualities of each audience
Message Development	Templates to structure a message for maximum effectiveness
The Shrinking Soundbite/ Effective Headlines	Research behind the shrinking soundbite and how to craft attention grabbing headlines.
Increase Your Quotability	Tips to enhance the possibility of being quoted, and how to be quoted correctly/accurately
Junk the Jargon	Methods to simplify and generalize terminology to connect with audiences.
Verbal Flagging	Ways to give emphasis to important points, and lead a reporter's line of questioning.
Critical Interview Steps	The six key steps one should consider prior to any media interview. One example is to "Clarify the subject of the story with the reporter." The coach explains the six steps in detail.
Determine Your Key Questions	The participant discusses difficult questions and has time to draft key messages to prep for mock interview.
Record 1st Simulated Interview	2 seated interviews are recorded in the studio.
Delivery Skills: Word Choice, Voice Tone, Body Language	The coach presents discussion on the relative importance of words, voice and body language and how it is dependent on the context and subject matter of the message.

Language of Leadership	Techniques to improve power speak and eliminate weak speak.
Replay & Critique of 1st Interview	The coach provides constructive critiques.
Media Traps to Avoid	Traps highlighted include: buzzwords, how to say no comment, pivot phrases, and reframing.
Record 2nd Interview	Interview can either be stand-up or sit down recorded in the studio.
Replay & Critique 2nd Interview	The coach provides constructive critiques.
Reporter Traps to Avoid	Either or, when you don't know the answer, phantom attribution, what if, piling on and putting words in your mouth.
Q&A Strategy	More useful strategies for responding to more challenging questions
Action Plan Evaluations Wrap-Up	Client has the opportunity to focus on his action plan for success.

SECTION D - AUTHORITIES OF GOVERNMENT PERSONNEL

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 contract shall be sent to:

Contract Specialist

Name: Epe Pacantara

Address: 12501 Ardennes Ave., Suite 400

Phone: 301-443-2731

Email: Epe.Pacantara@psc.hhs.gov

Contracting Officer's Representative

Name: Tracy Hall

Address: 200 Independence Ave., SW,

Hubert Humphrey Building, 638F3

Washington, DC 20201

Phone: 202-205-1300

Email: Tracy.Hall@hhs.gov

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

SECTION E - Invoice Submission:

The Contractor shall submit invoices monthly after receipt and acceptance of the Monthly Progress Report and all contractual deliverables scheduled for submission during the period have been submitted to and accepted by the COR or appointed designee.

Invoice amounts shall specify the number of hours incurred, the name of the resource that provided the service, and the hourly rates for that reporting period.

The Contractor shall submit invoices with all required back-up documentation electronically, via email, to:

1. Contract Specialist via DAM mailbox: pscscas.invoices@psc.hhs.gov
2. Contracting Officer's Representative (COR): Tracy.Hall@hhs.gov
3. Financial Management Service (FMS): 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 GSA contract number (GS23F0007R) contract line item number, the contract number (HHSP233201700183G) 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. Invoices shall be broken down by line item. 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;
- (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, Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer, Other Than Central Contractor Registration), 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 Dunn and 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 F – CLAUSES

Clauses:

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. Full text may also be accessed electronically at these addresses: HHSAR - <http://www.hhs.gov/policies/hhsar/subpart301-1.html>

DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION
(HHSAR) (48 CFR CHAPTER 3) CONTRACT CLAUSES

Clause No.	Title and Date
HHSAR 352.203-70	ANTI-LOBBYING (DEC 2015)
HHSAR 352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (DEC 2015)

2. FAR 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (FEB 2015) (DEVIATION 2015-02)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

3. FAR 52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

SECTION 1 – SUPPLIES OR SERVICES AND PRICES/COSTS

1.1 BRIEF DESCRIPTION OF SERVICES

This Department of Health and Human Services (HHS), Digital Communications Division, Office of The Assistant Secretary of Public Affairs (ASPA), requirement is for social media, engagement & public health education campaign support services. The purpose of this requirement is to provide ASPA Digital with a mechanism to procure a full range of social media and digital marketing services. Further details are included below and in the attached Crosby Marketing Communications Technical and Price Proposals (Attachments 1 and 2).

1.2 TYPE OF ORDER

Firm Fixed Price and Time and Material Contract Under GS-23F-0040L

1.3 SEVERABLE SERVICES

The services acquired under this contract are severable services.

1.4 COMMERCIAL SERVICES

The services specified in this order have been determined to be commercial.

