

REQUEST FOR PROPOSALS:

State, Territorial, Local and Tribal (STLT) Data Agreement and Data Exchange Legal Capacity Project

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PART I: OVERVIEW INFORMATION

Issuing Organization: Council of State and Territorial Epidemiologists (CSTE) at www.cste.org

Participating Organizations: CSTE, Public Health Law Center (PHLC), and Centers for Disease Control and Prevention (CDC) – Cooperative Agreement number 6NU38PW000011-01-01.

PART II: FULL TEXT OF ANNOUNCEMENT

Section I. Funding Opportunity Description***Statement of Purpose***

The purpose of this request for proposal (RFP) is to seek one or more qualified consultants to support state, territorial, local, and tribal (STLT) public health jurisdictions to build capacity for developing and implementing foundational legal data agreements (such as data use agreements (DUAs)) for a non-legal audience (e.g. public health managers). This will be accomplished through:

- A CSTE workgroup consisting of members from at least 10 STLT jurisdictions to discuss and address legal data agreement development and approval processes, legal document language best practices, and to provide guidance on the assessment and virtual convenings outlined in this RFP;
- A point-in-time jurisdictional practice assessment to identify the process, shared challenges, and best practices related to foundational legal data agreements;
- Virtual convenings of jurisdictional and federal representatives from the fields of epidemiology and law to discuss barriers to DUA implementation, identify and document best practices to, and to collect capacity-building resources for a non-legal audience;
- A collection of resources based on information gathered through the assessment and virtual convenings, which will be added to the public-facing CSTE Public Health Law Repository. *

The successful applicant(s) will have demonstrated:

- Subject expertise in public health data privacy laws and regulations across STLT and federal levels;
- Advanced knowledge and demonstrated experience developing and conducting assessments and analysis;
- Advanced knowledge and demonstrated experience facilitating and convening consensus building expertise for meetings of subject matter experts and representatives from jurisdictions to identify best practices on implementation of legal data agreements (i.e., data use agreements).

**The CSTE Public Health Law Repository will be launched January 2025 and is intended to provide educational resources on relevant topics of public health law to public health officials.*

Background

Foundational legal data agreements, such as DUAs, are essential frameworks for secure, ethical, and lawful data exchange in public health. Public Health Authorities (PHAs) depend on these agreements to handle the access to and use of surveillance data while ensuring compliance with state privacy laws. Legal data agreements support timely and accurate cross-jurisdictional data sharing that is critical for monitoring disease trends, investigating outbreaks, developing preventive measures, and shaping policy decisions. While more efficient, the modernization of public health systems in the last decade and the push for interoperability have increased the complexity of data sharing, necessitating the need to navigate and develop robust intergovernmental legal agreements. Barriers to developing, understanding, and implementing these legal agreements, especially in STLT jurisdictions, can slow or hinder public health initiatives. This RFP seeks to identify and address such barriers, foster best practices

and identify capacity-building resources to streamline data-sharing agreements and support data-driven public health action.

NOTE: There are two separate parts of this Request for Proposal, and applicants may apply for one or both sections. Should two separate consultants be selected for each of the phases, both will be expected to be onboard concurrently and collaborate as necessary to ensure seamless delivery of services.

PHASE I (Up to \$66,000 may be awarded. CSTE is currently funded through July 31, 2025)

Objective (Phase I)

To evaluate barriers to and best practices for implementing STLT data use agreements and to gather commonalities and risk thresholds within the agreements. Findings may inform Phase II virtual convenings and the types of resources to be gathered and included in the CSTE Public Health Law Repository to support legal agreements for data sharing.

Deliverables (Phase I)

To achieve the above objective, the consultant will:

