SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			75FCMC26R0057	7/9/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Joshua Czerski, Contract Specialist	-	8/13/2026 1:00 PM EST

9. ISSUED BY CODE HHSCMS

DIVISION OF BENEFICIARY SUPPORT CONTRACTS,
CMS - OAGM
7500 SECURITY BOULEVARD, MS: B3-30-03
BALTIMORE, MD 21244-1850
Brian Humes, Contracting Officer
Joshua Czerski, Contract Specialist

10. THIS ACQUISITION IS
- [x] UNRESTRICTED OR
- [ ] SET ASIDE: ____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541720

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)
- [ ]

13b. RATING

14. METHOD OF SOLICITATION
- [ ] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [x] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
- [ ]

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED ._____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

BRIAN J. HUMES -S Digitally signed by BRIAN J. HUMES -S Date: 2026.07.09 14:20:21 -04'00'

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
			7/9/26

Solicitation/Contract Form

Data Analysis for the Quality, Safety & Oversight of the ESRD, Transplant, and OPO Programs

(End Of Section)

Supplies or Services and Prices/Cost

Item	Supplies/Service	Dates	Quantity	Unit
0001	Base Period Product Service Code: AN42 Severability: Yes Firm Fixed Price Not to Exceed	Period of Performance From 30 SEP 2026 To 29 SEP 2027	1.0	Each
0002 (Option Period 1)	Option Period 1 Product Service Code: AN42 Severability: Yes Firm Fixed Price Not to Exceed	Period of Performance From 30 SEP 2027 To 29 SEP 2028	1.0	Each
0003 (Option Period 2)	Option Period 2 Product Service Code: AN42 Severability: Yes Firm Fixed Price Not to Exceed	Period of Performance From 30 SEP 2028 To 29 SEP 2029	1.0	Each
0004 (Option Period 3)	Option Period 3 Product Service Code: AN42 Severability: Yes Firm Fixed Price Not to Exceed	Period of Performance From 30 SEP 2029 To 29 SEP 2030	1.0	Each

0005 (Option Period 4)	Option Period 4 Product Service Code: AN42 Severability: Yes Firm Fixed Price Not to Exceed	Period of Performance From 30 SEP 2030 To 29 SEP 2031	1.0	Each

Additional Information/Notes

B.1 DESCRIPTION OF SERVICES

CMS is seeking a contractor to provide detailed data reports about End Stage Renal Disease (ESRD) facilities (commonly referred to as dialysis facilities), Transplant Programs, and Organ Procurement Organizations (OPOs) in formats that are useful to the Centers for Medicare & Medicaid Services (CMS), states, health care providers, and the general public. These reports will include summaries of patient characteristics, facility characteristics, patient outcomes, and facility practice patterns. These reports will include comparative state, network, regional, and national statistics as appropriate. These reports will be used by CMS in overseeing the quality and safety of the ESRD, Transplant and OPO Programs.

B.2 TYPE OF CONTRACT

This is a severable, firm-fixed price (FFP) contract.

B.3 CONSIDERATION AND PAYMENT

The Contractor, upon successful completion of the work called for herein, shall be paid in accordance with Section G.3, Payments - Invoices.

B.4 SCHEDULE OF SEVCIES

CLIN	Description	PSC	ACN	Unit	Quantity	Unit Price	Total Price
0001	Base Period	TBD	TBD	Dollars	$TBD	$1	$TBD
0002	Option Period 1	TBD	TBD	Dollars	$TBD	$1	$TBD

0003	Option Period 2	TBD	TBD	Dollars	$TBD	$1	$TBD
0004	Option Period 3	TBD	TBD	Dollars	$TBD	$1	$TBD
0005	Option Period 4	TBD	TBD	Dollars	$TBD	$1	$TBD

B.5 PAYMENT SCHEDULE

a. Payment will be made monthly in accordance with the payment schedule set forth in this section commencing the first month after award. This schedule will continue for the duration of this contract.

Base Period
Period of Performance Per Month Payment ($) Total
Months 1 - 11 TBD TBD
Month 12 TBD TBD
Total TBD

Option Year 1
Period of Performance Per Month Payment ($) Total
Months 1 - 11 TBD TBD
Month 12 TBD TBD
Total TBD

Option Year 2
Period of Performance Per Month Payment ($) Total
Months 1 - 11 TBD TBD
Month 12 TBD TBD
Total TBD

Option Year 3
Period of Performance Per Month Payment ($) Total
Months 1 - 11 TBD TBD
Month 12 TBD TBD
Total TBD

Option Year 4
Period of Performance Per Month Payment ($) Total
Months 1 - 11 TBD TBD
Month 12 TBD TBD
Total TBD

(End of Section)

Description/Specifications/Statement of Work

Requirements

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, and equipment, facilities, and supplies, not otherwise provided by the Government as needed to perform the requirements set forth in Attachment 1 - Statement of Work (SOW).

Additional Information/Notes

C.1 STATEMENT OF WORK (SOW)

See Attachment 1 - Statement of Work

(End of Section)

Packaging and Marking

D.1 PACKAGING AND MARKING

Deliverables shall be marked in accordance with Attachment 1 - SOW, and any additional requirements set forth in this contract. All deliverables must meet the applicable 508 standard identified the Statement of Work for electronic submission of documentation.

(End of Section)

Inspection and Acceptance

Additional Information/Notes

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR) Clauses:

NUMBER TITLE DATE
52.246-4 INSPECTION OF SERVICES - FIXED PRICE AUG 1996

E.2 INSPECTION AND ACCEPTANCE

All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the Government.

The Contracting Officer Representative or Alternate Contracting Officer Representative is a duly authorized representative of the Government and is responsible for inspection and acceptance of all items to be delivered under this contract.

Inspection and acceptance of the Contractor's performance shall be in accordance with the applicable FAR Clauses in Section E. 1 above.

E.3 ACCEPTANCE BY THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)

All items to be delivered to the COR will be deemed to have been approved thirty (30) calendar days after date of delivery, except as otherwise specified in this contract, if written approval or disapproval has not been given within such period. The COR's approval or revision to the items submitted shall be within the general scope of work stated in this contract. If deficiencies in the Contractor's deliverables are identified the COR shall provide feedback to the Contractor prior to the 30-day timeframe for final acceptance. If the Contractor does not receive an indication from the COR within 60 days, the Contractor shall consider the deliverable to be accepted.

