

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 06/03/2021		2. CONTRACT NO. (If any) 75D30121P10793		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. 00HCPNED-2021-55011		a. NAME OF CONSIGNEE Centers For Disease Control and Prevention	
5. ISSUING OFFICE (Address correspondence to) Centers for Disease Control and Prevention (CDC) Office of Acquisition Services (OAS) 2900 Woodcock Blvd, MS TCU-4 Atlanta, GA 30341-4004				b. STREET ADDRESS 2500 Century Center 2500 Century Parkway	
7. TO:		c. CITY Atlanta	d. STATE GA	e. ZIP CODE 30345-3114	
a. NAME OF CONTRACTOR CUEBIQ INC.		f. SHIP VIA			
b. COMPANY NAME		8. TYPE OF ORDER			
c. STREET ADDRESS 15 WEST 27TH STREET 9TH FL		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY NEW YORK	e. STATE NY	f. ZIP CODE 10001-8023			
9. ACCOUNTING AND APPROPRIATION DATA 9390EX5 2512 2021 75-2024-0943 C323111101			10. REQUISITIONING OFFICE HCPNED		
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		
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 06/02/2022	16. DISCOUNT TERMS Net 30 Days	
13. PLACE OF		a. INSPECTION	b. ACCEPTANCE		

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)
	To ensure payment invoice must reference Task Order# 75D30121P10793 and DUNS Number and Tax ID, Invoice/ Payment information: 404-718-8100. Send invoices to FAX: 404-638-5324 or Email: cpbapinv@cdc.gov Vendor: Karen Cundari Email: kcundari@cuebig.com CDC: Mark Hansey Tele: (404) 498-0399 Email: cvf7@cdc.gov Contract Specialist: Michael Crow Tele: (770) 488-3208 Email: wyv2@cdc.gov					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$208,000.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME Centers for Disease Control and Prevention (FMO)				\$208,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) PO Box 15580 404-718-8100					
c. CITY Atlanta	d. STATE GA	e. ZIP CODE 303330080				

22. UNITED STATES OF AMERICA (Signature)

Michael J. Crow -S


Digitally signed by Michael J. Crow -S
Date: 2021.06.03 17:10:12 -04'00'

23. NAME (Typed)
Michael Crow

TITLE: CONTRACTING/ORDERING OFFICER

Contractor Confirmation and Acceptance:

Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified herein. The rights and obligations of the parties to this Purchase Order shall be subject to and governed by the following documents: (a) this purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.

NAME AND TITLE OF SIGNATORY for CUEBIQ INC.	
Antonio Tomarchio CEO	
BY  DCA97E704705423... <i>(Signature of person authorized to sign)</i>	2021-06-04 DATE SIGNED

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	<p>Mobility Insights Data:</p> <p>This line item includes an initial data set at Purchase Order Award, representing 85% of the overall anticipated data to be provided to CDC over the life of the purchase order, as well as weekly and/or monthly revisions and updates for the period of 12 months.</p> <p>This line item may be treated as a supply and invoiced upon Purchase Order award.</p> <p>This is a Severable Fixed Price Line Item.</p> <p>Period of Performance: 06/03/2021 – 06/02/2022</p>	1 Lot	(b)(4)	
	<p>Line(s) Of Accounting:</p> <p>(b)(4)</p>			
0002	<p>Workbench Platform:</p> <p>Inclusive of Onboarding and 10 Hours of Dedicated Support</p> <p>This line item includes an initial access at Purchase Order Award, representing 85% of the overall anticipated value to be provided to CDC over the life of the purchase order, as well as access and support for the period of 12 months.</p> <p>This line item may be treated as a supply and invoiced upon Purchase Order award.</p> <p>This is a Severable Fixed Price Line Item.</p> <p>Period of Performance: 06/03/2021 – 06/02/2022</p>	1 Lot		
	<p>Line(s) Of Accounting:</p> <p>(b)(4)</p>			
0003	<p>Professional Services:</p> <p>This is a Severable Fixed Price Line Item.</p> <p>This line item may be invoiced either monthly or quarterly in arrears.</p> <p>Period of Performance: 06/03/2021 – 06/02/2022</p>	10 Days		
	<p>Line(s) Of Accounting:</p> <p>(b)(4)</p>			

Section C – Statement of Work

Title: Detailed Mobility Data about Points of Interest to Support CDC's COVID-19 Emergency Response

C.1 Background:

The Centers for Disease Control and Prevention (CDC) is currently tracking population mobility trends in [CDC's COVID Data Tracker](#) using data provided in-kind through data use agreements which will expire on March 31st, 2021. CDC has interest in continued access to mobility data for internal CDC users to support the COVID-19 emergency response and other agency public health priorities. CDC will share summary reports, tables, and figures of analyzed mobility data with other federal, state, local, territorial, and tribal governmental partners, non-governmental organizations, and the general public as needed to disseminate key information to stakeholders and the scientific community.