1. Execute a signed contract with a detailed timeline for project deliverables.
2. Plan and facilitate, at least monthly, CSTE Workgroup Meetings: The Consultant will review background materials and collaborate with CSTE and the Public Health Law Center (PHLC) to prepare, co-lead and facilitate monthly meetings with CSTE, PHLC, and workgroup members consisting of at least 10 partner jurisdictions. The consultant will be responsible for facilitating the CSTE workgroup meetings throughout Phase II to ensure continued input for the virtual convenings occurring in Phase II. Specifically, these workgroup meetings will aim to:
 - Inform the development of a point-in-time assessment;
 - Facilitate peer-to-peer sharing of shared challenges and best practices related to legal agreements and identify potential legal technical assistance (TA) needs;
 - Gather information on existing legal agreement development and implementation;
 - Gather model language, model data sharing agreements, and resources to be added to the CSTE public health law repository.
3. Develop, conduct and summarize a point-in-time assessment across STLT jurisdictions to document when legal agreements are needed, commonalities during the development and approval processes, and identify at least 3 shared challenges for DUA adoption across STLT Jurisdictions. The intended respondents include epidemiologists, public health legal counsel/lawyers, data stewards and/or public health managers who support legal agreements. The consultant(s) may use the results of the assessment mentioned above to inform the format of virtual convenings in Phase II as needed.
4. Collect model legal language for legal agreements through the workgroup meetings and the assessment, such as DUAs, and other resources that may be added to CSTE's Public Health Law Repository.
5. Submit a final report summarizing recommendations from the CSTE workgroup meetings and the results of the assessment.
6. Attend monthly check-in calls with CSTE and its partners to provide regular project updates.
7. Submit timely invoices to CSTE.

PHASE II. – Facilitate least 4 virtual convenings of at least 20 STLT jurisdictions per convening and 1 in-person session at the CSTE Annual Conference in Grand Rapids, Michigan in June 2025 (Up to \$96,000 may be awarded for Phase II. CSTE is currently funded through July 31, 2025)

Objectives (Phase II)

To build relationships among public health lawyers and STLT public health managers who support legal data sharing agreements, facilitate the exchange of public health law expertise across STLT jurisdictions to representatives from across STLT jurisdictions, identify training and technical assistance needs and expand resources on legal agreements for data sharing in public health.

Deliverables (Phase II)

To meet the above-mentioned objectives, the successful applicant(s) will be required to provide the following deliverables:

1. Execute a signed contract with a detailed timeline for the project.
2. In consultation with CSTE and the PHLC, develop and facilitate at least four virtual convenings consisting of at least 20 jurisdictions in each convening. The virtual convenings may be developed in consultation with the CSTE workgroup meetings and the results of the assessment (mentioned in Phase I above). The convenings will be held for the purpose of:
 - Bringing together public health law expertise and representatives from across jurisdictions (such as public health managers, data stewards, public health lawyers, epidemiologists) to provide peer-to-peer sharing of shared challenges and best practices related to DUA adoption;
 - Identifying trainings needs on foundational legal agreements for data exchange (e.g., DSA, DUA, MOU) Identifying further potential technical legal assistance (TA) needs across STLT jurisdictions;
 - Building relationships between public health managers and epidemiologists who support data sharing legal agreements;
 - Collecting additional model agreements, such as DUAs, and other resources that may be added to the CSTE Public Health Law Repository.
3. Attend the 2025 CSTE Annual Conference to support a session aimed at bringing together public health lawyers and other public health managers. The session will address shared challenges to data use agreements across various jurisdictional risk tolerances. It will also be an opportunity to gather further feedback on the resources collected thus far. The CSTE Conference will be held in Grand Rapids, Michigan June 8-June 12, 2025. Applicants should include travel to the CSTE Conference Annual in the budget section of their application.
4. Attend the CSTE workgroup meetings mentioned in Phase I and use the workgroup discussions and assessment results to develop the agenda for the virtual convenings as needed.
5. Submit a final report summarizing recommendations from virtual convenings and the in-person session at the CSTE Annual Conference.
6. Attend monthly check-in calls with CSTE and its partners to provide regular project updates.
7. Submit timely invoices to CSTE.

Timeline*

January 8, 2025	RFP Release
February 5, 2025 5:00pm EST	Application Due Date
February 18, 2025	Notification of Award
February 24, 2024	Project Start Date for both Phases
February – July 2025 (on-going activities)	<ul style="list-style-type: none"> Attend at least monthly check-in calls w/ CSTE and its partners to provide project updates (Phase I & Phase II) Plan & facilitate monthly workgroup calls and gather continuous feedback from workgroup members (Phase I) Attend and participate in the monthly workgroup calls to collect continuous feedback related to virtual convenings and in-person session at the 2025 CSTE Annual Conference as needed (Phase II)
February-March	<ul style="list-style-type: none"> Develop and finalize questions for the point- in-time assessment with target audience (Phase I) Begin planning the first of the 4 virtual convenings (Phase II)
April	<ul style="list-style-type: none"> Conduct the point-in-time assessment with target audience (Phase I) Facilitate first virtual convening (Phase II) Submit draft of final report of recommendations from the CSTE workgroup meetings and the assessment results (Phase I)
May-June	<ul style="list-style-type: none"> Plan & facilitate remaining 3 virtual convenings (Phase II) Attend in-person session at the 2025 CSTE Annual Conference in Grand Rapids, MI (June 8-12) (Phase II) Submit draft of final report for review and feedback (Phase II)
July 2025	<ul style="list-style-type: none"> CSTE and workgroup to provide feedback on final report (Phase II) Consultant to provide up to 3 revisions of final report dependent upon CSTE and workgroup review and feedback (Phase II) Project completion. Final reports due to CSTE Phase I & Phase II Final invoice(s) for work through July 31, 2025 is due no later than August 31, 2025(Phase I & Phase II)