(End of Section)

Deliveries or Performance

Line Item 0001

Performance

Period of Performance
Period of Performance From 30 SEP 2026 To 29 SEP 2027

Line Item 0002 (Option Period 1)

Performance

Period of Performance
Period of Performance From 30 SEP 2027 To 29 SEP 2028

Line Item 0003 (Option Period 2)

Performance

Period of Performance

Period of Performance
From
30 SEP 2028
To
29 SEP 2029

Line Item 0004 (Option Period 3)

Performance

Period of Performance
Period of Performance From 30 SEP 2029 To 29 SEP 2030

Line Item 0005 (Option Period 4)

Performance

Period of Performance
Period of Performance From 30 SEP 2030 To 29 SEP 2031

Additional Information/Notes

Section F - DELIVERIES OR PERFORMANCE

F.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 address:
http://www.acquisition.gov/far/

Federal Acquisition Regulation (FAR) Clauses:

NUMBER TITLE DATE
52.242-15 STOP-WORK ORDER AUG 1989
52.242-17 GOVERNMENT DELAY OF WORK APR 1984

F.2 PERIOD OF PERFORMANCE (JAN 2014)

The base period of performance for this contract is 12-month from the award date. Option years may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. The period of performance is broken down as follows:

Base Period September 30, 2026 - September 29, 2027
Option Period 1 September 30, 2027 - September 29, 2028
Option Period 2 September 30, 2028 - September 29, 2029
Option Period 3 September 30, 2029 - September 29, 2030
Option Period 4 September 30, 2030 - September 29, 2031

F.3 ITEMS TO BE FURNISHED AND DELIVERY SCHEDULE

In general, the Contractor shall furnish the services/items required under this contract in accordance with the reporting instructions and deliverable due dates set forth in the Deliverable Schedule in Attachment 1 - Statement of Work.

Satisfactory performance under this contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, in accordance with Section E.2.

(End of Section)

Contract Administration Data

Additional Information/Notes

G.1 CONSULTANT APPROVAL

a. The Contractor shall obtain prior written approval from the Contracting Officer whenever an individual and/or commercial entity is to be reimbursed as a "Consultant" under this contract. The term "Consultant" is defined in FAR 31.205-33.

b. To obtain approval of proposed consultants, the Contractor must submit the following to the Contracting Officer:
(i) The work for the Consultant(s) is being hired to perform;
(ii) The necessity of contracting for the service, considering the contractor's capability in the particular area;
(iii) The past pattern of acquiring such services and their costs;
(iv) Whether the service can be performed more economically by employment rather than by contracting;
(v) The qualifications of the individual or concern rendering the service and the customary fee charged, especially on non-Government contracts;
(vi) A written determination that the rate proposed for the consultant is fair and reasonable and the Contractor's statement regarding whether or not the fees paid to the Consultant will exceed the lowest fee charged by others for performing similar consulting services;
(vii) A justification for the number of hours proposed for the Consultant; and,
(viii) A copy of the contractual agreement for the service which shall include a description of the service, estimate of time required, rate of compensation, and termination provisions

c. The following consultants are hereby approved for the periods of time, rates and total amounts shown:

NAME	DAYS	DAILY/HOURLY RATE	TOTAL AMOUNT

G.2 SUBCONTRACT CONSENT

a. To facilitate the review of a proposed subcontract by the Contracting Officer's Representative and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2, Subcontracts to the Contracting Officer.

b. In the event that proposed subcontracts are intended to be cost reimbursement it is requested that proof of an adequate accounting system be provided to the CO as part of the contractor's request for consent.
c. Consent is hereby given to issue the following subcontract(s):
TBD (if applicable)

Additional Regulation or Supplement Clauses Incorporated by Full Text

G.3 PAYMENTS - INVOICES (SEP 2024)

a. GENERAL: Effective August 31, 2020, the Contractor/ Vendor shall create an invoice within the Invoice Processing Platform (IPP), a secure Web-based service for federal agencies and their vendors to manage government invoicing from purchase order (PO) through payment notification. Note: All invoice terms and conditions are contract specific and may vary from contract to contract.

b. CONTENT OF INVOICE: FAR 32.905 Payment Documentation and Process, provides the required content for a proper invoice. In addition to the requirements of FAR 32.905, the following items shall also be included on the invoice to be considered proper:

- Line item number (i.e. CLIN/SLIN as applicable)
- Contractor /Vendor's Unique Entity Identifier (UEI) Number;
- Period of Performance (PoP) or delivery date of goods or services provided;
- Attachments and applicable support documentation requested by the CO ;
- The first page of the PDF invoice or PDF SF-1034 shall include :

1. Contractor /Vendor name and address;

2. Bill to: CMS, P.O. Box 7520, Baltimore, MD 21207;

3. Full CMS contract number and task order number;

4. Summary of charges by CLIN/SLIN (if applicable) with a grand total. CLIN/SLIN(S) on the PDF shall be identical to what is entered in IPP;

5. Invoice number shall be identical to what is entered in IPP. Each Contractor/Vendor invoice number must be unique across all CMS contracts awarded to the Contractor /Vendor. For example, If Contractor /Vendor A has 5 CMS contracts, Contractor /Vendor A cannot use the same invoice number on any of the 5 contracts they have with CMS. If using a dash in IPP then the dash must be used on the PDF. IPP does not allow any special characters (i.e.*, # , _);

6. Within IPP, the " Bill Period Start " and "Bill Period End " dates should align with the " Service From " and " Service To " dates (this is not the entire POP dates);

7. Date of Delivery or Service dates shown on the PDF should: (i) F all within the contract POP (unless contract indicates otherwise) (ii) Align with the " Bill Period Start " and "Bill Period End " dates and " Service From " and " Service To " dates, and (iii) Note when the work was performed;

8. Date invoice was prepared;

9. The total invoice amount on the first page of the invoice or SF-1034 must be a debit. A credit may be shown on the first page of the invoice or SF-1034 if the credit falls within the Period Of Performance and is for the same CLIN as the debit. CMS does not accept credit vouchers or process refunds in IPP or the Invoice Submission Box. Credits in excess of $5.01 must be submitted via Pay.gov (For questions surrounding Pay.gov, contact pay.gov. clev@clev.frb.org or 1-800-624-1373 (Option 2)). Credits sent to Pay.gov shall be copied to the CO, CS and COR. Credits valued at or less than $5.01 must be submitted via Credit Gateway; however, it is preferred that the Contractor/Vendor wait until a dollar amount is accumulated in order to submit the refund through Pay.gov (For questions surrounding Credit Gateway, contact customer.care@usbank.com or 1-877-815-1206);

• When an invoice has been resubmitted, an "R" should be added after the invoice number on the PDF and in IPP; this will ensure that the original invoice number is not duplicated in IPP. If a resubmitted invoice is rejected again, each subsequent resubmission requires an additional "R" added after the invoice number (i.e. "RR");

• The " final " designation should only be used when the contract is being closed out by OAGM. Do not use for the end of POP or Option Year;

• Contractor/ Vendor must maintain active registration in SAM .gov. If your SAM account is about to expire, wait until it is updated before submitting your invoice; and,

• Banking or address changes must be submitted via email to CCRchanges@cms.hhs.gov.

c. INVOICE SUBMISSION: The Contractor/ Vendor shall create an invoice from the Purchase Order (PO)/Contract via the IPP website http://www.ipp.gov/. For questions, call IPP Customer Support at (866) 973-3131 or email the IPP Customer Support at IPPCustomerSupport@fiscal.treasury.gov. Only one PDF invoice per submission is allowed in IPP.

d. PAYMENTS: The Government shall make payment of all proper invoices in accordance with the following clauses, as applicable and included in the respective TO/PO/contract:

• FAR 52.232-33 Payments by Electronic Funds Transfer - System for Award Management,

• FAR 52.232-1 Payments

• FAR 52.212-4 Contract Terms and Conditions - Commercial Items (If applicable)

• FAR 52.216-7 Allowable Cost and Payment

• FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts

Payment shall be made upon acceptance by the Contracting Officer's Representative (COR) in accordance with the applicable FAR Inspection and Acceptance clause and the Contracting Officer's approval, as appropriate.