1.5 CONSIDERATION AND PAYMENT (Firm Fixed Price/Time & Material)

The Contractor shall provide the services described in Section C, Description/ Specifications/Work Statement and in accordance with attached Crosby Marketing Communications Proposal (Attachment 1). Except as otherwise specified in the contract, the Contractor shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for or incident to the performance of the work set forth herein. In consideration of satisfactory performance of the work described in the Statement of Work, the Contractor shall be compensated for the number of hours actually incurred at the fixed loaded hourly rates set forth below. Other direct costs, if applicable, shall be paid at actual cost. The Contractor shall be paid upon completion and acceptance (if deliverable) or verification (if service) by the Contracting Officer's Representative (COR), of the deliverables and/or services for the reporting period. Invoices shall be submitted monthly in accordance with the FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (JAN 2017), and Section 6.3 below.

1.6 CONTRACT PRICING

This is a severable firm fixed price/time and materials (T&M) order. In consideration for the successful performance of this work, the Contractor shall be compensated in accordance with the fixed loaded hourly rates shown below for actual hours incurred. The fully loaded rates shall be all inclusive of the direct labor rate, fringe benefits, applicable indirect cost rates each labor category. Details on rates included in attached Crosby Marketing Communications Price Proposal (Attachment 2).

SECTION 2 – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

This Department of Health and Human Services (HHS), Digital Communications Division, Office of The Assistant Secretary of Public Affairs (ASPA), requirement is for social media, engagement & public health education campaign support services. The purpose of this requirement is to provide ASPA Digital with a mechanism to procure a full range of social media and digital marketing services. Further details are included below and in the attached Crosby Marketing Communications Technical and Price Proposals (Attachments 1 and 2).

SECTION 3- PACKAGING AND MARKING**3.1 PACKAGING AND MARKING**

All information and deliverables shall be delivered to the address reflected in each this Task Order and shall be marked as follows:

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

SECTION 4- INSPECTION AND ACCEPTANCE**4.1 SCOPE OF INSPECTION**

Pursuant to 52.212-4, all work described is 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 Government's Contracting Officers Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

4.2 Approvals by the COR

The COR's approval or revision to the services delivered shall be within the general scope of work stated in this contract.

4.3 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 address: <http://www.arnet.gov/far/>

Clause	Title	Date
52.212-4(a)	Inspection/Acceptance	January 2017

SECTION 5- DELIVERIES OR PERFORMANCE**5.1 PERIOD OF PERFORMANCE**

The base period of performance is for one year from contract award with four, one-year options.

Base: September 24, 2018 – September 23, 2019

Option Year 1: September 24, 2019 – September 23, 2020

Option Year 2: September 24, 2020 – September 23, 2021

Option Year 3: September 24, 2021 – September 23, 2022

Option Year 4: September 24, 2022 – September 23, 2023

5.2 PLACE OF PERFORMANCE

The work to be performed under this contract will be primarily performed at the Contractor's facilities. The Contractor may be required to perform some work and/or attend daily morning standup meetings at the Government's facility located at 200 Independence Avenue, Southwest, Washington, DC, 20201 in the Washington D.C. (see Section Crosby Marketing Communications Technical and Price Proposals (Attachments 1 and 2) for positions that require meeting attendance)

The Contractor shall obtain prior written approval from the CO and COR to work in any location outside of the standard Government facilities.

5.3 WORK SCHEDULE

Unless otherwise provided for in a sub-task area, the Contractor shall report to work Monday through Friday, excluding Federal Holidays, starting no earlier than 6:00 a.m., local time and ending no later than 9:00 p.m. local time. No overtime rates will be paid.

5.4 KEY PERSONNEL

5.4.1 See Crosby Marketing Communications Technical and Price Proposals (Attachments 1 and 2) for Key Personnel notations and general qualifications. Key personnel must be assigned for the duration of the task order and may not be replaced or removed without prior notification to the Contracting Officer. The Contractor shall provide the COR ten (10) working days advance notification of key personnel changes. A comparable replacement must be chosen and agreed to by the COR and Project Lead. Resumes must be provided for each proposed key personnel. In the event that named key personnel are unable to perform their duties, the Contractor shall submit a replacement statement of qualifications to the COR to minimize any impact to task order performance.

5.4.2 In the event of any key personnel absence, which exceeds five working days, the Contractor will provide a qualified individual on an interim basis until the replacement key personnel is available, unless the interim staffing is waived by the COR. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced.

5.4.3 The results of these evaluations will be promptly provided to the Contractor through the CO. The CO

Social Media, Engagement & Public Health Education Campaign Support Services will make a final determination of acceptability and if the proposed individual is found to be unacceptable, the Contractor will supply another substitution within 15 calendar days.

5.5 REMOVAL OF CONTRACTOR PERSONNEL

Due to the complexity, sensitivity and high-level visibility of the work required under this task order, the CO reserves the right to request the removal of personnel, including subcontractor(s), at any time during the life of the task order due to security violations or exhibiting non-professional behavioral problems. The Contractor shall provide a qualified replacement(s) within ten (10) working days.