This Contract will provide CDC with the necessary data to continue critical emergency response functions related to evaluating the impact of visits to key points of interest, stay at home orders, closures, re-openings and other public health communications related to social distancing, mask mandates, and other emerging research areas (social inequalities) on community transmission of SARS-CoV-2. Mobility data are derived from the location of cell phones at various points in time and aggregated over time or geography or both to create various metrics that have been or will be used by CDC. Specifically, CDC intends to use Contractor's Mobility Insights Data and services acquired through this Contract to 1) assess spatiotemporal trends of population mobility in the United States during the COVID-19 pandemic to evaluate the impacts of social distancing behaviors on COVID-19; 2) assess adherence during period of shelter-in-place by exploring the percentage of mobile devices at home during a specific period of time; 3) integrate with other data to provide a comprehensive picture of movement/travel of persons during the COVID-19 pandemic to better understand mandatory stay-at-home orders, business closures, school re-openings, and other non-pharmaceutical interventions in states and cities; and 4) monitor travel to vaccine distribution points of interest such as pharmacies.

CDC also plans to use Mobility Insights Data and services acquired through this Contract to support non-COVID-19 programmatic areas and public health priorities across the agency, including but not limited to travel to parks and greenspaces, physical activity and mode of travel, and population migration before, during, and after natural disasters. The Mobility Insights Data obtained under this Contract will be available for CDC agency-wide use and will support numerous CDC priorities. See appendix A for a summary of potential use cases.

CDC seeks to acquire and use aggregated *Mobility Insights* data on including indices on *Mobility*, *Shelter-in-Place*, *Close Contact*, *Out of State Travel*, *Home Switcher*, and *Social Inequality*, as well as data on *Origin Destination Mobility Flows* and *Visit Intelligence*. These mobility metrics are unique to this Contractor. This data will allow CDC to measure distance traveled at the county level, the percentage of mobility devices at home given a period of time, the estimated number of close contacts, the origin and destination counties of trips, estimated number of people traveling to a given location, relocations, and a review of differences in mobility by income. These unique measures provide additional insights into persons' movement during emergency and non-emergency public health responses. Aggregate Mobility Insights data will be made available to internal CDC staff on CDC-hosted data platforms. CDC will work with the Contractor through *Professional Services* to customize data queries and analyses for non-routine ad hoc data requests to support emerging research questions. CDC will also have access to the Contractor's exclusive *Workbench* Platform to conduct customized queries and data analytics at a more granular level.

C.2 Purpose:

The purpose of this Contract is for CDC to obtain routine (i.e., daily or weekly) access to timely (i.e., latency no greater than 3 days from collection), geographically representative (i.e., derived from at least 20 million active cellphone users per day across the United States) data on population mobility. This data will support the COVID-19 pandemic emergency response and other CDC public health priorities. Specifically, CDC seeks to obtain (1) routine access to at least 8 unique aggregated indices within the Contractor's *Mobility Insights* suite, (2) access to the

Contractor's unique *Workbench* platform to enable CDC to explore GPS data and develop custom metrics and analyses to support ad hoc projects, and (3) Professional Services from qualified data experts familiar with the Contractor's *Mobility Insights* data assets and *Workbench* platform to support ad hoc projects and help with customized data extraction and analysis.

CDC intends to analyze and visualize the Mobility Insights Data and to share resulting Derivative Works with other federal, state, local, territorial, and tribal governmental partners, non-governmental organizations, and the public as needed to disseminate key information to stakeholders and the scientific community.

C.3 Description of Tasks:

The Contractor shall provide the necessary capabilities and resources to support Tasks 1, 2, and 3 detailed below:

Task 1: Mobility Insights Data

The Contractor shall provide Mobility Insights data to CDC daily for a period of one (1) year, with one exception: the home switcher data shall be provided weekly. The Mobility Insights data shall have a latency of no greater than three (3) days from collection. The Contractor shall make the data accessible to CDC via Amazon Web Services and the Workbench Platform, as a service tool. The Mobility Insights Data shall be immediately available via script for export to CDC-hosted platform(s) in accordance with Section 6(c) Potential CDC Use Cases for Data. The Contractor shall provide the following data to CDC:

- **General**
 - U.S. geography at Census Block Group
 - Historical data from Jan 1, 2019 through current
 - NAICS codes