Reimbursement for invoices submitted under this contract shall be made no later than 30 calendar days after receipt of a proper invoice from the Contractor requested at the paying office designated above. Contracts with a 15- day payment term are not subject to interest payments until after day 30.

e. INTEREST ON OVERDUE PAYMENT: The Prompt Payment Act, Public Law 97-177 (96 Stat.85.31 U.S.C. 1801) is applicable to payments under this contract and requires the payment of interest on payments made more than 30 calendar days after receipt of a proper invoice in IPP. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR 1315.

G.4 CONTRACTOR PAST PERFORMANCE EVALUATION(S) (OCT 2014)

a. General:

In accordance with Federal Acquisition Regulation (FAR) 42.15, Contractor Performance Information, past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Additional interim performance evaluations may be prepared at Contracting Officer discretion, as necessary.

CMS will utilize the Contractor Performance Assessment Reporting System (CPARS), the Government-wide evaluation reporting tool for all past performance reports on contracts and orders, as appropriate. CPARS is a secure Internet website located at https://www.cpars.gov.

b. CPARS Process:

1. CPARS Training: Contractors may obtain CPARS training material and register for on-line training https://www.cpars.gov.

2. Post-Award Contract Registration: CMS is responsible for registering the contract in CPARS within 30 calendar days of contract award. The Contractor shall:

i. Designate at least one (1) point of contact that will be responsible for serving as the Contractor's Representative (CR). Additional CRs may also be identified; and,

ii. Provide the CMS Contract Specialist with the name(s) and email address(es) of the CPARS point(s) of contact.

Once CMS registers the contract in CPARS, the CR(s) will receive an automated CPARS email message that contains User IDs and instructions for creating a password for future past performance evaluation processing.

3. Interim, Annual and Final Past Performance Evaluation Reports:

a. Issuing the Evaluation: Once the CMS Assessing Official (AO) issues an evaluation to the Contractor in CPARS, the CR(s) will receive an email instructing them to login to CPARS to review the evaluation.

b. Contractor Comments: The CR has the option to provide comments on the evaluation, indicate if they concur or do not concur with the evaluation, sign, and then return the evaluation to the AO. The CR has a total of 60 days following the AO's evaluation signature date to submit comments. If the CR submits comments within the first 14 days following the AO's signature date and the AO closes the evaluation, the evaluation will become available in CPARS within 1 day.

On day 15 following the AO's evaluation signature date, the evaluation will become available in CPARS with or without CR comments and whether or not it has been closed by the AO. If no CR comments have been sent and the evaluation has not been closed, it will be marked as "Pending" in CPARS.

If the CR sends comments at any time prior to 61 days following the AO's evaluation signature date, those comments will be reflected in CPARS within 1 day. On day 61 following the AO's evaluation signature date, the CR will be "locked out" of the evaluation and may no longer send comments.

G.5 CONTRACTOR WORK PERFORMED OUTSIDE THE UNITED STATES AND ITS TERRITORIES (JAN 2021)

To comply with requirements of Homeland Security Presidential Directive -12 (HSPD-12) and Personal Identity Verification (PIV) of Federal Employees and Contractors, CMS must achieve appropriate security assurance for multiple CMS information systems by efficiently verifying the claimed identity of individuals working on the contract. The Contractor and its subcontractor (s) shall not perform any activities under this contract, including the transmission of data or other information, outside of the United States (U.S.) and its Territories without the prior written approval of the Contracting Officer. If work must be performed outside the U.S., the Contractor shall submit a request to the Contracting Officer, in writing, at least 45 calendar days prior to the work beginning.

The Contracting Officer will consider the following factors in making a decision whether to authorize the performance of work outside the U.S. and its Territories:

1. The necessity of the work to be performed outside the United States and its territories;

2. The Statement of Work under contract that will be performed outside the U.S. and its Territories;

3. Total projected dollar value of the work to be performed outside the U.S.;

4. Total projected number of labor hours and length of time to be performed for each individual employee working outside the U.S.;

5. The desired country/location where the work will be performed;

6. FAR Part 25, Foreign Acquisitions, and all other laws and regulations applicable to the performance of work outside the U.S.;

7. The contractor and/or its subcontractor(s) plans to adequately protect and secure CMS data, as well as abide by all applicable laws and regulations when work is performed outside of the U.S. and its Territories. Plans shall include -

a. Adequate contract terms regarding system security;

b. Adequate contract terms regarding the confidentiality and privacy requirements for information and data protection;

c. Adequate contract terms that are otherwise relevant, including the requirements of the Statement of Work;

d. The Contractor's corporate compliance plan and internal policies and procedures designed to prevent and detect violations of applicable law, regulations, rules and ethical standards by employees, agents and others; and,

8. The necessity of Government Furnished Equipment (GFE) or Contractor Owned/Contractor Operated (COCO) devices to be used outside the U.S. and verification of a secure VPN access.

9. Compliance with Executive Order 13940 Aligning Federal Contracting and Hiring Practices With the Interests of American Workers. Determine if approval will reduce opportunities for the United States contractor workers performing in the United States and if this would cause any potential effects to national security.

10. Conformance with Section 889 "Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment", of Public Law115-232.

11. Determination that approval is in best interest of the Government.

The Contractor's request for authorization to perform work outside the U.S. shall include supplemental information to demonstrate that the performance of the work outside the U.S. satisfies all of the above factors. Contracting Officer approval to perform work outside the U.S. may require additional Statement of Work requirements, additional contract terms and conditions and/or Federal Acquisition Regulation (FAR) clauses to be incorporated into the contract.

G.6 GOVERNMENT REPRESENTATIVES AND RESPONSIBILITIES (Nov 2024)

Following are the Government Representatives and their respective roles and responsibilities on this contract:

a. **Contracting Officer**

As defined in Federal Acquisition Regulation (FAR) 2.101, Definitions, and in accordance with FAR 1.602-1, Authority, “Contracting officers have authority to enter into, administer, and/or terminate contracts and make related determinations and findings.” There is no other authorized representative or

any other Administrative Contracting Officer assigned to this contract to carry out a Contracting Officer's duties, except for technical direction assigned to the Contracting Officer's Representative, if applicable.

The Contracting Officer is:

Centers for Medicare & Medicaid Services

Office of Acquisition & Grants Management

AGG

DBSC

ATTN: *Brian Humes*

7500 Security Blvd.

Mail-stop: *TBD*

Baltimore, MD 21244-1850

Phone: *410-786-8898*

Email Address: brian.humes@cms.hhs.gov

b. **Contract Specialist**

Not with standing any of the other provisions of this Contract, the Contract Specialist will assist the Contracting Officer with his/her responsibilities as defined in the FAR.

