

Solicitation No.: FSIS-02152022
Issuance Date: 15 April 2022
Closing Date/Time: **16 May 2022 at 2pm (EST)**

SUBJECT: Solicitation for Applications for funding: Salmonella Risk Assessment - FSIS
Department of Agriculture's Food Safety and Inspection Service

Ladies/Gentlemen:

The United States Government, represented by the USDA's Food Safety and Inspection Service, is issuing Amendment One for solicitation: FSIS-02152022. Amendment One includes the following updates:

- The solicitation has been updated to provide greater details of the Government's requirements.
- Terms and conditions have been incorporated
- Non-disclosure and Conflict of Interest forms have been incorporated.
- A question-and-answer period has been incorporated

The question-and-answer period has been incorporated to provide potential Cooperators the opportunity to ask clarifying questions regarding the solicitation and the Government's requirements. Additionally, general questions can be submitted; it is the Government's intent to respond to all questions. The questions and answers to all questions will be posted publicly after removing all identifiable information.

All questions must be submitted via email to George Baptist III at George.baptist@usda.gov on or before **2pm (EST) on 25 April 2022**. All submission shall have the title "FSIS-02152022 Questions" in the subject line.

The Government anticipates posting responses to the questions via a second amendment on **04 May 2022**. Additionally, all applications for funding must be submitted via Grants.gov by **2pm (EST) on 16 May 2022**.

Thank you in advance for your participation, the Government looks forward to receiving your applications.

Sincerely,

GEORGE BAPTIST  Digitally signed by GEORGE BAPTIST
Date: 2022.04.15 16:19:06 -04'00'

George D. Baptist III
Senior Contracting Officer, USDA, FSIS



United States Department of Agriculture

Food Safety and Inspection Service

FSIS *Salmonella* Risk Assessment Cooperative Agreement Announcement

FSIS-02152022 FSIS

Application Due Date: 05/16/2022

V3 - 04/15/2022

OVERVIEW

Participating Organization(s)

United States Department of Agriculture (USDA)

Components of Participating Organizations

Food Safety and Inspection Service and Office of Public Health Science
(FSIS, OPHS)

Notice of Funding Opportunity (NOFO) Title

FSIS *Salmonella* Risk Assessment Cooperative Agreement Announcement

Activity

Research Related - Cooperative Agreements

Notice of Funding Opportunity Type

New

Renewal

Agency Notice of Funding Opportunity Number

FSIS-02152022 FSIS

Category of Funding Activity:

Health

NOFO Purpose

To support development of novel production to consumption risk models to estimate reductions in foodborne illness through the control of *Salmonella*.

Key Dates

Publication Date:

To receive notification of any changes to FSIS-02152022 FSIS return to the synopsis page of this announcement at www.grants.gov and click on the "Send Me Change Notification Emails" link. An email address is needed for this service.

***Salmonella* Risk Assessment Cooperative Agreement Announcement:** 03/2/2022

Deadline for Submission of Proposals: 05/16/2022

Preliminary Notification of Selected Proposals: 05/31/2022

Estimated Start Date: 06/17/2022

Expiration Date: 04/14/2023

Due Dates for E.O. 12372: E.O. 12372 does not apply to this program

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A. PROGRAM DESCRIPTION

The Food Safety and Inspection Service (FSIS) is the public health agency in the United States Department of Agriculture (USDA) responsible for ensuring the safety of meat, poultry, and egg products.

The Office of Public Health Science (OPHS)—one of many program areas supporting FSIS’ mission—brings public health leadership to FSIS to assure the establishment and support of scientifically sound food safety programs. The OPHS Risk Assessment and Analytics Staff (RAAS) conducts scientific risk assessments and develops new analytic methods for assessing risks of biological and chemical hazards in meat, poultry and egg products that inform risk management decisions and risk communication activities. RAAS’ scientific and technical analyses guide, support and enhance FSIS public health goals as they relate to regulatory initiatives, internal policymaking, data collection, research priorities, and the FSIS food safety goals.

Authorizing Statutes/Regulations

FSIS has the legal authority to regulate meat, poultry and egg products, based on the Federal Meat Inspection Act (FMIA), Poultry Products Inspection Act (PPIA), and the Egg Products Inspection Act (EPIA) which were enacted by Congress.

