

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)
OFFICE OF FINANCIAL RESOURCES (OFR)
OFFICE OF ACQUISITION SERVICES (OAS)
626 COCHRANS MILL ROAD
PITTSBURGH, PA 15236

REQUEST FOR TASK ORDER PROPOSAL (RFTOP)

Date Issued: May 28, 2020

Date Response Due: June 25, 2020, 3:00 PM EST

Request for Task Order Proposal No.: 2020-Q-44680

Title: Improve Timeliness of Death Data Reporting for Enhanced Mortality Surveillance of COVID-19 Deaths

Contract Reference: This RFTOP is being provided through the auspices of the 2017-2021 VSCP contract. It is consistent with the purposes for which the VSCP contract was awarded.

Technical Proposal Page Limit: No more than 15 pages in length. Resumes and CV are not counted against the 15 pages.

Budget Format Suggestion: Contractor¹ will submit one itemized budget covering all tasks and all deliverables listed in the RFTOP as well as personnel and travel expenses. The price proposal must provide an overall total for the Period of Performance.

Funding: More than one task order may be awarded as a result of this RFTOP. It is anticipated that Firm Fixed price, non-severable Task Orders will be awarded as a result of this RFTOP. The maximum funding anticipated is \$200,000 per award.

Estimated Period of Performance: One (1) year from date of award

Funding Range:

- Up to \$200,000

¹ The term “Contractor” used throughout this Task Order shall be the Vital Statistics Agency.

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

ITEM	SUPPLIES/SERVICES	QTY/UNIT	UNIT PRICE	EXTENDED PRICE
0001	<p>VSCP SPECIAL PROJECT</p> <p>Title: Improve Timeliness of Death Data Reporting for Enhanced Mortality Surveillance of COVID-19 Deaths</p> <p>Anticipated Period of Performance: One (1) year from date of award</p> <p>This is a Non-severable CLIN This is a FFP CLIN</p>	1 Job		

In accordance with FAR Clause 52.232.32 Performance-Based Payments in Section I, the following payment Milestones have been approved for this Task Order (**TBD**) under contract 200-2017-**TBD** with the Department of Health, **TBD**

Deliverables	Percent of Budget eligible to be billed
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1. Approved Project Plan.....	65%	\$
2. Quarterly quality report #1.....	5%	/\$
3. Quarterly quality report #2	5%	/\$
4. Quarterly quality report #3.....	5%	/\$
5. Final Project Report.....	20%	/\$

Note: *Prospective Vendor is to post the dollar amount for the percentages in their response to the RFTOP.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) NATIONAL CENTER FOR HEALTH STATISTICS (NCHS) DIVISION OF VITAL STATISTICS (DVS)

C.1.1 Background

The NCHS is responsible for monitoring the health of the Nation. The National Vital Statistics System (NVSS) is one of the data systems used for this monitoring activity. NVSS is a legislatively mandated data program, producing data on births, deaths, and fetal deaths. Over 6.5 million state records are collected annually for processing, coding, analysis, and publication in aggregate form; of these events, about 2.5 million are death records. The U.S. Mortality Data System, a component of the National Vital Statistics System (NVSS), is a critical data source for understanding the health of the nation, conducting public health surveillance of diseases and epidemics, and understanding the effectiveness of the healthcare and health financing systems. The ability to share relevant mortality data and timely information with other stakeholders is critical for effective public health surveillance, especially for issues of public health importance, such as deaths due to epidemic diseases and non-natural deaths. Yet, because of the growing and insatiable demand for more and faster data, as evident with the COVID-19 crisis, the capacity of U.S. jurisdictions to do so has been significantly strained. Without thoughtful interventions, the continuance of the current sharing practices may lead to a breakdown of both the jurisdictions' and national mortality data systems.