The Contract Specialist is:

Centers for Medicare & Medicaid Services

Office of Acquisition & Grants Management

AGG

DBSC

ATTN: *Joshua Czerski*

7500 Security Blvd.

Mail-stop: *TBD*

Baltimore, MD 21244-1850

Phone: *410-786-1460*

Email Address: joshua.czerski@cms.hhs.gov

c. **Contracting Officer's Representative**

The Contracting Officer's Representative (COR), as defined in FAR 2.101, Definitions, is:

Centers for Medicare & Medicaid Services

CCSQ

QSOG

Division of *DCACP*

ATTN: TBD

7500 Security Blvd.

Mail-stop: *TBD*

Baltimore, MD 21244-1850

Phone: TBD

Email Address: TBD

In accordance with FAR 1.602-2(d), Responsibilities, the COR's delegated responsibilities are identified in the Contracting Officer's appointment memorandum, a copy of which will be furnished to the contractor.

The COR will serve as the primary liaison between the Contractor and the Contracting Officer and perform duties within the limitations of the COR's responsibilities in accordance with FAR 1.602-2(d).

Technical direction must be within the general scope of the work stated in the contract. The term "technical direction" is defined to include, without limitation, the following:

(1) Directions to the Contractor which direct the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual technical requirements as identified in the Statement of Work or Performance Work Statement; or

(2) Provision of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.

Technical direction within the scope of the contract, shall be "in writing" whenever possible and routed through the CO prior to release to the Contractor. If technical direction is verbally communicated, the COR must immediately confirm its direction in writing. Where doubt exists as to whether proposed technical direction is within or outside the scope of the contract, the CO shall be contacted.

If, in the opinion of the Contractor, any instruction or direction issued by a Government representative constitutes a change to the contract or constitutes a "Change Order" as defined in FAR 2.101, Definitions, the Contractor shall follow the instructions identified in FAR 52.243-7 Notification of Changes.

The COR "has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions." See FAR 1.602-2(d)(5). The COR's authority is not re-delegable and the COR may be personally liable for unauthorized acts in accordance with FAR 1.602-(d)(7)(iv) and (v). For example, the COR does not have the authority to:

1. Make changes to contract terms and conditions;

2. Direct the contractor to perform work or make deliveries not specifically required under the contract;

3. Waive or relax the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract;

4. Make any commitments or approve any actions that would create any financial obligation on the part of the Government; or

5. Issue direction that constitutes a "change" as defined in:

FAR 52.243-1, Changes – Fixed Price;

FAR 52.243-2, Changes – Cost-Reimbursement;

FAR 52.243-3, Changes –Time-and-Materials or Labor-Hours;

FAR 52.243-4, Changes; or,

FAR 52.243-5, Changes and Changed Conditions.

In addition to the above responsibilities, the COR and/or Contractor shall immediately notify the Contracting Officer of any contractual concerns related to the following:

1. Personal Services: FAR 37.104(a) provides that, "[a] personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The Government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract."

Under this contract, the services to be performed do not require the Contractor or the Contractor's personnel to exercise personal judgement and discretion on behalf of the Government. Rather, the Contractor's personnel will act and exercise personal judgement and discretion on behalf of the Contractor. The services to be performed under this contract are not for personal services as defined by FAR 37.104.

Both the Government and the Contractor have a responsibility to monitor contract activities. The CO must be notified immediately if at any time during contract performance the interaction between the Government representative and Contractor personnel constitutes or is perceived to constitute personal services. Both the Government and Contractor personnel must exercise caution to ensure that service contracts not personal in nature avoid even the appearance of a personal services contract.

2. Inherently Governmental Functions: The agency shall not use contractors for the performance of inherently governmental functions unless issued under statutory authority See FAR 7.5 Inherently Governmental Functions. As defined in FAR 2.101, "Inherently Governmental Function" means, as a matter of policy, a function that is so intimately related to the public interest as to mandate performance by Government employees. An inherently governmental function includes activities that require either the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for the Government. Inherently governmental functions DO NOT normally include gathering information for or providing advice, opinions, recommendations, or ideas to Government officials.

FAR 7.503(c) provides a list of examples of functions considered to be inherently governmental functions or which shall be treated as such.

To this effect, during contract performance, care should be taken to ensure that any change or expansion in scope of the requirement does not include inherently governmental functions. Further, due to the nature of a given requirement, there is a potential for close working relationships to develop between Government and Contractor personnel; however, care should be taken to ensure that any familiarity established between the Government and Contractor personnel never promotes or fosters an environment that allows for the assignment of inherently governmental functions to contractor employee(s).

3. Unauthorized Commitments: In carrying out your duties, you are reminded that in accordance with FAR1.602-2 (d)(5), the COR "[h]as no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract, or in any way direct the Contractor, or its Subcontractors, to operate in conflict with the contract terms and conditions." Doing so constitutes an "unauthorized commitment." The Contracting Officer is the only individual with the authority to enter into an agreement on behalf of the Government. An unauthorized commitment is defined as "an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government." FAR 1-602-3(a). Examples of unauthorized commitments include, but are not limited to, the following:

Orders placed with a Contractor without a valid contractual instrument in place.

Directing any Contractor to do additional work, in excess of the contract value, or work beyond the Period of Performance.

Authorize new work to a contract without notifying the Contracting Officer (CO) or Contract Specialist (CS) and having a modification in place for the new work.

Directing the Contractor, in any way that could change the terms and conditions of the contractual instrument or be deemed outside the Scope of the Statement of Work.

Unauthorized commitments are a serious matter and may result in personal liability on the part of the employee who committed the unauthorized commitment. Ratification, is “the act of approving an unauthorized commitment by an official who has the authority to do so.” FAR 1.602-3(a).

(End of Section)

Special Contract Requirements

Department of Health and Human Services Acquisition Regulations (HHSAR) Clauses Incorporated by Full Text

352.237-75 Key Personnel Dec 2015

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

TITLE	NAME	EMAIL

352.239-79 Information and Communication Technology Accessibility (Feb 2024) Deviation

(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 information and communication technology (ICT) supplies, products, platforms, information, documentation, and services support developed, acquired, maintained or delivered under this contract or order must comply with the Revised 508 Standards, which are located at 36 C.F.R. 1194.1 and Appendices A, B, and C, and are available at https://www.access-board.gov/ict/. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) Additional Section 508 accessibility standards applicable to this contract or order may be identified in the specification, statement of work, or performance work statement. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility

standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) In the event of a modification(s) to this contract or order, which adds new ICT supplies or services or revises the type of, or specifications for, supplies, products, platforms, information, documentation, or services support, the Contracting Officer shall require that the Contractor submit a completed HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(d) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task /delivery order requests that include ICT supplies, products, platforms, information, documentation, or services support will define the specifications and accessibility standards for the order. In those cases, the Contractor shall be required to provide a completed HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) or an ACR (based on the VPAT see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies, products, platforms, information, documentation, or services support conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) The contractor shall identify to the Contracting Officer any perceived exception or exemption to Section 508 requirements.

(End of clause)

Additional Regulation or Supplement Clauses Incorporated by Full Text

H.1 CMS RECORDS MANAGEMENT (AUG 2025)

a. General Requirements:

Federal records, as defined in 44 U.S.C. 3301, include “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.” Federal records can be in any format, including communications such as email, chats/instant messages, calendars, documents, and presentations.