- Federal Meat Inspection Act (FMIA)
(21 USC 601 et seq.) (1906)
- Poultry Products Inspection Act (PPIA)
(21 USC 451 et seq.) (1957)
- Egg Products Inspection Act (EPIA)
(21 USC 1031 et seq.) (1970)

Each of these Acts are intended to protect the health and welfare of the consuming public by preventing the introduction of adulterated or misbranded meat, poultry or egg products into commerce.

FSIS recently announced it will develop a stronger and more comprehensive food safety framework for the control of *Salmonella* in poultry. Several initiatives are underway to incorporate the latest science, data and laboratory technology into FSIS’s decision-making to identify ways to control *Salmonella* in poultry and reduce foodborne illness.

FSIS is developing two separate risk assessment models, in chicken and in turkey. These production-to-consumption risk models will estimate reductions in foodborne illness attributed to chicken and to turkey resulting from control of *Salmonella*. Specifically, the models will predict the impact of:

- controlling *Salmonella* prevalence, levels (enumeration), and subtypes of public health concern pre-harvest and post-harvest,
- implementing preharvest controls, post-harvest controls, and combined pre- and post-harvest controls, and
- establishing criteria limiting *Salmonella* prevalence, levels and/or subtypes, or requiring a specified reduction in a relevant indicator organism.

Inputs will include prevalence, levels, and subtypes of *Salmonella* at various points in the production-to-consumption chain, along with pre-harvest and post-harvest production practices. FSIS will be able to use FSIS-generated data for some of the model inputs. Other inputs may be informed by published scientific studies, or expert elicitations. Outputs will include prevalence and levels of *Salmonella*, and *Salmonella* subtypes, at other points in the chain and the corresponding predicted public health impact, i.e., reduction in foodborne illnesses, of *Salmonella* control strategies. In this way, the risk assessment models enable FSIS to assess risk management options.

The purpose of this announcement is to advertise opportunities to parties who are interested in partnering with OPHS to provide research services to address the key objectives and focus areas in FSIS' goal to build a stronger framework for the control of *Salmonella* in poultry.

Before any information is released to the public or disseminated to individuals beyond authorized users under the cooperative agreement, the Cooperator must submit to FSIS draft copies of all papers, publications and/or products to be reviewed, strictly for confidentiality purposes. In addition, FSIS will review draft papers, publications and/or products to ensure consistency with the scope of the purposes described above. We encourage applications from multi-disciplinary teams, to ensure we have the broad expertise needed. Applications from minority serving institutions are encouraged.

FSIS seeks a collaboration in the following areas:

- 1) **Existing Industry Data.** FSIS is seeking to collaborate with researchers who can gather and analyze data from the chicken and turkey industries. This would include data considered proprietary in nature. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) must be adhered to throughout the life of the agreement. FSIS considers data generated by producers and processors of poultry potentially useful in developing these production-to-consumption risk models. For FSIS to effectively evaluate risk management options, it is essential to learn more about current prevalence and levels of *Salmonella* and *Salmonella* subtypes across the industry, the types of industry practices and food safety controls that are currently being used, and effects of these practices and controls. The following are **examples** of the types of data that could be useful in developing a production-to-consumption process simulation risk assessment model to assess the effects of FSIS risk management options:

1. Preharvest
 1. Proportion and effectiveness of preharvest controls being used and whether these controls have different effects on different *Salmonella* subtypes:
 - (1) vaccination
 - (2) biosecurity
 - (3) feed
 - (4) water treatments
 - (5) probiotics/prebiotics
 - (6) bird density
 - (7) bedding management
 - (8) waste management
 - (9) other specific *Salmonella* control strategies on the farm
 2. Proportion and types of pre-harvest testing and the results of such testing.
2. Postharvest
 1. Effectiveness of postharvest controls and whether these controls vary based on differences in subtypes:
 - (1) staging slaughter of more highly contaminated flocks
 - (2) chemical interventions, high-pressure pasteurization, irradiation, ozone, or other treatments (refer to the [FSIS Guideline for Controlling *Salmonella* in Raw Poultry: FSIS-GD-2021-0005 \(usda.gov\)](https://www.fsis.usda.gov/food-safety-inspection-service-regulatory-requirements/poultry-processing-efis-2021-0005) for additional guidance)
 2. Types and results of testing (pathogens, indicator organisms):
 - (1) products
 - (2) frequency
 - (3) serotyping
 - (4) concentrations/levels
 - (5) whole genome sequencing
 3. Average monthly volume
 4. Line speeds
 5. Incoming product specifications
 - (1) Aerobic Plate Count (APC) load
 - (2) *Salmonella* prevalence
 - (3) *Salmonella* subtype
 6. Type of laboratory support (*e.g.*, data from accredited lab or whether AOAC-approved methods were used).
 7. Process control indicators – results and consequences of testing for:
 - (1) APC
 - (2) generic *E. coli*
 - (3) *Salmonella*
 - (4) other