C.1.2 Purpose

Timely reporting of death information continues to be a challenge for some jurisdictions. Given the urgent need for timely reporting of deaths for COVID-19 mortality surveillance, this RFTOP seeks proposals for projects that will improve the timeliness of mortality reporting to NCHS. Specific strategies for how to improve timeliness will be determined by the jurisdiction, but could include: automation of data submission to NCHS, increase frequency of data submission to NCHS (e.g. from twice a week to daily), outreach to certifiers to improve timeliness of reporting to the jurisdiction, increase certifier use of existing electronic death reporting system (EDRS), or other activities to improve reporting timeliness to NCHS. For the purpose of this RFTOP jurisdictions are encouraged to propose activities that will have the most immediate impact on improved timeliness.

Only jurisdictions that are not yet transmitting at least 80% of all mortality records to NCHS within 10 days of the date of death AND who are not currently funded on a VSCP Special Project Task Order that has timeliness as one of its goals will be eligible to apply to this RFTOP.

C.1.3 Scope of work

Make significant progress towards the goal of transmitting at least 80% of death records reported to NCHS with 10 days.

C.2 Tasks to be performed by category

The Contractor shall complete the following tasks:

Task #1: Development of Initial Project Plan

The Contractor shall develop a Project Plan describing the barriers to timely collection and transmission of mortality records to NCHS and the specific strategies proposed to overcome those barriers. The Plan shall describe how these strategies will be executed, monitored, and controlled. The major milestones on timeliness of submission of records to NCHS will be the primary basis on which progress is to be measured. The Plan should include:

- Barriers that exist to timely submission of mortality records
- Strategies to be undertaken to mitigate the barriers
- Specific actions steps to be taken:
 - The first step in the project should be to undertake and complete an analysis of lags in the transmission of death records from medical certifiers to jurisdictional EDRS and then to NCHS.
 - Additional steps should be included, with the understanding that the analysis of time lags may inform the project plan.
- Assumptions, potential risks and how risks will be addressed
- How the project will be managed
- A timeline of major milestones

The plan should be detailed and may be composed of one or more subsidiary management plans and other planning documents.

NCHS shall review the proposed draft Project Plan within two (2) weeks to provide feedback and request any necessary modifications.

Sixty-five percent (65%) of the total contract award will be available when the initial plan is approved.

Task 2: Quarterly performance reporting

Three quarterly reports (i.e. end of 1st, 2nd, and 3rd project quarter) on the progress towards the RFTOP goals will be required. These reports will consist of the following requirements:

- The proportion of mortality records registered within 10 days (quarterly and year to date cumulative)

NCHS will report to the Contractor:

- The proportion of mortality records received by NCHS within 10 days of the date of event (quarterly and year to date cumulative)

The Contractor shall also meet with the NCHS Project Officer at least quarterly to discuss the status of the jurisdiction's project and any contract issues.

Fifteen percent (5% per quarterly report) of the total contract award will be available upon receipt and approval of quarterly reports.

Task #3: Final Report

The Contractor shall provide a final report for this project within one (1) month after the close of the project. This report shall outline what was accomplished in the project and the lessons learned, as well as the Contractor's perspective about future improvements in mortality data collection and reporting. The final report shall also include the proposed strategy the jurisdiction will follow to achieve the goal of reporting 80% of records within 10 days of event after the end of the award.

In addition, the Contractor shall provide a final report showing the progress in timeliness of transmission of all mortality records to NCHS, using the format of the Task #2 quarterly report.

Twenty percent (20%) of the total contract award will be held until this final report is provided.

HHSAR Provision, 352.239-73: Electronic and Information Technology Accessibility Notice

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have

access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this RFTOP must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.accessboard.gov/sec508/standards.htm>.