The Contractor shall comply with all applicable records management laws, regulations, and policies, including but not limited to the CMS policy for records management, available at https://www.cms.gov/about-cms/work-us/business-resources/contractor-information/training, and HHSAR clause 352.204-72, Records Management (FEB 2024) (DEVIATION). The Contractor shall ensure that Federal records created or captured in a CMS system are managed electronically in accordance with either a General Records Schedule (GRS) (see https://www.archives.gov/records-mgmt/grs.html) or the CMS Records Schedule(see https://www.cms.gov/about-cms/work-us/business-resources/contractor-information/training). These schedules provide instructions for how long records must be kept (retention) and when they should be deleted, destroyed, or transferred to the National Archives (disposition).CMS and GRS schedules also specify whether the records are temporary or permanent. Any records that do not fall under an existing CMS Records Schedule or the GRS must be maintained as if they are permanent until an applicable schedule is written.

b. Training Requirements:

All Contractor employees assigned to this contract who handle Federal records must complete the Department of Health and Human Services (HHS) records management training before performing any work under the contract. After completing the initial training, Contractor employees must complete any annual refresher training required by HHS for the duration of the

contract. A link to the records management training and additional guidance is available at: https://www.cms.gov/about-cms/work-us/business-resources/contractor-information/training.

The Contractor must retain documentation confirming all required training has been completed and provide such documentation to the Contracting Officer upon request.

H.2 CONFLICT OF INTEREST (JUN 2026)

A. **General**: The contractor and the services provided under this contract shall be free, to the greatest extent possible, of all Organizational and Personal Conflicts of Interest. Consistent with these terms and conditions, all references to Organizational and/or Personal Conflicts of Interests will be referred to individually or collectively, as Conflicts of Interest (COI).Except as defined by these terms and conditions and in accordance with FAR 9.503,the Contracting Officer shall not maintain a contract with a contractor the Contracting Officer(CO)determines has, or has the potential for, an unresolved COI.

B. **Definitions**:

Actual COI–The COI is either currently in existence as determined by the contractor or CMS. This form of COI will require avoidance, neutralization or mitigation acceptable to CMS.

Affiliates–Associated business concerns or individual(s) if, directly or indirectly, either one controls or can control the other; or a third party controls or can control both.

Apparent (Perceived) COI–The COI on first observation appears to be an actual or potential COI, but may or may not be after analysis.

Avoidance–To prevent the occurrence of a COI through actions such as exclusion of sources or modification of requirements. Avoidance precludes the conflict.

Contractor–The term contractor is used synonymously with offeror.

Financial Relationships–A direct or indirect ownership or investment interest (including a stock option or non-vested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest.

Mitigation–To reduce the effects of a COI to an acceptable level of risk so that the Government's interest with regard to fair competition and/or contract performance are not impaired. The conflict remains but action was taken that minimizes the impact of the conflict to an acceptable level of risk.

Mitigation Plan–The contractor's written approach to mitigating a COI as documented in J. Section B.4.

Neutralization–To counteract, through a specific action, the effects of potential or actual COI. The conflict remains, but the impact of the conflict has been negated.

Organizational Conflict of Interest–Occurs when other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Personal Conflicts of Interest– A situation in which a person has a financial interest, personal activity, or relationship that could impair the person's ability to act impartially and in the best interest of the Government when performing under this contract.

Potential COI–A future situation or circumstance that would create a conflict of interest.

Three (3) Types of COIs include:

Conflict Type	Definitions

Biased Ground Rules	Consists of situations where a contractor and/or its affiliate(s), as part of its performance of a Government contract, has helped (or is in a position to help) set the ground rules for another Government contract by, for example, writing the statement of work or the specifications, or establishing source-selection criteria. In these "biased ground rules" cases, the primary concern is that the entity could skew the competition, whether intentionally or not, in favor of itself and/or its affiliates.
Impaired Objectivity	Consists of situations where a contractor and/or its affiliate(s)has an interest (typically financial) that may conflict with the interest of the Government to whom the contractor has a contractual obligation, and where the entity's work under the Government contract could give the contractor the opportunity to benefit its other business interests. If the entity is providing recommendations, judgment or advice, and its other business interests could be affected by that recommendation, judgment or advice, it's objectivity may be impaired. An example is where the entity was evaluating itself or evaluating an affiliate or a competitor, either through an assessment of performance under another contract or an evaluation of proposals.
Unequal Access to Information	"Unfair" access to non-public information – Consists of situations where a contractor and/or its affiliate(s) has access to nonpublic information (including proprietary information and non-public source-selection information) as part of its performance of a Government contract and that information may provide the entity with a competitive advantage in a later competition for a Government contract. In these "unequal access to information" cases, the concern is limited to the risk of the contractor and/or its affiliates gaining an unfair competitive advantage; there is no issue of bias. Note: Incumbency alone does not constitute "unequal access to information."

C. **Restrictions on Former Federal Employees**

Offerors are advised that restrictions on post-government employment apply to former federal employees. These restrictions are primarily governed by 18 U.S.C. §207 and the Procurement Integrity Act (41 U.S.C. Chapter 21). If the contractor hires an individual that it knows was formerly a Federal employee, the contractor shall perform reasonable due diligence in order to avoid employing a former Federal employee in the performance of this contract in violation of 18 U.S.C. §207. Knowingly employing a former Federal official in violation of these post-employment restrictions, or complicity in the violation of Procurement Integrity Act requirements, may result in the imposition of civil and criminal penalties against the contractor as well as the termination of this contract.
This provision is not intended to impose any obligations on the contractor beyond those imposed by the identified statutes

D. **Significant Potential Conflict of Interest:**

Nature of Conflict: Although not all inclusive, the following are considered to be an actual, potential or apparent COI with the work to be performed under this contract. The contractor shall promptly notify the CO if it is an entity, or affiliated with an entity, where any of the following circumstances exist:

a) Biased Ground rules, impaired objectivity or unequal access to information as explained in the definitions above and/or;

b) Within the three types of conflicts of interest, the CO has identified the following specific circumstances of conflicts:

2. Proposed Restraint on Future Contractor Activities: CMS is proposing to restrain future contractor activities as follows:

OR

E. **Conflict of Interest Oversight and Mitigation Plan:**

Conflict of Interest Oversight Program: The contractor shall maintain an effective COI Oversight Program throughout the performance of the contract which includes procedures to monitor and disclose all Organizational and Personal Conflicts of Interest. ACOI oversight program should include the monitoring of personal conflicts of interest such as, but not limited to:

a) Key Personnel (as defined in HHSAR 352.237-75 Key Personnel) and managers who would be, or are involved with, the performance of this contract, including any former federal employees;

b) Governing Body Members (e.g., Board of Directors; Trustees); and

c)Principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

2. Mitigation Plan: At any time during the performance of the contract if an actual, potential, or apparent COI is identified whether by the CO, the contractor or otherwise, the contractor shall submit a mitigation plan (J.*x* Contractor/Offeror COI Submission Template) within 30 days unless otherwise specified by the CO. It is the contractor's responsibility under the terms and conditions to provide timely notification to the CO those COIs that are self-identified. The CO will notify the contractor regarding the specifics for submission. The Government will review the submission at which time a determination will be made whether a COI has been satisfactorily mitigated or if further action is necessary and will notify the contractor accordingly. In cases where a COI cannot be, or has not been, mitigated to the Government's satisfaction, the Government may take the following actions (this list is not all inclusive):

a) Request a waiver in accordance with FAR 9.503 Waiver, from the Head of the Contracting Activity;

b) Make changes to the requirements of the contract;

c)Require a subcontractor change (if the conflict lies with the subcontractor);and/or

d)Terminate the contract in whole or in part.