*Please note that the timeline is subject to change based on selected applicant

Section II. Award Mechanism

Mechanism of Support & Funds Available

CSTE will manage matters related to financial support for this project. CSTE intends to commit up to \$66,000.00 for Phase I and up to \$96,000 for Phase II to selected applicant(s) through a contractual mechanism. The final award amount is contingent upon the submission of a detailed and reasonable budget proposal to be approved by CSTE and the availability of funds. CSTE will enter into a contract with the awardee using its standard template. The successful applicant(s) is expected to return the signed contract within 30 days of receiving it. See Attachment I for CSTE's standard terms and conditions.

Section III. Eligibility Information

Eligible Applicants

Eligible applicants are non-federal professionals (including, but not limited to, those from institutions of higher education, nonprofit organizations, public health attorneys, public health agencies, or private consultants) that possess the following skills and competencies:

1. Experience working with STLT health departments and/or public health attorneys (Phase I & Phase II).
2. Advanced knowledge and demonstrated experience with public health data sharing laws and policies (Phase I & Phase II).
3. Advanced knowledge and demonstrated experience developing and conducting assessments and analysis (Phase I).
4. Advanced knowledge and demonstrated experience facilitating, convening and consensus building expertise for meetings of subject matter experts and representatives from jurisdictions (Phase II).
5. Demonstrated knowledge in developing foundational legal agreement for public health authorities (Phase I & Phase II).
6. Project management experience, including engaging with partners, as well as workgroup facilitation (Phase I & Phase II).
7. Demonstrated skills in technical writing and oral presentations (Phase I & Phase II).

Applicants who are employed or work on behalf of STLT health agencies are required to submit an outside activity form or secondary employment request (actual form may vary) that has been approved by their employer with their application.

The current CSTE policy states that contracts should not be made with former CSTE staff unless approved by the CSTE Executive Director for extenuating circumstances. Please contact Sunbal Virk at svirk@cste.org if you have any questions about this policy or to request an exemption.

Section IV. Application and Submission Information***Content and Form of Application Submission***

The application should be no longer than 15 pages if applying to 1 of the Phases; and no longer than 20 pages if applying for both Phases. Application should be written using a 12-point, double-spaced, unreduced, Times New Roman font, on 8.5x11 inch paged paper with one-inch margins. Additional pages or appendices that are not required may not be reviewed. Please include the headings below in the order listed and address all the issues included under each heading.

1. Contact Information (not included in the page limit but should be no more than ½ page)
 - a. Provide applicant contact information including email address, phone number, and mailing address. Indicate if your organization is a minority-, women-, or veteran-owned business.
2. Experience (4-page limit if applying to 1 of the Phases; 6-page limit if applying to both Phases)
 - a. Describe prior experience working on and/or knowledge about:
 - i. Project management and workgroup facilitation;
 - ii. Developing and conducting assessments with at least 60% response rate and/or convening and facilitating virtual meetings for the purpose of information sharing, consensus-building and collaboration;
 - iii. Working with STLT health departments and/or public health attorneys;
 - iv. Public health laws; with a focus on data sharing laws and regulation and foundational legal agreements, as well as barriers to and best practices for implementing legal agreements;
 - b. Include all the relevant experience of team members who would be assigned to this project.
3. Work Plan (8-page limit if applying to only 1 phase; 11-page limit if applying to both Phases):
 - a. Describe the implementation plan to complete the outlined deliverables;
 - b. Include a timeline for key activities and milestones;
 - c. Identify any potential risks to timeline;
 - d. Identify project staff assigned to each component of project.
4. Budget and Justification (3-page limit):
 - a. Provide detailed budget and budget justification (including travel to and from CSTE Annual Conference for applications for Phase II).
5. Other required documentation:
 - a. Outside activity form/secondary employment request (if applicable).