(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

504 Authoring Tools

602 Support Documentation

603 Support Services

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and documentation detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this RFTOP must identify any exception to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(e) Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <http://508.hhs.gov/>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>. Materials that are final items for delivery should be accompanied by

the appropriate checklist, except upon approval of the Contracting Officer or Representative

CDC37.0001 Non-Personal Services (April 2013)

- (a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees. If the Contractor (including its employees) believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- (b) The contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled "Identification of Contractors' Employees and Safeguarding Government Information." No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. . The contractor is limited to performing the services identified in the contract statement of work and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.
- (c) The Contractor shall ensure that all of its employees and subcontractor employees working on this contract are informed of the substance of this clause. The Contractor agrees that this is a non-personal services contract; and that for all the purposes of the contract, the Contractor is not, nor shall it hold itself out to be an agent or partner of, or joint venture with, the Government. The Contractor shall notify its employees that they shall neither supervise nor accept supervision from Government employees. The substance of this clause shall be included in all subcontracts at any tier.
- (d) Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

(End of Clause)

SECTION D – PACKAGING AND MARKING

There are no clauses in this section.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contractor Officer or his duly authorized representative [who for the purposes of this contract shall be the Contracting Officer Representative (COR) at the destination of the articles, services or documentation].

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance shall be for a period of 12 months to begin on or around the date of award.

F.2 Deliverable(s) Schedule

The Contractor shall provide the following deliverables within the time frames specified to the Contracting Officer's Representative (COR).

The Contractor shall submit an initial project plan, quarterly progress reports and a final written report to the NCHS Contracting Officer Representative (COR). The quarterly progress reports shall be a WORD document of a table showing the proportion of mortality records registered within 10 days (quarterly and year to date cumulative). The Contractor shall submit final report for the project prior to the end of the period of performance.

The Contractor shall provide the following deliverables to the COR by the dates required:

1. *Deliverable #1* will be:

- Project Plan
- Milestones
- Resume of the Lead staff person.

2. *Deliverable #2* will be:

- Quarterly reports

3. *Deliverable #3* will be:

- Final report including section on lessons learned

The following table summarizes the deliverables requirements described above:

Item Description	Quantity	Delivery Date	Deliver To
Deliverable #1 1. Project Plan 2. Milestones 3. Staff resume	1 copy	Due within two (2) weeks after award	By email to COR
Deliverable#2 1. Quarterly report	1 copy	1. Due quarterly by the 10 th day after the quarter	By email to the COR and to the Contracting Officer
Deliverable #3 1. Final Report	1 copy	By the final day of period of performance	By email to the COR and to the Contracting Officer

SECTION G – CONTRACT ADMINISTRATION

G.1 Contracting Officer for this Task Order:

Contracting Officer (CO) responsible for this contract:

Centers for Disease Control and Prevention

Eric D. Sullivan

Office of Acquisition Services (OAS)

626 Cochrans Mill Road, Bldg. 140

Pittsburgh, PA 15236

Telephone Number: 412-386-5290

E-mail: LRV4@cdc.gov

G.2 Contracting Officer

- (a) The Contracting Officer is the only individual who can legally commit the Government to the expenditures of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, and 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.

(End of Clause)

G.3 Contracting Officer's Representative (COR)

- (a) A Contracting Officer's Representative (COR) as a minimum, and a Technical Monitor (TM) will be assigned this delivery order. The Contracting Officer will provide under separate order the duties and responsibilities of the COR and the TM. This document will be provided to the COR, TM, and the Contractor. The COR and/or the TM are not authorized to alter the requirements of this delivery order without written approval of the Contracting Order. COR/TM is not authorized to obligate any funds.
- (b) Performance of the work, hereunder shall be subject to the technical directions of the designated COR and TM. They will report regularly to the Division Director about state performance.
- (c) For the purposes of this agreement, TM duties for the individual delivery/task orders are the same as the COR's duties. Hereinafter in this clause, the duties and responsibilities described for the COR may also apply to the TM under the individual delivery/task order for which the TM is responsible.
- (d) As used herein, technical directions for the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. The 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 feels that 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 in a letter separate of any required reports within 2 weeks of the date of receipt of the technical direction and no action shall be taken pursuant to the direction. If the Contractor fails to provide the required notification within the said two (2) week period that any technical direction exceeds the scope of the contract, then it shall be deemed for purpose of this contract that the technical direction was within scope. No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.
- (e) The Government COR or TM is not authorized to change any of the terms and conditions of this contract. Changes shall be made only by the Contracting Officer by properly written notification(s) to the contract.
- (f) The Government will provide the Contractor with a copy of the delegation memorandum for the COR and the TM. Any changes in the COR delegation will be made by the Contracting Officer in writing with a copy being furnished to the Contractor.