F. **Subcontractor Flow-Down Terms and Conditions**: The prime contractor is responsible for avoiding, neutralizing and mitigating all actual, potential, or apparent COIs of its subcontractors, in accordance with these terms and conditions. Therefore, the prime contractor shall flow-down terms and conditions H.1 Conflict of Interest and Compliance, of this contract in all subcontracts. For subcontractors, wherever the term “contractor” is used, insert “subcontractor.”

H.3 HIPAA BUSINESS ASSOCIATE CLAUSE (OCT 2014)

All Protected Health Information (PHI), as defined in 45 C.F.R. 160.103, that is relevant to this Contract, shall be administered in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," 42 U.S.C. 1320d), as amended, as well as the corresponding implementing regulations and this HIPAA Business Associate Clause.

a. Definitions:
All terms used herein and not otherwise defined, shall have the same meaning as in HIPAA, as amended, and the corresponding implementing regulations. Non-HIPAA related provisions governing the Contractor's duties and obligations, such as those under the Privacy Act and any applicable data use agreements, are generally covered elsewhere in the Contract.
The following definitions apply to this Contract Clause:

"Business Associate" shall mean the Contractor (and/or the Contractor's subcontractors or agents) if/when it uses individually identifiable health information on behalf of CMS, i.e. PHI, to carry out CMS' HIPAA-covered functions.

"Covered Entity" shall mean the portions of CMS that are subject to the HIPAA Privacy Rule.

"Secretary" shall mean the Secretary of the Department of Health & Human Services or the Secretary's designee.

b. Obligations and Activities of Business Associate:

Except as otherwise provided in this Contract, Business Associate, as defined above, shall only use or disclose PHI on behalf of, or to provide services to, Covered Entity in accordance with this Contract and the HIPAA Privacy and Security Rules.

Business Associate shall document in writing the policies and procedures that will be used to meet HIPAA requirements. The policies and procedures shall include the following, at a minimum:

1. Business Associate shall not:

i. Use or disclose PHI that is created, received, maintained or transmitted by Business Associate from, or on behalf of, Covered Entity other than as permitted or required by this Contract or as required by law;

ii. Sell PHI; or,

iii. Threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual for:

A. Filing a complaint under 45 CFR 160.306;

B. Testifying, assisting or participating in an investigation, compliance review, proceeding or hearing under 45 CFR Part 160; or

C. Opposing any act or practice that is unlawful under HIPAA, provided there is a good faith belief that the practice is unlawful, the manner of opposition is reasonable, and the opposition does not involve the disclosure of PHI in violation of subpart E of Part 164.

2. Business Associate shall:

i. Have a security official who will be responsible for development and implementation of its security policies and procedures, including workforce security measures, to ensure proper security awareness and training (including security incident response and reporting), and security incident procedures, in accordance with this Contract, including this HIPAA Business Associate Clause and the Contract's clause entitled "CMS Information Security."

ii. Use administrative, physical and technical safeguards to prevent use or disclosure of PHI created, received, maintained or transmitted by Business Associate from, or on behalf of Covered Entity only as provided for by this Contract. In doing so, it shall implement policies and procedures to address the following and, where applicable, ensure that such policies and procedures are also in conformance with this Contract's clause entitled "CMS Information Security:"

A. Prevent, detect, contain and correct security violations through the use of:

a. Risk analyses (including periodic technical and nontechnical evaluations);
b. Appropriate risk management strategies, including system activity review;
c. Information access procedures for approving individual's access rights to PHI (including the implementation of workforce security measures to ensure continued appropriate role-based access to PHI), and technical policies and procedures to ensure compliance with grants of access (including unique user identification and tracking of users) and;
d. The imposition of sanctions for violations.

B. Limit physical access to its electronic information systems and the facility or facilities in which they are housed.

C. Implement policies, procedures and physical security measures that will limit access to PHI through workstations and other devices, including access through mobile devices.

D. Implement media controls covering the movement of devices containing PHI within or outside of the Business Associate's facility as well as the disposal and reuse of media containing PHI.

E. Implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability (including the use of contingency plans) of any electronic protected health information ("EPHI") it creates, receives, maintains or transmits from, or on behalf of the Covered Entity to prevent impermissible use, disclosure, maintenance or transmission of such EPHI. In the establishment of such safeguards, Business Associate shall consider its size, complexity and capabilities, as well as its technical infrastructure, and its hardware and software security capabilities.

iii. Assess, and implement, where appropriate, any addressable implementation specifications associated with applicable PHI security standards.

iv. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.

v. Comply with the following Incident Reporting:

A. Report to Covered Entity any security incident/breach involving unsecured PHI, of which it becomes aware, including those of its agents and subcontractors. The Business Associate shall report any violation of the terms of this contract involving PHI and any security incidents/breaches involving unsecured PHI to CMS within one (1) hour of discovery in accordance with the CMS Risk Management Handbook (RMH), specifically "RMH Vol II Procedure 7-2 Incident Handling Procedure" and "RMH Vol III Standard 7-1

Incident Handling." These procedures can be found at http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity /Information-Security-Library.html In addition, the Business Associate will also notify the CMS Contracting Officer and the Contracting Officer's Representative (COR) by email within one (1) hour of identifying such violation or incident.

B. Upon Covered Entity's knowledge of any material security incident/breach by Business Associate, Covered Entity will provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination clause of this Contract. See also paragraph D. Term of Clause below.

vi. Ensure that any agent or subcontractor agrees through a written contract, or other legally enforceable arrangement, to the same restrictions and conditions that apply through this HIPAA Contract Clause, when creating, receiving, maintaining or transmitting PHI from, or on behalf of, Covered Entity.

vii. Upon Covered Entity's request:

A. Provide the Covered Entity or its designee with access to the PHI created, received, maintained or transmitted by Business Associate from or on behalf of the Covered Entity in the course of contract performance in order to ensure Covered Entity's ability to meet the requirements under 45 CFR 164.524.

B. Amend PHI as Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

viii. Make its facilities and any books, records, accounts, and any sources of PHI, including any policies and procedures, that are pertinent to ascertaining its own compliance with this contract or the Covered Entity's compliance with the applicable HIPAA requirements, available to Covered Entity, or, in the context of an investigation or compliance review, to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the various rules implementing the HIPAA.

ix. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

x. Provide to Covered Entity, or an individual identified by the Covered Entity, information collected under this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

xi. Make reasonable efforts to limit the PHI it uses, discloses or requests to the minimum necessary to accomplish the intended purpose of the permitted use, disclosure or request.

c. Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

1. Limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

2. Changes in, or revocation of, permission by an Individual to use or disclose their PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and,

3. Restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Term of Clause

1. The term of this Clause shall be effective as of date of Contract award, and shall terminate when all of the PHI provided to Business Associate by the Covered Entity or a Business Associate of the Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in accordance with "CMS Information Security" procedures. Business Associate shall not retain any PHI.