For further assistance, technical questions, or inquiries about the application, contact Sunbal Virk at svirk@cste.org. Representatives from CSTE will be available to speak to potential applicants to discuss technical or administrative questions. All questions and answers will be made available to all potential applicants upon request.

Submission Dates and Times**Submission, Review, and Anticipated Start Dates:**

- Application Submission Receipt Date: **Submissions due by 5:00 PM EST February 5, 2025**
- Award Notification Date: **February 18, 2025**
- Anticipated Start Date: **February 24, 2025**

Submitting an Application:

Application materials should be sent to Sunbal Virk at svirk@cste.org no later than **5:00 PM EST on February 5, 2025**. Applications submitted after this deadline may not be reviewed. Notification of successful receipt of the application will be sent to the applicant upon request.

Section V. Application Review Information***Criteria***

The following criteria will be used to review all submitted applications:

1. Experience
 - a. Demonstrated expertise and/or prior experience of applicant (and project staff, if applicable) in (40 points total):
 - i. Knowledge of public health data sharing laws and policies and data sharing legal agreements at STLT level (5 points);
 - ii. Knowledge and demonstrated experience developing and conducting assessments and analysis and/or convening and facilitating virtual meetings of subject matter experts and representatives from across jurisdictions (20 points);
 - iii. Project management and workgroup facilitation (5 points);
 - iv. Experience working with health departments, public health managers (including, but not limited to, epidemiologists, public health legal counsels/lawyers or data stewards) and other project partners (5 points);
 - v. Demonstrated knowledge of foundational legal agreement for public health authorities (5 points).
2. Project Plan (60 points total)
 - a. Applicant's understanding of the project and deliverables (Phase I & Phase II = 10 points);
 - b. Detailed work plan, method, and timeline for completing work in timeframes listed above (Phase I & Phase II = 35 points);
 - c. Feasibility of proposed work plan (15 points).
3. Budget and Justifications (5 points total)

Review and Selection Process

Eligible applications that are complete will be evaluated for scientific and technical merit by CSTE in accordance with the review criteria stated above. Submissions that do not comply with the technical requirements set in the RFP are considered non-responsive and will be rejected. A review panel of CSTE National Office staff, CSTE Steering Committee members, and subject matter experts may score the applications. References may be requested during the review process. Funding awards will be made based on the quality of the submitted proposal and the ability of the applicant to meet the criteria stated above.

Section VI. Additional Information***Award Notices***

All applicants will be notified via email no later than **February 24, 2025**.

Contractor Responsibilities

The award recipient will have primary responsibility for the following:

1. Accomplishing the objectives and completing the deliverables listed in this announcement for the recipient identified under this RFP;
2. Providing reports and invoices to CSTE as required in the contract agreement;
3. Communicating through multiple avenues on a regular basis for feedback and discussion (e.g., conference calls, emails, etc.);
4. Actively engaging partners and stakeholders;
5. Completing the project deliverables as described above.

CSTE Responsibilities

CSTE will have the primary responsibility for the following:

1. Serve as the awardee's principal point of contact;
2. Identify workgroup members from at least 10 different STLT jurisdictions to participate in a workgroup to provide feedback on the development of the assessment by the Consultant and to inform the virtual convenings as needed;
3. Identify at least 20 STLT jurisdictions participate in each virtual convening;
4. Facilitate work and provide avenues for communication between consultant(s) and stakeholders, including the workgroup members, providing feedback on assessment and results and the content to be included in the CSTE public health law repository;
5. Monitor the terms of the agreement;
6. Fund according to the terms of the contract agreement.

For More Information

For more information, contact:

Sunbal Virk
svirk@cste.org

ATTACHMENT I TO RFP**CONTRACT TERMS AND CONDITIONS***

*Standard Terms and Conditions may differ slightly from those presented here dependent on amount and/or type of contract. CSTE may alter these terms and conditions at any time as needed and awardees are advised to review the final terms of the conditions prior to execution.

Article I – Statement of Work

More details are set forth in Contractor’s Statement of Work as appended hereto as Attachment I.

Article II – Cost

- A. The total amount to be paid by CSTE for the performance of this General Contract Choose an item. \$.00 unless changed by written amendment to this Contract.
- B. Contractor agrees to abide by the Federal Awarding Agency’s requirements as outlined in these Terms and Conditions.

Article III – Type of Contract

This is a Choose an item. Contract.