(End of Clause)

G.4 Contract Communications/Correspondence

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.

G.5 Payment of Electronic Funds Transfer (Dec 2005)

- (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 Fund Transfer—Central Contractor Registration, in Section 1, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.
- (b) In addition to Central Contractor Registration, the contractor shall make the designation by submitting the form titled “ACH Vendor/Miscellaneous Payment Enrollment Form” to the address indicated below. Note: The form is either attached to this contract (See Section J, List of Attachments) or may be obtained by contacting the Contracting Officer or the CDC Financial Management Office at (404) 498-4050.
- (c) In cases where the contractor has previously provided such designation, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required 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
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333
Or – Fax copy to: 404-638-5342

(End of Clause)

G.6 Invoice Submission-CDCAG001 - Invoice Submission (Mar 2006)

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

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

(b) Please submit a copy of each invoice directly to the COR and Contracting Officer or Contract Administrator concurrently with submission to TM and the Financial Management Office (FMO). The Contractor may submit the original invoice/voucher via facsimile or email to the three entities listed below:

- Contract Administrator: Eric D. Sullivan, (412) 386-5290, LRV4@cdc.gov
- COR: NCHS/DVS contract specialist assigned to award state
- TM: NCHS/DVS special assistant assigned to the award state
- Financial Management Office (FMO), Email: FMOAOINV@cdc.gov, Fax: 404-638-5234

(c) The Contractor is required to submit a copy of each invoice directly to the COR concurrently with submission to the TM and the Contracting Officer.

(d) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Financial Management Office is the designated billing office for the purpose of determining payment due date under FAR 32.904.

(e) The Contractor shall include (as a minimum) the following information on each invoice:

- a. Contractor's Name and address
- b. Contractor's Tax Identification Number (TIN)
- c. Purchase Order/Contract Number and Task Order Number, if appropriate
- d. Invoice number
- e. Invoice date
- f. Contract Line Item number and Description of Item
- g. Quantity
- h. Unit Price & Extended Amount for each line item
- i. Shipping and Payment Terms
- j. Total amount of invoice
- k. Name, title and telephone number of person to be notified in the event of a defective invoice
- l. Payment address
- m. DUNS + 4 Number

(End of Clause)

G.7 Prohibition on the Use of Appropriated Funds for Lobbying Activities

The contractor is hereby notified of the restrictions on the use of Department of Health and Human Service's funding for lobbying of Federal, State and local legislative bodies.

Section 1352 of Title 10, United States Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds (other than profits from a federal contract) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any federal contract, grant, loan, or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12.

In addition, the current Department of Health and Human Services Appropriation Act provides that no part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support, or defeat legislation pending before the Congress, or any other State or Local legislature except in presentation to the Congress, or any other State or local legislative body itself.

The current Department of health and Human Services Appropriation Act also provides that no part of any appropriation contained in this Act shall be used to pay the salary or expense of any contract or grant recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriation pending before Congress, or any State or local legislature.

(End of Clause)

G.8 Contract Communications/Correspondence

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.

(End of Clause)

G.9 Government Furnished Property

The Contractor shall provide all office work space, equipment and software necessary to undertake and complete this project.

(End of Clause)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Quality of Support

The Contractor shall ensure that all contractor support personnel are adequately trained, possess the requisite experience, and are otherwise fully qualified to provide the high level of support required by the agency prior to being assigned to this task order.

H.2 Government Rights in Data

Any death data collected, registered, processed and analyzed through this Task Order shall be the sole property of the State. All software and supporting materials acquired under this contract become the property of the State per the State statutes, rules, and policies.