2. Security Incident/Breach:

Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall take action consistent with the terms of this Contract, and, as appropriate, the following:

i. Federal Acquisition Regulation (FAR) Contracts - Covered Entity may:

A. Terminate this Contract in accordance with FAR Part 49, Termination of Contracts, if the Business Associate does not cure the security incident/breach within the time specified by Covered Entity and/or cure is not possible; or,

B. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

ii. Other Agreements - Covered Entity shall either:

A. Provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination terms of this Contract. Covered Entity may terminate this Contract for default if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or,

B. Consistent with the terms of this Contract, terminate this Contract for default if Business Associate has breached a material term of this Contract and cure is not possible; or,

C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Returning or Destroying PHI:

Business Associate, as defined above, which includes subcontractors or agents of the Contractor, shall:

i. Upon expiration or termination of this Contract, for any reason, return or destroy all PHI received from Covered Entity or another Business Associate of the Covered Entity, as well as any PHI created, received, maintained or transmitted from or on behalf of Covered Entity, or another Business Associate of the Covered Entity, in accordance with this contract, including the "CMS Information Security" clause.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notice that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

e. Miscellaneous

1. A reference in this Contract to a section in the Rules issued under HIPAA means the section as in effect or as amended.

2. The respective rights and obligations of Business Associate under paragraph D.3.b of the section entitled "Term of Clause" shall survive the termination of this Contract.

Any ambiguity in this Contract clause shall be resolved to permit Covered Entity to comply with the Rules implemented under HIPAA.

H.4 CMS INFORMATION SECURITY (OCT 2020)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

Process any Information/Data; or
Store any Information/Data (includes "Cloud" computing services); or
Facilitate the transport of Information/Data; or
Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

The contractor shall become familiar and remain compliant with all aspects of the Statement of Work (SOW), Statement of Objectives (SOO), Performance Work Statement (PWS), which includes CMS Information Security requirements.

The contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

Federal Information Security Management Act (FISMA) - FISMA information can be found at https://csrc.nist.gov/projects/risk-management. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,

Federal Risk and Authorization Management Program (FedRAMP) - FedRAMP information can be found at https://www.gsa.gov/technology/government-it-initiatives/fedramp. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Security-and-Privacy-Language-for-Procurements.

H.5 MANDATORY CONTRACTOR TRAINING (SEP 2024)

All contractor employees who have access to (1) HHS Federal Information or a Federal information system or (2) personally identifiable information shall complete the CMS provided Records management training required by the Department of Health and Human Services (HHS) before performing any work under their contract. Thereafter, the employees must complete annual Records Management training throughout the life of the contract. The Contractor shall also ensure subcontractor compliance with this training requirement.

Link to the training can be found here: https://www.cms.gov/about-cms/work-us/business- resources/contractor-information /training

Contractor employees are expected to complete any new training requirements enacted by HHS, whereby access to the course material has been provided. These courses are at no additional cost to the contract and the contractor is not required to provide documentation on such training unless specifically requested. The Government does not anticipate a contractor will develop a system specifically designed to track and monitor such trainings, but will address the requirements under overall contract management and adherence to regulations as noted in the Contractor Performance Assessment Reporting System (CPARS).

H.6 CMS SECURITY (JUN 2026)

a. Applicability

In order to comply with the following Executive Orders, Policies and Standards, CMS must verify the claimed identity and make fitness determinations on all contractors employee seeking (1) routine physical access to a Federally controlled facility; (2) logical (electronic) access to a Federally controlled information system; (3) access to government information, whether in a Federally controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3) :

Executive Order 13764, Amending the Civil Service Rules; Executive Order 13488, and Executive Order 13467 To Modernize the Executive Branch-Wide Governance Structure and Processes for Security Clearances, Suitability and Fitness for Employment, and Credentialing, and Related Matters, signed January 17, 2017;
OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 5, 2005;
OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management, dated May 21, 2019;
Federal Information Processing Standards (FIPS) PUB Number 201-3, Personal Identity Verification (PIV) of Federal Employees and Contractors;
FAR 52.204-9, Personal Identity Verification of Contractor Personnel;
HHS 352.204-73 Contractor Personnel Security and Agency Access. (Deviation); and
HHS HSPD-12 policy.

All contractor employees seeking routine physical access to a CMS facility as well as those seeking logical access to certain data systems must obtain a PIV credential prior to obtaining access. All other contractors must obtain an acceptable form of logical access token through CMS prior to obtaining access. When a PIV credential is provided, it must be used in conjunction with FIPS 201-3 compliant HSPD-12 card readers and middleware for logical system access. Unless otherwise stated, CMS is not responsible for the supply of such equipment.

b. Definitions

“Agency Access” means access to CMS facilities, sensitive information, information systems, or other CMS resources.

“Applicant” means a contractor employee for whom the Contractor applies for a CMS identification card.

“Contractor Employee” means a prime Contractor employee or subcontract employee who requires agency access to perform work under a CMS contract.

“Logical Access” means the ability for the Contractor to interact with CMS information systems, databases, digital infrastructure, or data via access control procedures such as identification, authentication, and authorization.

“Personal Identity Verification (PIV) Credential” as defined in FIPS PUB 201-3, is a physical artifact (e.g., identity card, token) issued to an individual that contains a PIV Credential Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable).

c. Screening of Contractor Employees

i. Contractor Screening of Applicants

1) Contractor Responsibility: The Contractor must exercise diligence in pre-screening all Applicants prior to applying to CMS for agency access. This includes verifying Federal minimum suitability requirements as described in 5 CFR 731.202, Criteria for Making Suitability Determinations, and HHSAR 352.204-73(d) [Deviation] Pre-screening of contractor employees. CMS reserves the right to request and review Contractor Employee vetting processes and associated data at any time and at no cost.

All contractors must comply with HSPD-12, current NIST guidance, and HHS and CMS Security and Privacy policies. At all times, when applicable, the Contractor Employee must remain in compliance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

2) Drug-Free Federal Workplace: Contractor Employees must strictly adhere to FAR 52.226-7 (Drug-Free Workplace) and Executive Order 12564. As part of the (Identity and Credentialing Tool (ICT) submission, Contractor Employees will be questioned on this subject during the application process.

3) Foreign National Status: In accordance with HHS Foreign National Access Management policy, dated October 25, 2022, all CMS Employees, Commissioned Officers of the Public Health Service, Contractor Employees, details, interns and other individuals, visitors, and any other category of foreign nationals who will access CMS facilities, information technology systems or equipment, and proprietary and sensitive information are required to complete the established screening process before gaining access.

The Contractor must monitor all foreign nationals' continued authorization for employment in the United States. If requested, the Contractor Employee shall provide documentation to the Contracting Officer (CO) or the Contracting Officer's Representative (COR) that validates that the Employment Eligibility Verification (e-Verify) requirement has been met for each Contractor or subcontractor employee working on the contract in accordance with FAR 52.222-54, Employment Eligibility Verification.