5.6 TRAVEL

The Contractor may be required to travel under this task order. The COR will determine specific location, duration and number of travelers to meet mission needs. Travel inside the 50-mile radius from their duty station will not be separately reimbursed. All Travel will be reimbursed in accordance with the Federal Travel Regulations (FTR). The estimated ceiling amounts for travel costs will be included in the task order contract line item structure.

5.7 DELIVERABLES

Specific deliverables will be identified by project/campaign needs. However, ASPA Digital anticipates that, at a minimum, the deliverables listed below will be required for each project. All deliverables shall be submitted to the Contracting Officer’s Representative (COR) and Project Lead in an electronic format (MS Word, Excel, PowerPoint Adobe Acrobat, Adobe Creative Suite, Final Edited Videos, etc.)

The following table details a listing of deliverables that may be completed by the contractor (at a minimum). Please note there may be additional deliverables desired after contract award.

Document Section	Deliverable Title/Description	Due Date
Kick-Off Meeting	<p>Kick-Off Meeting</p> <p>The contractor shall schedule and hold a Kick-off meeting with ASPA Digital 5-7 business days of contract award. The meeting will be hosted at ASPA Digital’s office and shall consist of an introduction of key Contractor staff members, explanation of their roles and responsibilities, confirmation in understanding task areas and objectives, and a discussion of upcoming deliverables.</p>	<p>Within 5-7 <i>business days</i> of the effective date of this contract award</p>

Social Media, Engagement & Public Health Education Campaign Support Services

<p>Draft Project /marketing strategy plan</p> <p>Final Project /marketing strategy plan</p>	<p>Project /marketing strategy plan Draft / Final</p> <p>The contractor shall provide a detailed Draft Project plan within five (5) business days of the kick-off meeting that includes a marketing strategy to support ASPA Digital’s needs. The Project Plan shall include staffing plan, action items, issues, risks and mitigation strategies, management controls to be employed to meet cost, schedule and performance requirements.</p> <p>Assign project #with all details for easy project tracking, production and billing purposes.</p>	<p>Draft due within five (5) business days of the Kick-Off meeting</p> <p>Final due 5 business days after government’s final review/edits/comments</p>
<p>Daily Morning Stand-up meeting</p>	<p>Daily Morning Stand-up meeting at the Government’s Washington, DC facility,</p>	<p>Daily (onsite) attendance</p>
<p>AdHoc Meetings</p>	<p>AdHoc Meetings</p>	<p>As Required</p>
<p>Roster</p>	<p>Roster</p>	<p>Within 7 <i>business days</i> of the effective date of this contract</p>
<p>Contractor Employee Non-Disclosure Agreement (NDA)</p>	<p>Contractor Employee Non-Disclosure Agreement (NDA)</p>	<p>Prior to performing any work on behalf of HHS</p>

Social Media, Engagement & Public Health Education Campaign Support Services

<p>Weekly/bi-weekly and/or monthly Progress Report</p>	<p>Weekly/bi-weekly and/or monthly Progress report outlining expenditures, billings, technical progress, status, and any problems, issues encountered in the performance of this effort. May be submitted in the Contractor’s preferred format in accordance with business best practice, but it shall at a minimum include labor hours expended, by labor category, for each task and sub-task.</p>	<p>As Required</p>
<p>Monthly Invoices</p>	<p>Invoices</p>	<p>Monthly</p>
<p>Agendas & Meeting Minutes</p>	<p>Agendas & Meeting Minutes</p>	<p>As Required</p>
<p>Media Plans</p>	<p>On a monthly, quarterly, and annual basis for each project and/or campaign, the Contractor shall submit to the COR and Project Lead a Media Plan, that includes the amount of funds needed for planning, as well as strategic plan for roll out.</p>	<p>Monthly, Quarterly, Annually, As needed by Government</p>
<p>Recommendation Report</p>	<p>Contractor shall submit to the COR a recommendation report that details the work completed to date, market research conducted, advertising and marketing strategy pursued, and recommendations on appropriate advertising and marketing media ASPA Digital is to pursue and what output materials need to be procured.</p>	<p>As Required</p>
<p>Digital Campaigns & Advertising/ Social Media Strategies and Plans Social Media Content Responses</p>	<p>Contractor shall provide Advertising, Content, Social Media and Market Research materials to further ASPA Digital’s advertising and marketing campaigns.</p>	<p>As Required</p>

Social Media, Engagement & Public Health Education Campaign Support Services

Marketing Proposals, Protocols and Plans		
Creative Reviews		
Strategic Communications Plan	Strategic Communications Plan	As Required
Performance/ Analytics Reports		Monthly and Ad hoc as requested
Social Listening and Moderation Reports	Contractor shall provide reports on the comments and engagement conversations on social channels and shall provide social listening reports on topics related to marketing outreach.	TBD and Ad hoc
Draft Quality Assurance Surveillance Plan (QASP)	Contractor Draft shall be submitted with Proposal for government review and acceptance	5 business days after kick-off
Final Quality Assurance Surveillance Plan (QASP)	Based on Government approval, Contractor shall submit final QASP.	5 business days after government provides comments/edits to draft submitted
Training Records	Copy of training records for all mandatory training	In conjunction with contract award and annually thereafter or upon request
Performance Data Analysis & Recommendations	Performance Data Analysis & Recommendations	As Required