H.3 Security and Confidentiality

The death data collected, registered, processed and analyzed through this Task Order is property of the State and is subject to laws governed by the state. When the death data are in the state's possession, the data are covered under the state's laws governing security and confidentiality where applicable. After a state transmits the death data to NCHS, the data will reside within the NCHS National Vital Statistics System (NVSS), which is subject to the Federal Information Security Management Act of 2002 (FISMA) as updated by the Federal Information Security Modernization Act of 2014. In addition to FISMA, NCHS will also protect the data in accordance with Section 308(d) of the Public Health Service Act (42 U.S.C 242m) while the state data is under NCHS' control.

H.4 Section 508 of the Rehabilitation Act (29 ISC 794d)

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires Federal agencies to purchase electronic and information technologies (EIT) that meet specific accessibility standards. All final deliverables must comply with applicable Section 508 accessibility standards, and CDC reserves the right to reject deliverables that fail to meet the standards. Remediation of any materials that do not comply with the applicable provisions of 36 CFR Part 1194 as set forth in the SOW or PWS, shall be the responsibility of the contractor or consultant retained to produce the Web- suitable content or communications material. Regardless of format, all electronic documents - including text, audio or video - must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities.

The following Section 508 provisions apply to the content or communications material identified in this SOW or PWS:36 CFR 1194.22, .31, and .41.

Documents must be in unlocked form. Acceptance checklists for various file formats are available at <http://www.hhs.gov/web/508/index.html>.

H.5 HHSAR 352.239-73 Electronic Information and Technology Accessibility Notice (December 18, 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this RFTOP must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(c) The Section 508 accessibility standards applicable to this RFTOP are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility. In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS website <http://www.hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this RFTOP must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or

order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of provision)

**H.6 HHSAR 352.239-74 Electronic and Information Technology Accessibility.
(December 18, 2015)**

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the “Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-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: 36 CFR 1194.22, .31, and .41.

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

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

(End of clause)

SECTION I – CONTRACT CLAUSES

All terms and conditions in the 2017 VSCP Contracts issued to all 57 states and territories remain unchanged and in full force and effect. (Clauses below are additional clauses for pertaining to awards made as a result of this RFTOP.)

1. FAR 52.232-32: Performance-Based Payments (Aug 2010)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the

interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's -
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not -

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost, stolen, damaged, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

- (1) The Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and
- (2) Title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall -

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause -

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that -

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____ tbd _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____ tbd _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____ tdb _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

2. CDC42.0001 Contractor Performance Assessment Reporting System (CPARS) Requirements (April 2013)

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.

Provide the current CPARS representative information below.

PRINT OR TYPE NAME

EMAIL ADDRESS AND PHONE NUMBER

[End of Provision]

3. CDC42.0002 Evaluation of Contractor Performance Utilizing CPARS (April 2013)

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.

[End of Clause]

SECTION J – ATTACHMENT(S)

Attachment 1 Nonconforming Deliverables Decision Matrix

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

This information will be verified in the System for Awards Management (www.sam.gov) once States selected for award are determined.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

The Government contemplates award of a Firm Fixed Price Task Order(s) as a result of this RFTOP. Multiple awards are anticipated as a result of this RFTOP.

L.2 Service of Protest (Sep 2006)

- a). Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from the Contracting Officer.
- b). The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 Minimum Qualifications to Respond to this RFTOP

IMPORTANT REQUIREMENT: *Only jurisdictions that are not yet transmitting at least 80% of all mortality records to NCHS within 10 days of the date of death AND who are not currently funded on a VSCP Special Project Task Order that has timeliness as one of its goals will be eligible to apply to this RFTOP.*

To respond this RFTOP, the jurisdiction MUST already have achieved the following at the time proposal is prepared for submission to the CDC:

1. A signed Vital Statistics Cooperative Program contract;
2. A working EDR System that is:
 - a. Operating in at least 30% of the geographic units of the state;
 - b. Using the 2003 U.S. standard certificate for deaths; and
 - c. Using the NCHS edit specifications to improve the quality of the death information

The jurisdiction shall document each of these items in its proposal in response to the RFTOP.