- **Mobility Insights Data**
 - Mobility Index to measure daily average distance traveled to better understand changes in behavior and footfall patterns
 - Shelter-in-Place Index to measure percentage of mobile devices at home given a period of time
 - Contact Index to measure social distancing
 - Origin Destination Mobility Flows to help understand how populations are moving across county boundaries over time
 - Out of State Traveler Index to estimate the number of people traveling to a given location from out of state, where travelers are coming from, and what percentage are self-quarantining versus failing to shelter in place
 - Visit Intelligence to support mobility, shelter in place, contact, out of state travel, social inequalities, how switcher and visit intelligence on brands association for points of interest
 - Social Inequality index showing the percentage of devices staying at home based on the respective high income versus low income Census Block Group (CBG)
 - Home Switcher Index to track the rate of relocation, and most popular destinations, for recently home switchers across the US at the national, state, and county level. These data will support analysis to compare how relocations over time compare to last year, showing how the pandemic and resulting economic shifts have impacted residency across the nation.

Task 2: Workbench Platform

The Contractor shall provide CDC with on-going access to the Workbench Platform for a period of one (1) year as a service to support custom metrics and ad hoc requests for analysis. Workbench Platform access, services, and support shall include the following:

- Data discovery to identify any new insights
- Custom geoset and points of interest
- Customized geographic resolution (i.e. census tract, block group)
- Hosted JupyterLab instance plus one node cluster

- Up to 10TB of storage
- Access for up to five (5) CDC users at a time
- Onboarding plus a total of ten (10) hours of dedicated support over one (1) year.

Task 3: Professional Services

The Contractor shall provide CDC with ten (10) days (or 80 hours) of professional services over one (1) year to support ad hoc projects and help with customized data extraction and analysis. Professional services shall be provided by a team of one (1) Contractor professional who is qualified to meet CDC’s specific need(s).

Table 1. Deliverables / Schedule

No.	SOW Task	Description	Availability	Frequency
1	1	Mobility Index Data	No later than one week after contract award	Daily
2	1	Shelter-in-Place Index Data	No later than one week after contract award	Daily
3	1	Contact index Data	No later than one week after contract award	Daily
4	1	Origin Destination Mobility Flows	No later than one week after contract award	Daily
5	1	Out of State Traveler Index Data	No later than one week after contract award	Daily
6	1	Visit Intelligence Data	No later than one week after contract award	Daily
7	1	Social Inequality Index Data	No later than one week after contract award	Daily
8	1	Home Switcher Index Data	No later than one week after contract award	Weekly
9	2	Workbench Platform Access	Access no later than one week after contract award	Ongoing
10	3	Professional Services	Available no later than one week after contract award	Upon Request

C.6 Potential CDC Use Cases for Data:

CDC shall be permitted to use the Mobility Insights Data and Platform for the following purposes, so long as CDC complies with the terms and conditions outlined in this Purchase Order.

1. Implementation and cancellation of community mitigation measures and its impact on case and fatality rates.
2. Impact of state limitations on close person-to-person contacts outside the household: comparing gathering density in 2019 and 2020.
3. The effect of large-scale anti-contagion policies on the COVID-19 pandemic
4. Analysis of bar and restaurant closure dataset compared to COVID-19 incidence and death rates.
5. Examination of volume of mobile phones grouped in proximity each month and compare 2019 to 2020 data to see the impact of these orders. Project how much worse things would have been without the bans.
6. Developing a clearer picture of IHE openings on mobility and COVID-19 case incidence, e.g. comparing areas with and without college campuses before and after re-openings.
7. Follow shifts in school decisions over time and its potential on student mobility and potential illness.
8. Track patterns of those visiting K-12 schools by the school and compare to 2019; compare with epi metrics if possible.
9. Hot spot detection - counties with more mobile residents more likely to be detected as hotspot counties
10. Prediction of hot spot counties due to influx of persons from nearby hot spots
11. Monitoring adherence to state-level policies to quarantine after arrival from another state
12. Examination of the effectiveness of public policy on Navajo nation.
13. Examination of COVID-19 vaccination rates, mobility, and incidence/seroprevalence/% positivity, etc. at the county or sub-county level (this could also be applied to flu and mask use).
14. Examination of the correlation of mobility patterns data and rise in COVID-19 cases:
 - a. Schools (K-12) opening/closing/re-opening
 - b. Shelter in Place Orders
 - c. Social distancing measures (local/regional)
 - d. Mass gatherings (Concerts, Games, Places of worship etc.)
 - e. Public transit stations
 - f. Major destinations (retail, grocery stores, parks etc.) correlated with COVID infection waves (2nd, 3rd, etc.)
 - g. National Shelter Data for disasters
 - h. Movement restrictions (Border closures, inter-regional and high curfews) and patterns
 - i. Movement restrictions (Border closures, inter-regional and high curfews) to show compliance
15. Examination of mobility data for tracking school closures such as school bus routes and cell phone data around institutes of higher education around events like spring break.
 - a. County, weekly number of visits to K to 12 schools as a dataset that could feed into other reports
 - b. Compare with previous year as baseline
 - c. Could help supplement the situation awareness data for K-12 and IHE
16. Assess movement in and out of counties during periods of natural disasters to assist with planning and distribution of COVID resources to evacuation areas
17. Research points of interest such as visits to pharmacies in a vaccine distribution plan or grocery stores
18. Exposure to place-based environmental exposures, like places with high air pollution and area-level incidence of pollution-related outcomes like asthma
19. Research points of interest for physical activity and chronic disease prevention such as visits to parks, gyms, or weight management businesses
20. Creation of user-defined queries and metrics of population mobility such as inferring mode of transport (e.g. walking, biking)
21. Exposure to certain building types, urban areas, and violence.