Fixed Price. It is recognized by both parties that the actual price for this project may vary either above or below the price set forth in Article II, but will have no effect on that price, unless amended according to the terms herein.

Cost Reimbursement: If this Contract is for a set rate per hour and payment for hours incurred, payments will only be made for actual hours incurred up to the not to exceed price.

Article IV - Payment

- A. CSTE shall pay Contractor upon being invoiced by Contractor and upon approval of the invoice by CSTE. ***Invoice must include the Purchase Order #.*** Invoices shall be submitted according to the invoice schedule provided in this Contract, to:

[CSTE Project Manager Name]
Title
Council of State and Territorial Epidemiologists
2635 Century Parkway NE.,
Suite 700
Atlanta, GA 30345-3112
[@cste.org](http://cste.org)

- B. Electronic bank-to-bank payment (automated clearing house, or ACH Payment) shall be made by CSTE to the Contractor within thirty (30) days of receipt of an accepted invoice. Contractor shall deliver to CSTE the ACH Payment details in a completed CSTE ACH Payment banking form (“ACH Payment Form”) sufficiently in advance of such payment due date. CSTE is not responsible for any fees or other charges that the Contractor may incur from any bank or otherwise, as a result of using ACH Payment, or for any damages that may result

from any bank's decision to withhold or delay the release of a payment. It is the Contractor's sole responsibility to ensure that the ACH Payment information CSTE has on record remains correct.

Article V – Publicity

No Party will use the name of the other in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

Article VI – Governing Laws

This Contract shall be governed and construed in accordance with laws of the State of Georgia.

Article VII – Regulatory Compliance

The Contractor agrees to comply with and abide by all relevant and applicable laws and regulations of federal, state, and local governments/agencies.

Article VIII – Rights in Data, Publication, and Copyright

Contractor agrees that CSTE shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by CSTE in the performance of the project and developed using CSTE facilities and personnel ("CSTE Technology"). CSTE agrees that Contractor shall own the entire right, title, and interest, including all patents copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor personnel, or conceived or developed using Contractor facilities under this Agreement ("Contractor Technology"). Additionally, the Parties agree that they will jointly own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data jointly conceived or developed by the parties in the performance of the project ("Joint Technology").

Each Party further agrees to acknowledge the other Party's participation in the project in scholarly publications, in listings of sponsored research projects, and for other academic purposes. Federal grant and cooperative agreement funds and support shall be acknowledged, as appropriate and directed by the CDC, in any publication written or published by Contractor, for the purpose of reporting the results of or describing a federal grant or cooperative agreement supported activity.

The acknowledgement shall include the following information: "This publication (journal article, etc.) was supported by Cooperative Agreement number NU38OT000297 from The Centers for Disease Control and Prevention (CDC) and CSTE and does not necessarily represent the views of CDC and CSTE".

The provisions of this Article shall survive the expiration or termination for any reason of this Contract.

Article IX – Intellectual Property

Each Party's existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this Agreement shall remain exclusively their own in accordance with 37 CFR Part 401. Any IP developed in whole or in part in connection with this Contract shall be jointly owned by both Parties. As such, Contractor, CSTE and CSTE's prime funder reserve a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and to authorize others to use the work for non-commercial purposes.

The provisions of this Article shall survive the expiration or termination for any reason of this Contract.

Article X – Termination

- A. Either Party may terminate this Contract hereto by giving written notice to the other party fifteen (15) days in advance of a specified date of termination. If this Contract is over \$10,000, CSTE retains the right to terminate for convenience on behalf of the Federal Government.
- B. If Contractor fails to perform to CSTE’s satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, CSTE may either: (a) terminate the Contract with written notice, effective immediately or (b) enforce the terms and conditions of the Contract.
- C. Upon receipt of such notice from CSTE, Contractor shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Contract and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.
- D. CSTE shall remain liable for all costs incurred under this Contract, including any of the above-mentioned commitments entered into by Contractor in good faith prior to the receipt of the termination notice, unless such termination is the result of a material breach by the Contractor in which case Contractor agrees that it alone is responsible for the expenses and costs incurred and that CSTE has no liability for such costs.
- E. Upon payment of such costs, CSTE shall be entitled to, and Contractor agrees to deliver, the information and items, which, if the project hereunder had been completed, would have been required to be furnished to CSTE.