Social Media, Engagement & Public Health Education Campaign Support Services

Digital Style Guide		As Required
Digital Video, Audio, Graphics		As Required
Social Media and Website Design Artifacts (e.g. graphics, videos, wireframes, page elements, etc.)		As Required
Rules of Behavior	Signed ROB for all employees	Initiation of contract and at least annually thereafter
Incident Response	Incident Report (as incidents or breaches occur)	As soon as possible and without reasonable delay and no later than 1 hour of discovery
On-Boarding Personnel Security Responsibilities	List of Personnel with defined roles and responsibilities	Within <i>5 to 7 business days</i> before an employee begins working on this contract.
Off-Boarding Personnel Security Responsibilities	Off-boarding documentation, equipment and badge when leaving contract	Within <i>5 to 7 business days</i> after the Government's final acceptance of the work under this contract, or in the event of a termination of the contract.
Background Investigation	Onboarding documentation when beginning contract.	Prior to performing any work on behalf of HHS

Social Media, Engagement & Public Health Education Campaign Support Services

<p>Certification of Sanitization of Government and Government Activity-Related Files, Information, and Devices</p>	<p>Form or deliverables required by ASPA DCD</p>	<p>At contract expiration</p>
<p>Draft Transition-Out Plan</p>	<p>The Contractor shall develop a Transition-Out Plan that shall facilitate the accomplishment of a seamless transition from incumbent to incoming contractor/government personnel at the expiration of task order.</p>	<p>No Later Than (NLT) 120 days prior to expiration of task order.</p> <p>Within 7 Business Days after final draft is submitted the Government will review, edit and approve for finalization and implementation.</p>

The contractor shall submit deliverables to the COR identified in Section 6.1. These deliverables shall be clear, concise, and complete, and shall conform with the standards that are identified below. Certain types of deliverables shall be submitted in draft form initially, allowing the COR to review and provide additional information and/or clarification comments for possible inclusion in the final document.

All relevant deliverable materials shall be submitted electronically to the COR using the Microsoft Office tool suite. Deliverables shall be submitted both in hard copy and electronically to the COR. Below is a listing of the deliverables and their intended due date.

5.7.1 PERFORMANCE STANDARDS

<p>Each deliverable will contain the following performance standards and expectations. These standards and expectations may be tailored to the specific nature of the work product, deliverable and/or project.</p> <p>FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN THE SERVICE PROVIDER CORRECTING DEFICIENCIES AT NO ADDITIONAL COST TO THE DEPARTMENT AND MAY RESULT IN ADDITIONAL PENALTIES IF DELINEATED IN INDIVIDUAL CALL ORDERS</p>	
Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations,
Accuracy	All information submitted will be 100% accurate.
Effectiveness	All deliverables must contribute to the overall success of the contract.
Timeliness	All deliverables will be on time and within schedule.
Cost	All tasks will be performed within the funding limit provided in each fully-funded award.

5.7.2 BASELINE SECURITY REQUIREMENTS

Applicability. The requirements herein apply whether the entire contract (hereafter “contract”), or portion thereof, includes either or both of the following:

- a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.

- 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.
- 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

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- 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

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

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
2. Contracting Officer's Representative (COR): Janell.Muhammad@hhs.gov
3. Financial Management Service (FMS): 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

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

Withheld pursuant to exemption

(b)(4)

of the Freedom of Information Act

Withheld pursuant to exemption

(b)(4)

of the Freedom of Information Act

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/24/2018		2. CONTRACT NO. (If any) GS-23F-0040L		6. SHIP TO:	
3. ORDER NO. HHSP233201800298G		4. REQUISITION/REFERENCE NO. See Schedule		a. NAME OF CONSIGNEE See Continuation Pages	
5. ISSUING OFFICE (Address correspondence to) DHHS/PSC/FMP/AMS 7700 Wisconsin Avenue 8th Floor Bethesda MD 20857				b. STREET ADDRESS	
7. TO:		a. NAME OF CONTRACTOR CROSBY MARKETING COMMUNICATIONS INC. 1344750		f. SHIP VIA	
b. COMPANY NAME		c. STREET ADDRESS 705 MELVIN AVE STE 200		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY ANNAPOLIS		e. STATE MD		f. ZIP CODE 214011540	
9. ACCOUNTING AND APPROPRIATION DATA 2018.18618WD.25235				10. REQUISITIONING OFFICE JOHNSON DANIELLE G (030)	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <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 type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
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: 52-0993153 DUNS Number: (b)(4) Social Media, Engagement & Public Health Education Campaign Support Services 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 (or P.O. Box)		c. CITY		17(i) GRAND TOTAL
SEE BILLING INSTRUCTIONS ON REVERSE		d. STATE		e. ZIP CODE		
						\$1,653,392.14
						\$1,653,392.14