In responding to the RFTOP, the states' proposal MUST at a minimum:

1. Document its status relative to the goals in Section C;
2. Identify the goal(s) it seeks to address in this project;
3. Identify the strategies to reach these goal(s);
4. Document why those strategies are being proposed;
5. Document how the enhanced/altered capacity will be maintained once the special project is complete;
6. Document how it proposes to undertake the tasks outlined in Section #C;
7. Specify a budget showing details such as personnel, contracts, travel, supplies, and other items; and
8. Include the resumes of the State staff and/or sub-contractors to be used.

L.4 Technical Proposal Instructions

Technical proposals will be evaluated on the criteria shown below:

Technical Approach/Understanding of the Project

This criterion will be evaluated according to the soundness, practicality, and feasibility of the offeror's understanding and technical approach for providing the services required for this project. The proposal must be consistent with the stated project goals and objectives.

The proposed approach provides evidence of a knowledge and understanding of the mission of the National Vital Statistics System (NVSS) to improve the timeliness and quality of the mortality data. The proposed approach complies with/addresses each of the requirements specified in the Performance Work Statement (PWS). The approach provides realistic timelines and identifies the chronological sequence by which key activities will be accomplished for each task. The proposed technical approach includes the methods to be utilized (e.g., production, quality control), and the identification of potential challenges to successful completion of the project.

Similar Experience for Proposed Staff

This criterion will be evaluated according to the organization's evidence of timely, relevant, and substantive successful experience that compares to the services to be performed under the Performance work statement.

The offeror's proposal should include information on the previous work (e.g., contracts, cooperative agreements, grants, etc.) involving substantively similar work. The information should include: (1) location and nature of the work (contract/cooperative agreement number, etc.); 2) project start and end dates (end date is not required if project is ongoing); 3) monetary value of the contract or cooperative agreement; 4) names, titles, and phone numbers of customers to be consulted as references; 5) where previous work for CDC or other Federal agencies, Centers/Institutes/Office is cited, the offeror should

identify the sponsor (including the names of the Project and Contracting Officers, and their contact information).

Past Performance

This criterion will be evaluated according to the organization's evidence of Past Performance of similar work that compares to the services to be performed under the Performance work statement.

L.5. Length of Technical Proposal

The technical proposal should succinctly address the requirements alone and shall not exceed 15 pages in length. The inclusion of resumes and CVs or other supporting document shall not be counted against the maximum length of 15 pages.

L.6 Business Proposal Instructions

The business proposal shall be composed of a completed Section B – Supplies or Services and Prices/Costs identified on Page 2, a completed Deliverables Schedule identified on Page 2 and a thorough breakdown of estimated cost components of the proposed price.

The pricing proposal should reflect the total price to fulfill the requirements of the Performance Work Statement (PWS). The government anticipates receiving adequate price competition; however, the government reserves the right to request Other than Certified Cost and Pricing Data should it be required.

SECTION M – EVALUATION FACTORS AND AWARD

M.1 Evaluation Criteria

Negotiations will be conducted with those offerors determined to have submitted technically acceptable proposals together with a realistic price estimate. Offerors are advised that paramount consideration shall be given to the evaluation of technical proposals rather than price unless, as a result of technical evaluation, proposals are judged to be essentially equal, in which case price shall become the determining factor.

M.2 Technical Evaluation Criteria

The following criteria will be used to technically evaluate proposals in descending order of importance:

Technical Approach/Understanding of Project
Similar Experience of Staff
Past Performance

M.3 Technical Strength More Important than Cost/Price

Offerors are advised that in proposal evaluation, paramount consideration shall be given to technical proposals rather than the price unless, as a result of the technical evaluations, proposals are judged to be essentially equal, in which case price shall become the determining factor. Discussions, if held, will be conducted only with those offerors determined to be within the competitive range.