4) Residency Requirement: In accordance with Office of Personnel Management (OPM) guidance, CMS will not conduct a background investigation on or issuing a credential to any foreign national who has not resided within the United States for at least three (3) out of the most recent (5) years. Therefore, foreign nationals who have not resided within the United States for at least three (3) out of the most recent (5) years may not work on a CMS contract. Contractor Employees must apply for a -Credential only when the residency requirements are first met.

5) Selective Service Registration: All males, including foreign nationals, born after December 31, 1959, must register for the Federal Selective Service System and meet all requirements as established on www.sss.gov. Selective Service documentation must be included in the application for a PIV Credential.

Vetting and Credentialing Application Process

1) Vetting and Credentialing Sponsor: The CMS Contracting Officer's Representative (COR) will be the Credential Sponsor and point of contact for the Contractor's application for a Credential.

2) PIV Credentialing Issuance: If it is determined that the contractor requires a PIV credential the CMS badging office will coordinate with the contractor for issuance arrangements. These arrangements may include travel to the CMS Baltimore location or one of the CMS Regional Offices.

For questions, please email the CMS Baltimore Credentialing Office at Badging@cms.hhs.gov or call (410) 786-1605.

3) Background Investigation and Adjudication

a. CMS may grant reciprocity to applicants based on Federal standards favorable adjudication from a previous Federal agency does not preclude CMS from initiating a new investigation when deemed necessary. Background investigations conducted by any organization other than the Federal Government are not accepted to meet Federal fitness determinations.

b. Upon successful completion of the ICT application CMS will coordinate for an invitation for the contractor to complete the electronic application (eAPP) process as administered by the Defense Counterintelligence and Security Agency (DCSA). The eAPP must be completed within seven days of receiving the invitation or the applicant may be determined to be non-compliant and their application rejected.
c. Upon receipt of the investigation from DCSA, CMS will issue an adjudicative decision indicating whether a Contractor Employee is suitable. This decision is final and is not subject to appeal.

d. Contractor Employees who CMS/Office of Security, Facilities & Logistics Operations (OSFLO)/Security Management Group (SMG) determines to be ineligible to support a CMS Federal contract will be required to cease working on the contract immediately.

4) Background Investigation Cost
The government will bear the cost of background investigations that are performed at the direction of CMS' personnel security representatives by the Federal government's approved and designated background investigation service provider, the DCSA.

5) PIV Credential Custody and Control
Contractor employees that are issued PIV credentials shall comply with CMS requirements concerning the renewal, loss, theft, or damage of a PIV credential. Failure to comply with the requirements for custody and control of CMS issued PIV credential may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to CMS facilities, sensitive information, information systems or other CMS resources.

See www.cms.gov for detailed information related to renewal, lost/stolen PIVs and/or replacement.

6) Miscellaneous Matters

a. Surrender PIV Credential and Government Equipment: CMS reserves the right to suspend or withdraw access at any time for any reason. Access will be restored upon the resolution of the issue(s).

b. Training: All contractors are required to take Security & Privacy training as indicated by CMS.

Additional CMS specific information and training requirements can be found at www.cms.gov/about-cms/work-with-us /contracting.

(End of Section)

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights.	Nov 2023
52.203-6	Restrictions on Subcontractor Sales to the Government.-Alternate I	Nov 2021
52.204-13 RFO	System for Award Management-Maintenance.	RFO DEVIATION NOV 2025
52.204-13 RFO	System for Award Management-Maintenance.-Alternate I	RFO DEVIATION NOV 2025
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011

52.209-10 RFO	Prohibition on Contracting With Inverted Domestic Corporations.	RFO DEVIATION NOV 2025
52.209-6 RFO	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded.	RFO DEVIATION NOV 2025
52.209-9 RFO	Updates of Publicly Available Information Regarding Responsibility Matters.	RFO DEVIATION NOV 2025
52.219-8 RFO	Utilization of Small Business Concerns.	RFO DEVIATION NOV 2025
52.219-9 RFO	Small Business Subcontracting Plan.	RFO DEVIATION NOV 2025
52.222-35 RFO	Equal Opportunity for Veterans.	RFO DEVIATION NOV 2025
52.222-36 RFO	Equal Opportunity for Workers with Disabilities.	RFO DEVIATION NOV 2025
52.222-37 RFO	Employment Reports on Veterans.	RFO DEVIATION NOV 2025
52.222-3 RFO	Convict Labor.	RFO DEVIATION NOV 2025
52.222-40 RFO	Notification of Employee Rights Under the National Labor Relations Act.	RFO DEVIATION NOV 2025
52.222-41	Service Contract Labor Standards.	Aug 2018
52.222-50 RFO	Combating Trafficking in Persons.	RFO DEVIATION NOV 2025
52.222-53 RFO	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements.	RFO DEVIATION NOV 2025
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors.	Apr 2026
52.224-3	Privacy Training.	Jan 2017

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	MAY 2024
52.227-1	Authorization and Consent.	Jun 2020
52.227-14	Rights in Data-General.	May 2014
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023
52.233-3 RFO	Protest after Award.	RFO DEVIATION NOV 2025
52.233-4 RFO	Applicable Law for Breach of Contract Claim.	RFO DEVIATION NOV 2025
52.237-3	Continuity of Services.	Jan 1991
52.240-91	Security Prohibitions and Exclusions	RFO DEVIATION NOV 2025
52.244-6 RFO	Subcontracts for Commercial Products and Commercial Services.	RFO DEVIATION NOV 2025

Department of Health and Human Services Acquisition Regulations (HHSAR) Clauses Incorporated by Reference

Number	Title	Effective Date
352.203-70	Anti-Lobbying	Dec 2015
352.208-70 RFO	Printing and Duplication.	FEB 2026 RFO DEVIATION
352.211-3	Paperwork Reduction Act	NOV 2025 RFO DEVIATION
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	Dec 2015

FAR Clauses Incorporated by Full Text

52.217-8 Option to Extend Services. Nov 1999

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract. Mar 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within *60 days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *60 days* days[*60days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

(End of Section)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Number	Date
01	Attachment 1 - Statement of Work	Other Description		08 JUL 2026
02	Attachment 2 - ContractorOfferor COI Submission Template	Other Description		08 JUL 2026
03	CMSChecklistInstructions-a	Other Description		08 JUL 2026
04	CMS508-EXCEL-checklist-a	Other Description		08 JUL 2026
05	CMS-508-pdf-checklist-a	Other Description		08 JUL 2026
06	CMS508-PowerPoint-Checklist-a	Other Description		08 JUL 2026
07	CMS-508-webapps-checklist-a	Other Description		08 JUL 2026

08	CMS-508-word-checklist-a	Other Description		08 JUL 2026
11	Attachment 4 - RFP Sections K - M	Other Description		09 JUL 2026
12	SOW Attachment 1-CCSQ Security Contract Language	Other Description		09 JUL 2026

Additional Information/Notes

(End of Section)

Representations, Certification, and other Statements of Offerors

(End of Section)

Instrs., Conds., and Notices to Offerors

FAR Clauses Incorporated by Full Text

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services. Nov 2023

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a

dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR)52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to

benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Alternate I(NOV 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance*. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing

that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S. C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(End of Section)

Evaluation Factors for Award

(End of Section)