22. UNITED STATES OF AMERICA BY (Signature)		Lydina M. Battle -S		23. NAME (Typed) LYDINA M. BATTLE TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER
09/24/2018

CONTRACT NO.
GS-23F-0040L

ORDER NO.
HHSP233201800298G

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	<p align="center">(b)(6)</p> <p>Accepted By: _____ For contract related questions please contact Keith Harding, Keith.Harding@psc.hhs.gov Technical POC: Janell Muhammad, Janell.Muhammad@hhs.gov Contractor POC: Raymond Crosby, raycrosby@crossbymarketing.com Appr. Yr.: 2018 CAN: 18618WD Object Class: 25235 Period of Performance: 09/24/2018 to 09/23/2019</p> <p>BASE Social Media, Engagement & Public Health Education Campaign Support Services. Item Price: (b)(4) This item includes funding for item 2 (ODC)</p> <p>Additional information included in attached continuation pages. Award Type: Time-and-materials Requisition No: OS226045</p> <p>Delivery Location Code: OS-OASPA-HHH BLDG OS-OASPA-HHH Bldg Assistant Secretary for Public Affa 200 Independence Ave., S.W. HHH Bldg. - 6th Floor Washington DC 20201 US Amount: (b)(4)</p>				(b)(4)	
2	<p>BASE Other Direct Costs (ODC) Item Price: (b)(4) This item is partially funded by item #1.</p> <p>Additional information included in attached continuation pages. Award Type: Time-and-materials Requisition No: OS229082</p> <p>Delivery Location Code: HHS HHS 200 Independence Avenue, SW Continued ...</p>					

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

\$1,653,392.14

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/24/2018	CONTRACT NO. GS-23F-0040L	ORDER NO. HHSP233201800298G
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Washington DC 20201 US Amount: (b)(4)					
3	OPTION YEAR 1 Social Media, Engagement & Public Health Education Campaign Support Services. Additional information included in attached continuation pages. Amount: (b)(4) Option Line Item)				0.00	
4	OPTION YEAR 1 Other Direct Costs (ODC) Additional information included in attached continuation pages. Award Type: Time-and-materials Amount: (b)(4) Option Line Item) Period of Performance: 09/24/2019 to 09/23/2020				0.00	
5	OPTION YEAR 2 Social Media, Engagement & Public Health Education Campaign Support Services. Additional information included in attached continuation pages. Award Type: Time-and-materials Amount: (b)(4) Option Line Item) Delivery Location Code: OS-OASPA-HHH BLDG OS-OASPA-HHH Bldg Assistant Secretary for Public Affa 200 Independence Ave., S.W. HHH Bldg. - 6th Floor Washington DC 20201 US Amount: (b)(4) Period of Performance: 09/24/2020 to 09/23/2021				0.00	
6	OPTION YEAR 2 Other Direct Costs (ODC) Additional information included in attached Continued ...				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/24/2018	CONTRACT NO. GS-23F-0040L	ORDER NO. HHSP233201800298G
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
7	continuation pages. Award Type: Time-and-materials Amount: (b)(4) Option Line Item) Period of Performance: 09/24/2020 to 09/23/2021 OPTION YEAR 3 Social Media, Engagement & Public Health Education Campaign Support Services. Additional information included in attached continuation pages. Award Type: Time-and-materials Amount: (b)(4) Option Line Item) Delivery Location Code: OS-OASPA-HHH BLDG OS-OASPA-HHH Bldg Assistant Secretary for Public Affa 200 Independence Ave., S.W. HHH Bldg. - 6th Floor Washington DC 20201 US Amount: (b)(4) Period of Performance: 09/24/2021 to 09/23/2022				0.00	
8	OPTION YEAR 3 Other Direct Costs (ODC) Additional information included in attached continuation pages. Amount: (b)(4) Option Line Item)				0.00	
9	OPTION YEAR 4 Social Media, Engagement & Public Health Education Campaign Support Services. Additional information included in attached continuation pages. Award Type: Time-and-materials Amount: (b)(4) Option Line Item) Delivery Location Code: OS-OASPA-HHH BLDG OS-OASPA-HHH Bldg Assistant Secretary for Public Affa Continued ...				0.00	

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

\$0.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/24/2018	CONTRACT NO. GS-23F-0040L	ORDER NO. HHSP233201800298G
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	200 Independence Ave., S.W. HHH Bldg. - 6th Floor Washington DC 20201 US Amount: (b)(4) Period of Performance: 09/24/2022 to 09/23/2023					
10	OPTION YEAR 4 Other Direct Costs (ODC) Additional information included in attached continuation pages. Award Type: Time-and-materials Amount: (b)(4) (Option Line Item) Period of Performance: 09/24/2022 to 09/23/2023				0.00	