Award shall be made to that responsible offeror submitting the proposal (technical and business) determined to be the most advantageous and the best value to the Government as evaluated under the criteria described in Section L.4 and M.1. The Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior performance.

M.4 Technical Evaluation

Technical Approach/Understanding of the Project: Contractors are to provide a discussion of the technical approach for providing the services required for this Task Order.

This criterion will be evaluated according to the soundness, practicality, and feasibility of the Contractor's technical approach for providing the services required for this Task Order.

Similar Experience: Provide information reflecting experience of assigned staff that is similar in complexity and size to the anticipated project.

This criterion will be evaluated for how well similar experiences compare to the services to be performed under the Performance work statement.

Past Performance: Provide information regarding performance under past contracts, if any, and redevelopment of EDR systems to implement and improve the timeliness of mortality reporting.

This criterion will be evaluated on how well the contractor performed the work for implementing and developing the EDR systems since 2002.

In accordance with FAR 15.305(a) (2), past performance information will be evaluated in the following manner:

- (a) Each offer shall be evaluated under current and prior contracts. By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the offeror's adherence to contract schedules and terms, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer and the degree of quality of deliverables and performance.
- (b) The Government will focus on information that demonstrates quality of performance for similar services relative to the size and complexity of the procurement under consideration.
- (c) The Government will evaluate the quality of the offeror's past performance based on collaborated past performance evaluations included in the offeror's proposal and/or other information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government. The Government may or may not survey all contracts listed by the offeror, and reserves the right to perform customer surveys only for those contracts which are deemed by the Government to be most relevant to this procurement.
- (d) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance.
- (e) The assessment of the offerors past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of relevant past performance may receive a more favorable evaluation than another whose record is acceptable and/or less relevant, even though both may have acceptable technical and business proposals.
- (f) An offeror without a record of past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably.
- (g) Information provided by the Offerors, as requested under Section L herein, relating to problems encountered on the identified contracts, if any, and the Offeror's corrective actions will be considered when unfavorable reports of past performance are received. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of past performance information (e.g., relevance of an offeror's past performance information and adverse past performance which offeror has not previously had an opportunity to respond). Communications may be held with offerors to obtain

additional information regarding adverse past performance when required for making a competitive range determination. If discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance. Recent contracts will be examined to ensure that corrective measures have been implemented.

(End of Clause)

Attachment 1

NONCONFORMING DELIVERABLES DECISION MATRIX—FIRM FIXED PRICE/COST REQUIREMENTS		
MINOR NONCONFORMANCE		
If	Then	Consideration
Consideration would be less than the cost of modifying the contract	Accept as is (once)	<p>None</p> <p>Note performance in report.</p>
Consideration would be greater than the cost of modifying the contract	Accept as is (once)	<p>Consideration comparable to the value of the loss sustained by the Government</p> <p>Note performance in report.</p>
MAJOR NONCONFORMANCE		
If	Then	Consideration
The contractor agrees to correct the deliverable (or re-perform the service) within the delivery schedule	Withhold acceptance until receipt of the corrected deliverable	<p>Cost to re-inspect or retest.</p> <p>Delete profit from rate per hour for corrected work.</p> <p>Note performance in report.</p>
The contractor agrees to correct the deliverable (or re-perform the service) but needs an extension of the delivery date	Withhold acceptance until receipt of the corrected deliverable	<p>Cost to re-inspect or retest</p> <p>Delete profit from rate per hour for corrected work.</p> <p>Note performance in report.</p>
Acceptance:	Accept as is	<p>None</p> <p>Note performance in report.</p>
<ul style="list-style-type: none"> • Would not affect safety or performance, and • Is justified on the basis of economy or urgency 		
The contractor refuses to make repair or provide appropriate consideration.	<p>Either:</p> <ul style="list-style-type: none"> • Correct the product or service through other means (contract or in-house), or • Terminate for default and re-procure. 	<p>Contractor to pay all costs for the correction or re-procurement.</p> <p>Note performance in report.</p>