C.5 IT Security and Privacy Considerations (Tailored language in bold):

A. Baseline Security Requirements

1) Applicability. The requirements herein apply whether the entire contract or order (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) employee 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.

2) 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.

3) Information Security 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

4) 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) 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 32 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.

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.

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 and [CDC] policies. Unauthorized disclosure of information will be subject to the HHS/[CDC] 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).

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).

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.

10) Contract Documentation. The Contractor shall use provided templates, policies, forms and other agency documents to comply with contract deliverables as appropriate.

11) 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 CDC-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 CDC Office of Chief Information Security Officer (OCISO).

12) Contractor Non-Disclosure Agreement (NDA). Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the CDC non-disclosure agreement, as applicable. 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.

13) Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA) – The Contractor shall **reasonably** assist the CDC Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.

- a. The Contractor shall reasonably assist the CDC SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the CDC SOP that a review is required based on a major change to the system (e.g., new uses of information collected, changes to the way information is shared or disclosed and for what purpose, or when new types of PII are collected that could introduce new or increased privacy risks), whichever comes first.

B. Training

1) To the extent applicable - Mandatory Training for All Contractor Staff. All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/CDC 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 CDC Security Awareness Training (SAT), 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) To the extent applicable - 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 (RBT) within 60 days of assuming their new responsibilities. Thereafter, they shall complete RBT at least annually in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.

All HHS employees and contractors with SSR who have not completed the required training within the mandated timeframes shall have their user accounts disabled until they have met their RBT requirement.

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.

C. Rules of Behavior

1) To the extent applicable, 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 CDC 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.

D. Incident Response

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.

OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (03 January 2017) states:

Definition of an Incident:

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.

Definition of a Breach:

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.

It further adds:

A breach is not limited to an occurrence where a person other than an authorized user potentially accesses PII by means of a network intrusion, a targeted attack that exploits website vulnerabilities, or an attack executed through an email message or attachment. A breach may also include the loss or theft of physical documents that include PII and portable electronic storage media that store PII, the inadvertent disclosure of PII on a public website, or an oral disclosure of PII to a person who is not authorized to receive that information. It may also include an authorized user accessing PII 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”.

Contracts with entities that collect, maintain, use, or operate Federal information or information systems on behalf of CDC shall include the following requirements:

- 1) The contractor shall cooperate with and exchange information with CDC officials, as deemed necessary by the CDC Breach Response Team, to report and manage a suspected or confirmed breach.
- 2) All contractors and subcontractors shall properly encrypt PII in accordance with OMB Circular A-130 and other applicable policies, including CDC-specific policies, and comply with HHS-specific policies for protecting PII. To this end, all contractors and subcontractors shall 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.
- 3) All contractors and subcontractors shall participate in regular training on how to identify and report a breach.
- 4) All contractors and subcontractors shall report a suspected or confirmed breach in any medium as soon as possible and **shall use best efforts to provide such notice** no later than 1 hour of discovery, consistent with applicable CDC IT acquisitions guidance, HHS/CDC and incident management policy, and United States Computer Emergency Readiness Team (US-CERT) notification guidelines. To this end, the Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC) or CDC Computer Incident Response Team (CSIRT) within 24 hours via email at csirt@cdc.gov or telephone at 866-655-2245, whether the response is positive or negative.
- 5) All contractors and subcontractors shall be able to determine what Federal information was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access Federal information, and identify the initial attack vector.
- 6) All contractors and subcontractors shall allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with HHS/CDC Policy and the HHS/CDC Breach Response Plan and to assist with responding to a breach.
- 7) Cloud service providers shall use guidance provided in the FedRAMP Incident Communications Procedures when deciding when to report directly to US-CERT first or notify CDC first.
- 8) Identify roles and responsibilities, in accordance with HHS/CDC Breach Response Policy and the HHS/CDC Breach Response Plan. To this end, the Contractor shall NOT notify affected individuals unless and until so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or

representative, all notifications must be pre-approved by the appropriate CDC officials, consistent with HHS/CDC Breach Response Plan, and the Contractor shall then send CDC- approved notifications to affected individuals; and,

9) Acknowledge that CDC will not interpret report of a breach, by itself, as conclusive evidence that the contractor or its subcontractor failed to provide adequate safeguards for PII.