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

\$0.00

SECTION 1 – SUPPLIES OR SERVICES AND PRICES/COSTS

1.1 BRIEF DESCRIPTION OF SERVICES

This Department of Health and Human Services (HHS), Digital Communications Division, Office of The Assistant Secretary of Public Affairs (ASPA), requirement is for social media, engagement & public health education campaign support services. The purpose of this requirement is to provide ASPA Digital with a mechanism to procure a full range of social media and digital marketing services. Further details are included below and in the attached Crosby Marketing Communications Technical and Price Proposals (Attachments 1 and 2).

1.2 TYPE OF ORDER

Firm Fixed Price and Time and Material Contract Under GS-23F-0040L

1.3 SEVERABLE SERVICES

The services acquired under this contract are severable services.

1.4 COMMERCIAL SERVICES

The services specified in this order have been determined to be commercial.

1.5 CONSIDERATION AND PAYMENT (Firm Fixed Price/Time & Material)

The Contractor shall provide the services described in Section C, Description/ Specifications/Work Statement and in accordance with attached Crosby Marketing Communications Proposal (Attachment 1). Except as otherwise specified in the contract, the Contractor shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for or incident to the performance of the work set forth herein. In consideration of satisfactory performance of the work described in the Statement of Work, the Contractor shall be compensated for the number of hours actually incurred at the fixed loaded hourly rates set forth below. Other direct costs, if applicable, shall be paid at actual cost. The Contractor shall be paid upon completion and acceptance (if deliverable) or verification (if service) by the Contracting Officer's Representative (COR), of the deliverables and/or services for the reporting period. Invoices shall be submitted monthly in accordance with the FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (JAN 2017), and Section 6.3 below.

1.6 CONTRACT PRICING

This is a severable firm fixed price/time and materials (T&M) order. In consideration for the successful performance of this work, the Contractor shall be compensated in accordance with the fixed loaded hourly rates shown below for actual hours incurred. The fully loaded rates shall be all inclusive of the direct labor rate, fringe benefits, applicable indirect cost rates each labor category. Details on rates included in attached Crosby Marketing Communications Price Proposal (Attachment 2).

SECTION 2 – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

This Department of Health and Human Services (HHS), Digital Communications Division, Office of The Assistant Secretary of Public Affairs (ASPA), requirement is for social media, engagement & public health education campaign support services. The purpose of this requirement is to provide ASPA Digital with a mechanism to procure a full range of social media and digital marketing services. Further details are included below and in the attached Crosby Marketing Communications Technical and Price Proposals (Attachments 1 and 2).

SECTION 3- PACKAGING AND MARKING**3.1 PACKAGING AND MARKING**

All information and deliverables shall be delivered to the address reflected in each this Task Order and shall be marked as follows:

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

SECTION 4- INSPECTION AND ACCEPTANCE**4.1 SCOPE OF INSPECTION**

Pursuant to 52.212-4, all work described is 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 Government's Contracting Officers Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

4.2 Approvals by the COR

The COR's approval or revision to the services delivered shall be within the general scope of work stated in this contract.

4.3 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 address: <http://www.arnet.gov/far/>

Clause	Title	Date
52.212-4(a)	Inspection/Acceptance	January 2017

SECTION 5- DELIVERIES OR PERFORMANCE**5.1 PERIOD OF PERFORMANCE**

The base period of performance is for one year from contract award with four, one-year options.

Base: September 24, 2018 – September 23, 2019

Option Year 1: September 24, 2019 – September 23, 2020

Option Year 2: September 24, 2020 – September 23, 2021

Option Year 3: September 24, 2021 – September 23, 2022

Option Year 4: September 24, 2022 – September 23, 2023

5.2 PLACE OF PERFORMANCE

The work to be performed under this contract will be primarily performed at the Contractor's facilities. The Contractor may be required to perform some work and/or attend daily morning standup meetings at the Government's facility located at 200 Independence Avenue, Southwest, Washington, DC, 20201 in the Washington D.C. (see Section Crosby Marketing Communications Technical and Price Proposals (Attachments 1 and 2) for positions that require meeting attendance)

The Contractor shall obtain prior written approval from the CO and COR to work in any location outside of the standard Government facilities.

5.3 WORK SCHEDULE

Unless otherwise provided for in a sub-task area, the Contractor shall report to work Monday through Friday, excluding Federal Holidays, starting no earlier than 6:00 a.m., local time and ending no later than 9:00 p.m. local time. No overtime rates will be paid.