Article XI – Non-Solicitation Agreement

During the term of this Contract and for one (1) year thereafter, Contractor will not offer work to, solicit or induce for employment, employ, or contract with, personnel of CSTE, without first obtaining the written consent of applicable CSTE Managing Directors.

Article XII – Independent Contractor

- A. In the performance of all services hereunder, Contractor is not an employee of CSTE and is deemed to be and shall be an independent contractor.
- B. No Party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of any other. Moreover, the Parties agree that CSTE does not dictate or interfere with how Contractor manages their business. Contractor at all times retains the right to work for other clients. As provided under the Department of Labor’s Fair Labor Standards Act guidance, Contractor retains full management of its business, including: 1. Its ability to manage its business for profit or loss 2. the sole responsibility for investing capital into its business and exploring opportunities to expand its market base. The Contractor’s relationship with CSTE will not extend beyond the Period of Performance of this Contract, The Contractor is engaging in work that is incidental to CSTE’s overall mission or business. The Contractor is entering into this Contract fully skilled and able to perform the obligations under this Contract. The Contractor is the sole determinator of its business (hours of work, marketing, workspace, equipment, supplies, taxes and insurance etc).

Article XIII – Indemnification

- A. CSTE assumes all risks of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act of omission of Contractor and shall indemnify and hold Contractor harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.
- B. Contractor assumes all risk of liability with respect to its performance of any activity relating to this project, other than liability arising out of any act or omission of CSTE and shall indemnify and hold CSTE harmless from all liability arising out of acts or omission of Contractor, its employees and agents.

Article XIV – Nondiscrimination and Affirmative Action Anti-Racism and Affirmative Action/Equal Employment Opportunity

The Contractor acknowledges and agrees that it has implemented, or will commit to implement, policies strictly prohibiting discrimination, harassment, and bullying based on race, color, or national origin, including as it relates to hiring, promotion, pay, benefits, and other employment-related activities.

Contractor shall flow down the below provision to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

Contractor certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following Acts:

- Title VI of the Civil Rights Act of 1964 as amended
- Executive order 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended
- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972

Article XV – Contractor Certifications**A. Debarment and Suspension**

Contractor certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible for the awards of Contracts, by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

B. Certification of Non-Delinquency of Federal Debt

The Contractor certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

C. Certification of Drug-Free Workplace

Contractor certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

D. Certification Regarding Lobbying

If this contract exceeds \$100,000, Contractor certifies its compliance with the Byrd Anti-Lobbying Amendment and certifies to CSTE that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Furthermore, the Contractor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and understands that such disclosure is forwarded from tier to tier up to the non-Federal award/Company.

E. Conflicts of Interest

The Contractor must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Contractor may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

F. Misconduct in Science

The Contractor certifies that it has established administrative policies as required by 42 CFR § 93.103.

G. Against Prostitution and Sex Trafficking

None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits,

condoms, and when proven effective, microbicides.

The following definitions apply for purposes of the above provisions:

- i. “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.
- ii. “Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.
- iii. “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

H. Procurement of recovered materials.

Company and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the [non-Federal entity](#) should, to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [subawards](#) including all [contracts](#) and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loans or grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain, or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Article XVI – Changes

The Contract may be modified or amended if the amendment is made in writing and signed by both Parties.

Article XVII – Retention and Access to Records

The Contractor shall retain records pertinent to this project for 3 years after the end of the project unless any litigation, claim, financial management review, or audit is started before the expiration of the 3-year period. In the case of any of these actions, records shall be retained until all actions have been resolved. Recipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XVIII – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this Contract exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XIX – Smoke-Free Workplace

Contractor agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, restrooms, cafeterias, and other public spaces.

Article XX – Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)

The Contractor must disclose, in a timely manner in writing to CSTE (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (45 CFR 75.113)

Disclosures must be sent in writing to the CSTE and to the HHS OIG at the following addresses:



CSTE Office of Grants and Contracts

ATTN: Jackie McClain, Director, Grants and Contracts
2635 Century Parkway Suite 700
Atlanta GA 30345 Email: jmclain@cste.org

U.S. Department of Health and Human Services Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW Cohen Building, Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Article XXI – Confidentiality

Both Parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other Party's business. Both Parties agree to treat all such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract.

Article XXII – Severability

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Article XXIII - Warranty

Contractor shall provide that any services provided under this Contract will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this Contract shall meet the merchantability and fitness standards for the intended purpose.

[END OF EXAMPLE TERMS AND CONDITIONS]