E. Position Sensitivity Designations

Investigation	Position Requirement
<input type="checkbox"/> NAC	National Agency Check
<input type="checkbox"/> Tier 1	Low-Risk Non-Sensitive, including HSPD-12 Credentialing
<input type="checkbox"/> Tier 2s (with subject interview)	Moderate-Risk Public Trust (MRPT)
<input type="checkbox"/> Tier 3	Non-Critical Sensitive, National Security, including Secret and "L" access eligibility
<input type="checkbox"/> Tier 4	High-Risk Public Trust
<input type="checkbox"/> Tier 5	Critical Sensitive and Special Sensitive, National Security, including Top Secret, SCI, and "Q" access eligibility
<input checked="" type="checkbox"/> Not Applicable	No Requirement

F. 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>)

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 by the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted immediately upon change. 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.

G. 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).

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 and/or CDC policies.

6) The Contractor (and/or any subcontractor) shall perform and document the actions identified in the CDC Out-Processing Checklist (http://intranet.cdc.gov/od/hcrmo/pdfs/hr/Out_Processing_Checklist.pdf) when an employee terminates work under this contract. All documentation shall be made available to the CO and/or COR upon request.

H. 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.

Section D – Contract Administration Data

D.1 CDC0.G008 Contracting Officer’s Representative (COR) (Jul 2017)

Performance of the work hereunder shall be subject to the technical directions of the designated COR for this contract.

As used herein, technical directions are directions to the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. These technical directions must be within the general scope of work, and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated contract price/cost, or any stated limitation thereof.

In the event that the Contractor believes full implementation of any of these directions may exceed the scope of the contract, he or she shall notify the originator of the technical direction and the Contracting Officer, immediately or as soon as possible, in a letter or e-mail separate of any required report(s). No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.

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

The Government will provide the Contractor with a copy of the COR delegation memorandum upon request.

D.2 CDC0.G018 Payment by Electronic Funds Transfer (Feb 2018)

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

(b) In the case that EFT information is not within the System of Award Management, FAR 52.232-34 requires mandatory submission of Contractor’s EFT information directly to the office designated in this contract to receive that information (hereafter: “designated office”); see below. The contractor shall submit the EFT information within the form titled “ACH Vendor/Miscellaneous Payment Enrollment Form” to the address indicated below. Note: The form is either attached to this contract (see Section J, List of Attachments) or may be obtained by contacting the Contracting Officer or the CDC Office of Financial Resources at 678-475-4510.

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

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

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

D.3 CDC42.0002 Evaluation of Contractor Performance Utilizing CPARS (Apr 2015)

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

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

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

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.

D.4 CDCA.G001 Invoice Submission (March 2021)

- (a) The Contractor shall submit the original contract invoice/voucher in one of the following ways: 1) mail, 2) facsimile, 3) email:

Mailing Address:

The Centers for Disease Control and Prevention
Office of Financial Resources (OFR)
P.O. Box 15580
Atlanta, GA
30333

Fax: 404-638-5324

Email: cpbapinv@cdc.gov

NOTE: Submit only one Invoice in PDF format per attachment.

- (b) Subject Line must contain the word "Invoice" Example: Subject: Invoice SAM12345 for Contract 75D30121*****
- (c) The content/details of the email must include the below information provided in the body of the email:
- Contract or PO Number:
 - Invoice Number:
 - Amount:
 - Vendor Name:

Only one invoice can be sent to the mailbox with the above relevant details in the body (multiple invoices need to be sent in multiple emails)

- (d) The contractor shall submit 2 copies of the invoice to the cognizant contracting office previously identified

in this contract. These invoice copies shall be addressed to the attention of the Contracting Officer.