5.4 KEY PERSONNEL

5.4.1 See Crosby Marketing Communications Technical and Price Proposals (Attachments 1 and 2) for Key Personnel notations and general qualifications. Key personnel must be assigned for the duration of the task order and may not be replaced or removed without prior notification to the Contracting Officer. The Contractor shall provide the COR ten (10) working days advance notification of key personnel changes. A comparable replacement must be chosen and agreed to by the COR and Project Lead. Resumes must be provided for each proposed key personnel. In the event that named key personnel are unable to perform their duties, the Contractor shall submit a replacement statement of qualifications to the COR to minimize any impact to task order performance.

5.4.2 In the event of any key personnel absence, which exceeds five working days, the Contractor will provide a qualified individual on an interim basis until the replacement key personnel is available, unless the interim staffing is waived by the COR. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced.

5.4.3 The results of these evaluations will be promptly provided to the Contractor through the CO. The CO

Social Media, Engagement & Public Health Education Campaign Support Services will make a final determination of acceptability and if the proposed individual is found to be unacceptable, the Contractor will supply another substitution within 15 calendar days.

5.5 REMOVAL OF CONTRACTOR PERSONNEL

Due to the complexity, sensitivity and high-level visibility of the work required under this task order, the CO reserves the right to request the removal of personnel, including subcontractor(s), at any time during the life of the task order due to security violations or exhibiting non-professional behavioral problems. The Contractor shall provide a qualified replacement(s) within ten (10) working days.

5.6 TRAVEL

The Contractor may be required to travel under this task order. The COR will determine specific location, duration and number of travelers to meet mission needs. Travel inside the 50-mile radius from their duty station will not be separately reimbursed. All Travel will be reimbursed in accordance with the Federal Travel Regulations (FTR). The estimated ceiling amounts for travel costs will be included in the task order contract line item structure.

5.7 DELIVERABLES

Specific deliverables will be identified by project/campaign needs. However, ASPA Digital anticipates that, at a minimum, the deliverables listed below will be required for each project. All deliverables shall be submitted to the Contracting Officer’s Representative (COR) and Project Lead in an electronic format (MS Word, Excel, PowerPoint Adobe Acrobat, Adobe Creative Suite, Final Edited Videos, etc.)

The following table details a listing of deliverables that may be completed by the contractor (at a minimum). Please note there may be additional deliverables desired after contract award.

Document Section	Deliverable Title/Description	Due Date
Kick-Off Meeting	<p>Kick-Off Meeting</p> <p>The contractor shall schedule and hold a Kick-off meeting with ASPA Digital 5-7 business days of contract award. The meeting will be hosted at ASPA Digital’s office and shall consist of an introduction of key Contractor staff members, explanation of their roles and responsibilities, confirmation in understanding task areas and objectives, and a discussion of upcoming deliverables.</p>	<p>Within 5-7 <i>business days</i> of the effective date of this contract award</p>

Social Media, Engagement & Public Health Education Campaign Support Services

<p>Draft Project /marketing strategy plan</p> <p>Final Project /marketing strategy plan</p>	<p>Project /marketing strategy plan Draft / Final</p> <p>The contractor shall provide a detailed Draft Project plan within five (5) business days of the kick-off meeting that includes a marketing strategy to support ASPA Digital’s needs. The Project Plan shall include staffing plan, action items, issues, risks and mitigation strategies, management controls to be employed to meet cost, schedule and performance requirements.</p> <p>Assign project #with all details for easy project tracking, production and billing purposes.</p>	<p>Draft due within five (5) business days of the Kick-Off meeting</p> <p>Final due 5 business days after government’s final review/edits/comments</p>
<p>Daily Morning Stand-up meeting</p>	<p>Daily Morning Stand-up meeting at the Government’s Washington, DC facility,</p>	<p>Daily (onsite) attendance</p>
<p>AdHoc Meetings</p>	<p>AdHoc Meetings</p>	<p>As Required</p>
<p>Roster</p>	<p>Roster</p>	<p>Within 7 <i>business days</i> of the effective date of this contract</p>
<p>Contractor Employee Non-Disclosure Agreement (NDA)</p>	<p>Contractor Employee Non-Disclosure Agreement (NDA)</p>	<p>Prior to performing any work on behalf of HHS</p>

Social Media, Engagement & Public Health Education Campaign Support Services

<p>Weekly/bi-weekly and/or monthly Progress Report</p>	<p>Weekly/bi-weekly and/or monthly Progress report outlining expenditures, billings, technical progress, status, and any problems, issues encountered in the performance of this effort. May be submitted in the Contractor’s preferred format in accordance with business best practice, but it shall at a minimum include labor hours expended, by labor category, for each task and sub-task.</p>	<p>As Required</p>
<p>Monthly Invoices</p>	<p>Invoices</p>	<p>Monthly</p>
<p>Agendas & Meeting Minutes</p>	<p>Agendas & Meeting Minutes</p>	<p>As Required</p>
<p>Media Plans</p>	<p>On a monthly, quarterly, and annual basis for each project and/or campaign, the Contractor shall submit to the COR and Project Lead a Media Plan, that includes the amount of funds needed for planning, as well as strategic plan for roll out.</p>	<p>Monthly, Quarterly, Annually, As needed by Government</p>
<p>Recommendation Report</p>	<p>Contractor shall submit to the COR a recommendation report that details the work completed to date, market research conducted, advertising and marketing strategy pursued, and recommendations on appropriate advertising and marketing media ASPA Digital is to pursue and what output materials need to be procured.</p>	<p>As Required</p>
<p>Digital Campaigns & Advertising/ Social Media Strategies and Plans Social Media Content Responses</p>	<p>Contractor shall provide Advertising, Content, Social Media and Market Research materials to further ASPA Digital’s advertising and marketing campaigns.</p>	<p>As Required</p>

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Marketing Proposals, Protocols and Plans Creative Reviews		
Strategic Communications Plan	Strategic Communications Plan	As Required
Performance/ Analytics Reports		Monthly and Ad hoc as requested
Social Listening and Moderation Reports	Contractor shall provide reports on the comments and engagement conversations on social channels and shall provide social listening reports on topics related to marketing outreach.	TBD and Ad hoc
Draft Quality Assurance Surveillance Plan (QASP)	Contractor Draft shall be submitted with Proposal for government review and acceptance	5 business days after kick-off
Final Quality Assurance Surveillance Plan (QASP)	Based on Government approval, Contractor shall submit final QASP.	5 business days after government provides comments/edits to draft submitted
Training Records	Copy of training records for all mandatory training	In conjunction with contract award and annually thereafter or upon request
Performance Data Analysis & Recommendations	Performance Data Analysis & Recommendations	As Required

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Digital Style Guide		As Required
Digital Video, Audio, Graphics		As Required
Social Media and Website Design Artifacts (e.g. graphics, videos, wireframes, page elements, etc.)		As Required
Rules of Behavior	Signed ROB for all employees	Initiation of contract and at least annually thereafter
Incident Response	Incident Report (as incidents or breaches occur)	As soon as possible and without reasonable delay and no later than 1 hour of discovery
On-Boarding Personnel Security Responsibilities	List of Personnel with defined roles and responsibilities	Within <i>5 to 7 business days</i> before an employee begins working on this contract.
Off-Boarding Personnel Security Responsibilities	Off-boarding documentation, equipment and badge when leaving contract	Within <i>5 to 7 business days</i> after the Government's final acceptance of the work under this contract, or in the event of a termination of the contract.
Background Investigation	Onboarding documentation when beginning contract.	Prior to performing any work on behalf of HHS

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<p>Certification of Sanitization of Government and Government Activity-Related Files, Information, and Devices</p>	<p>Form or deliverables required by ASPA DCD</p>	<p>At contract expiration</p>
<p>Draft Transition-Out Plan</p>	<p>The Contractor shall develop a Transition-Out Plan that shall facilitate the accomplishment of a seamless transition from incumbent to incoming contractor/government personnel at the expiration of task order.</p>	<p>No Later Than (NLT) 120 days prior to expiration of task order.</p> <p>Within 7 Business Days after final draft is submitted the Government will review, edit and approve for finalization and implementation.</p>

The contractor shall submit deliverables to the COR identified in Section 6.1. These deliverables shall be clear, concise, and complete, and shall conform with the standards that are identified below. Certain types of deliverables shall be submitted in draft form initially, allowing the COR to review and provide additional information and/or clarification comments for possible inclusion in the final document.

All relevant deliverable materials shall be submitted electronically to the COR using the Microsoft Office tool suite. Deliverables shall be submitted both in hard copy and electronically to the COR. Below is a listing of the deliverables and their intended due date.

5.7.1 PERFORMANCE STANDARDS

Each deliverable will contain the following performance standards and expectations. These standards and expectations may be tailored to the specific nature of the work product, deliverable and/or project.

FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN THE SERVICE PROVIDER CORRECTING DEFICIENCIES AT NO ADDITIONAL COST TO THE DEPARTMENT AND MAY RESULT IN ADDITIONAL PENALTIES IF DELINEATED IN INDIVIDUAL CALL ORDERS

Performance Standards	Quality Expectations
Completeness	All submissions will be 100% complete and compliant with all applicable regulations,
Accuracy	All information submitted will be 100% accurate.
Effectiveness	All deliverables must contribute to the overall success of the contract.
Timeliness	All deliverables will be on time and within schedule.
Cost	All tasks will be performed within the funding limit provided in each fully-funded award.

5.7.2 BASELINE SECURITY REQUIREMENTS

Applicability. The requirements herein apply whether the entire contract (hereafter “contract”), or portion thereof, includes either or both of the following:

- a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.