- (e) Do not send Links, Zip Files, or .DAT files containing PDF Invoices
- (f) The Contractor is is not required to submit a copy of each invoice directly to the Contracting Officer's Representative (COR) concurrently with submission to the Contracting Officer.
- (g) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Office of Financial Resources is the designated billing office for the purpose of determining the payment due date under FAR 32.904.
- (h) The Contractor shall include (as a minimum) the following information on each invoice:
 - (1) Contractor's Name & Address
 - (2) Contractor's Tax Identification Number (TIN)
 - (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
 - (4) Invoice Number
 - (5) Invoice Date
 - (6) Contract Line Item Number and Description of Item
 - (7) Quantity
 - (8) Unit Price & Extended Amount for each line item
 - (9) Shipping and Payment Terms
 - (10) Total Amount of Invoice
 - (11) Name, title and telephone number of person to be notified in the event of a defective invoice
 - (12) Payment Address, if different from the information in (c)(1).
 - (13) DUNS + 4 Number
 - (14) Electronic funds transfer (EFT) banking info

For the status of invoices, please contact the OFR Service desk at ofrservicedesk@cdc.gov

NOTE: If your invoice has supporting documents, please combine the invoice and supporting documents as one PDF file. Do not submit the invoice and its supporting documents separately.

D.5 CDCP.G009 Contracting Officer (Jul 1999)

- (a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.
- (b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United

States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

D.6 CDCP.G010 Contract Communications/Correspondence (Jul 1999)

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

Section E – Special Purchase Order Requirements

E.1 CDC0.H052 Health Insurance Portability & Accountability Act of 1996 (Sep2008)

Pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164), covered entities may disclose protected health information to public health authorities "...authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions..." The definition of a public health authority includes "...a person or entity acting under a grant of authority from or contract with such public agency..." The Contractor is acting under contract with the CDC to carry out Technical Support Services, which is authorized by legislation and therefore may be considered a public health authority under the Privacy Rule for purposes of this project. Further, CDC consider this to be investigation, for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of the Privacy Rule (45 CFR 164.512(b)).

E.2 CDC0_H053 Health Information Technology (Jun 2020)

Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. To support this objective the awardee shall adhere to the following interoperability standards and requirements. For purposes of the information described herein, interoperability is defined as the ability of two or more systems or components to exchange information and to use the information that has been exchanged.

Interoperability of Health Information Technology

This section applies to contracts that involve the exchange of public health data between public health entities, CDC, and other federal agencies. This supports the development and use of interoperable information systems for public health functions such as biosurveillance, situational awareness, laboratory science, or environmental health.

- In addition to complying with HHS Standards for Security Configurations, HHS Standards for Encryption Language, and Federal Laws, Regulations and Standards related to IT Security, the awardee is required to meet recognized interoperability standards as follows:
- The awardee shall use nationally adopted [Public Health Information Network \(PHIN\) standards](#) at the time of the system implementation, acquisition, or upgrade, in all relevant information technology systems supported, in whole or in part, through this contract. Where no PHIN standards exist, the awardee shall utilize recognized standards established by the Office of the National Coordinator for Health Information Technology (ONC) as described in their Nationwide [Health Information Network \(NwHIN\) standards](#).
- The awardee shall use PHIN policies, standards, practices, and services in the research and implementation of efficient and effective public health information systems, to facilitate interoperability (the ability of two or more systems or components to exchange information and to use the information that has been exchanged) with public health organizations and networks, including NwHIN.
- Where the awardee supports or participates in health information or data exchange with disparate entities, the awardee must have an architecture that is compatible with the architecture of PHIN, where appropriate. If PHIN standards do not exist, the awardee shall refer to NwHIN standards.

Public Health Data within Clinical Healthcare

This section applies to contracts that involve the exchange of public health data within the clinical setting, such as hospitals and providers. This supports the exchange of public health information, including laboratory exchange data, between public health entities and healthcare systems.

- The awardee shall use health IT investments, such as electronic health records (EHRs), personalized health records, and network components through which they operate and share information, that are certified by a recognized certification board and/or validated and tested with PHIN or NwHIN certification to ensure a minimum level of interoperability or compatibility of health IT products.
- The awardee may use services available from the Agency for Healthcare Research and Quality (AHRQ) at www.healthit.ahrq.gov. This link provides technical assistance, identifies challenges to health IT adoption and use, and identifies solutions and best practices that have the potential to transform clinical practice through the best and most effective use of IT.
- Where feasible, the awardee shall collaborate with other healthcare entities, local quality improvement organizations, and/or local medical societies to promote the adoption of certified EHRs in clinical provider settings.
- Where feasible, the awardee shall collaborate with other healthcare entities and/or local hospital associations to promote the adoption of certified EHRs in hospital settings.
- The awardee shall identify public health entities that have a stake in the award and demonstrate interactions with them to implement and promote the adoption of PHIN and/or NwHIN data exchange standards in support of federal health initiatives (e.g., situational awareness, EHR Meaningful Use).
- The awardee shall report on public health information exchange activities that include partnerships with health information exchanges, other public health partners, or any other stakeholders within program reports, progress reports, or as requested by CDC.

E.3 CDC37.0001 Non-Personal Services (Jun 2020)

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

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

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

- (c) The terms and conditions above do not limit the Government's rights under other terms of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

E.4 Priorities and Allocations Authority (HHS ACQUISITION ALERT 2020-10)

HHS reserves the right to exercise priorities and allocations authority with respect to this contract, to include rating this order in accordance with 45 CFR Part 101, Subpart A—Health Resources Priorities and Allocations System.

E.5 CDCA_H042 Records Management Obligations (Jun 2020)

A. Applicability

The following applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes Centers for Disease Control and Prevention (CDC) records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their CDC contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

4. CDC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of CDC or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the Contracting Officer and the Contracting Officer's Representative. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to CDC control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and CDC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with CDC policy.
8. The Contractor shall not create or maintain any records containing any non-public CDC information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take CDC-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to subcontractors

1. The Contractor shall incorporate the entire substance of the terms and conditions herein, including this paragraph, in all subcontracts under this contract, and must require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth herein will be attributed to the Contractor.

Section D - Contract Clauses

Section D-1 - Clauses Incorporated By Reference

D-1.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov/browse/index/far>

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>

(End of Clause)

FAR SOURCE	DATE	TITLE
52.204-13	Oct 2018	System for Award Management Maintenance
52.204-18	Aug 2020	Commercial and Government Entity Code Maintenance
52.212-4	Oct 2018	Contract Terms and Conditions- Commercial Items
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.232-40	Dec 2013	Providing Accelerated Payments to Small Business Contractors
52.244-6	Nov 2020	Subcontracts for Commercial Items

HHSAR SOURCE	DATE	TITLE
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity

Section D-2 - Clauses Incorporated In Full Text

D-2.1 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Jan 2021)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

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

___ (10) [Reserved].

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-3.

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

___ (ii) Alternate I (Mar 2020) of 52.219-4.

___ (13) [Reserved]

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

___ (ii) Alternate I (Mar 2020) of 52.219-6.

- (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - (ii) Alternate I (Mar 2020) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Nov 2016) of [52.219-9](#).
 - (iii) Alternate II (Nov 2016) of [52.219-9](#).
 - (iv) Alternate III (Jun 2020) of [52.219-9](#).
 - (v) Alternate IV (Jun 2020) of [52.219-9](#)
- (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - (ii) Alternate I (Mar 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
 - (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).
- (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
 - (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (Jul 2014) of [52.222-35](#).
- (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (ii) Alternate I (Jul 2014) of [52.222-36](#).

- X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- __ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- __ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun2014) of 52.223-14.
- __ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- __ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- __ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- __ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- __ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- __ (ii) Alternate I (Jan 2017) of 52.224-3.
- __ (48) 52.225-1, Buy American-Supplies (Jan2021) (41 U.S.C. chapter 83).
- __ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (Jan 2021) of 52.225-3.

__ (iii) Alternate II (Jan 2021) of 52.225-3.

__ (iv) Alternate III (Jan 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

[Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

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

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

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

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii)
- (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)
- (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

D-2.2 FAR 52.227-14 Rights in Data-General (May 2014)

As prescribed in 27.409(b)(1), insert the following clause with any appropriate alternates:

Rights in Data-General (May 2014)

(a) Definitions. As used in this clause-

Computer database or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information

incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

D-2.3 FAR 52.227-14 Rights in Data-General, Alternate II (Dec 2007)

(g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) The Mobility Insights Data and Workbench Platform ("Licensed Data") are submitted by Cuebq, Inc. (the Contractor) with limited rights under Government Purchase Order (PO) No. 75D30121P10793. The Contractor warrants that it has used its best efforts to produce and provide correct, complete, and current Mobility Insights Data that complies with the requirements of PO No. 75D30121P10793 for the purposes outlined therein. These data may be reproduced and used by the Centers for Disease Control and Prevention (CDC) and incorporated into CDC Derivative Works (as defined herein), including publicly available Derivative Works, subject to the following additional terms and conditions:

1. For a period of one (1) year, CDC is granted a non-exclusive, non-transferable, non-sublicenseable limited license to the Licensed Data provided by the Contractor that is submitted along with this Limited Rights Notice which is revoked upon the expiration and/or termination of PO No. 75D30121P10793.
2. CDC may not sublicense, rent, lease, sell, distribute, disclose, share, lend or host the Licensed Data to, with, or for third parties without prior express written approval from the Contractor.
3. CDC will not import CDC data into the Workbench Platform.
4. Except to the extent otherwise expressly permitted herein and as may be required by applicable federal law, CDC will not: (i) reverse engineer the device ID provided by the Contractor; (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Licensed Data; (iii) modify, adapt, translate or make copies of the Licensed Data other than as necessary in connection with the Project; (iv) resell, transfer, distribute, or sublicense the Licensed Data; (v) allow any individual to access the Licensed Data other than as expressly permitted by this Agreement; (vi) use the Licensed Data in violation of applicable federal laws, rules, and regulations or for any purpose not specifically permitted in this Agreement; (vii) reverse engineer the identity of an individual or a specific household; (viii) link the Licensed Data provided in other datasets to a device or specific household; (ix) reverse engineer up-leveled home location to the actual home location of an individual; (x) develop segments or models specific to sensitive point of interests ("POIs"); (xi) merge or attempt to merge the Licensed Data with personal information or to re-identify any individual who is the subject of the Licensed Data without obtaining such individuals opt-in consent; (xiii) infer the medical conditions of anonymized individual users; (xiii) include any portion of the Licensed Data in any raw form in Derivative Works; (xiv) use or attempt to use the Licensed Data to analyze, study, or report on protests or social demonstrations; or (xv) use the Licensed Data for employment eligibility, credit eligibility, health card eligibility or insurance eligibility, underwriting, or pricing. Contractor shall approve export Licensed Data prior to CDC export. CDC will only provide aggregated outputs of the Licensed Data as part of its disease research and response efforts (the "Project").
5. CDC shall be entitled to use the Licensed Data for (a) internal purposes and (b) the creation of Derivative Works. For purposes of this Contract, "Derivative Work(s)" means any data products, including reports, research, notes, models, and methods, that are developed or created by CDC that resulted in any part from CDC's use of the Licensed Data. Such Derivative Works shall not include any portion of the data provided for in the Licensed Data in any raw form and shall be aggregated in such a way that is not capable of being reverse engineered, decompiled, disassembled or otherwise modified to obtain the original, unaltered form of the data.
6. Other than the limited license set forth herein, all right, title, and interest in and to the Licensed Data, including all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, shall be and remain the sole and exclusive property of the Contractor. CDC shall

retain all right, title, and interest in and to work product in and to the Derivative Works. This CDC Derivative Work may be shared with other Federal, state, local and tribal partners to support CDC's Covid-19 emergency response.

7. The Licensed Data may be used solely by and for the CDC for Covid-19 and other similar disease-related research and insights. For avoidance of doubt, no other entity outside of the CDC may be permitted to use the Licensed Data under this Agreement. However, CDC Derivative Work may be shared with other Federal, state, local and tribal partners to support CDC's disease research and response efforts.
8. Upon expiration or termination of this Agreement, the License rights granted pursuant to PO No. 75D30121P10793 shall immediately terminate, and CDC agrees to promptly discontinue all use of the Licensed Data. CDC is not permitted to disclose nor use the Licensed Data after the expiration or termination of this Agreement. CDC may only retain the Licensed Data to the extent required by applicable Federal records management laws and regulations.
9. CDC may publish a paper, report, or other findings based on the Licensed Data ("Publication"); provided, however, that (i) any Publication that references the Contractor's name or trademarks are subject to the Contractor's prior review and written approval; and (ii) CDC shall provide the Contractor with appropriate credit, up to and including listing the Contractor as a co-author of such Publication, as requested by the Contractor as appropriate. The parties acknowledge and agree that research findings, conclusions, policy, and decisions made as of the result of using Licensed Data do not necessarily represent the official position of the Contractor or CDC. All reports, analyses, and products will undergo CDC review to ensure methods and interpretation of results are appropriate and scientifically sound and approved for external release. Any CDC authored or co-authored Publications are subject to CDC clearance policies and authorship requirements. CDC and the Contractor shall have joint authorship on Publications that may arise from analyses if mutually agreed in writing. The Contractor shall not distribute visualizations or data obtained through this agreement (other than its own data) without the expressed written consent of CDC or other agency that has public health jurisdiction over the visualizations or data in question.
10. CDC will use commercially reasonable efforts to protect the Licensed Data and will promptly notify Contractor of any breach, misappropriation or violation of the Licensed Data by CDC or any authorized users, of which CDC becomes aware.
11. CDC and the Contractor shall promptly notify the other party, in writing, regarding any claim or dispute from a third party relating to the Licensed Data pursuant to PO No. 75D30121P10793.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

D-2.4 HHSAR 352.239-74 Electronic and Information Technology Accessibility (Dec 2015)

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

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

(c) The Section 508 accessibility standards applicable to this contract are: 1194.
205 WCAG 2.0 Level A & AA Success Criteria

302 Functional Performance Criteria
502 Inoperability with Assistive Technology
503 Applications
504 Authoring Tools
602 Support Documentation
603 Support Services

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

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

(End of clause)