8. Hazard Analysis and Critical Control Point (HACCP) validation and verification.
9. Lotting practices
10. Bird characteristics (e.g., age, weight, genotypic resistance to *Salmonella* enteric colonization)

Because controls of levels and/or subtypes of *Salmonella* are possible risk management options, data related to levels or subtypes of *Salmonella* are especially important. Cooperators should describe what and how much data they will analyze and how they will summarize the data in a form suitable for use as inputs to the risk assessment models. Data sets should be complete. FSIS encourages submissions from applicants who can provide data that are representative of the industry both geographically and seasonally. Ideally data sets would represent large, small and very small establishments.

Additionally, Cooperators should describe their relationships with the poultry industry (both chicken and turkey), their previous experience collecting and analyzing data, and how they will ensure that data they collect remain confidential. Specifically, the Cooperator may include excerpts of information in its research results for the USDA and/or for disclosure in USDA publications, BUT MAY NOT, under any circumstances: (i) identify any retailer or manufacturer, (ii) disclose any retailer-identifiable or manufacturer-identifiable information, including specific brands or product names and/or (iii) disclose any market share data at the retailer, brand, or item level in any market.

FSIS understands that the data may be proprietary or viewed as confidential business information. Pursuant to USDA's Freedom of Information Act (FOIA) regulations (7 CFR 1.1 et seq.), FSIS is responsible for making the determination with regard to the disclosure or nondisclosure of information in agency records that has been submitted by a Cooperator. When, in the course of responding to a FOIA request, FSIS cannot readily determine whether the information obtained from a person is confidential business information, the Agency will seek to obtain and carefully consider the views of the submitter of the information and provide the submitter an opportunity to object to any decision to disclose the information. FSIS will protect Cooperators' confidential business information from public disclosure to the extent authorized under FOIA and in conformity with USDA's FOIA regulations.

- 2) **Dose Response:** An important part of the risk assessment models described above is how the dose of *Salmonella* to which people are exposed affects the probability of their becoming ill. In the past, FSIS has used the dose-response relationship developed by the World Health Organization¹ to predict human illnesses. This dose-response relationship, however, is based on combined information for all *Salmonella* subtypes, with no information on any subtype-specific dose-response. In order to evaluate risk management options that consider the public health impact of controlling one or more specific *Salmonella* subtypes in poultry, FSIS seeks

¹ Ad Hoc Expert Consultations on Risk Assessment of Microbiological Hazards in Foods, Report of the Joint FAO/WHO Expert Consultation on Risk Assessment of Microbiological Hazards in Foods, FAO Headquarters, Rome, Italy, 17 - 21 July 2000 [Report of the Joint FAO/WHO Expert Consultation on Risk Assessment of Microbiological Hazards in Foods](#)

assistance developing a dose-response methodology that considers differences in virulence among *Salmonella* subtypes. Applicants should describe their experience in developing dose-response relationships and describe one or more approaches that account for differences in subtype. The Cooperator will be expected to develop one or more methodologies for relating risk of illness to subtype- specific doses of *Salmonella*, and to work with FSIS to incorporate the dose-response relationships into the models.

B. FEDERAL AWARD INFORMATION

Available Funding

Total funding for this program is \$295,000, including direct and indirect costs.

Start Dates

June 17, 2022

Performance Periods

The anticipated period of performance is from June 17, 2022, to April 14, 2023 (9 months) with the possibility of a no-cost extension for up to 3 months

Number of Awards:

1

Type of Award

This award is a cooperative agreement with substantial involvement of the awarding Agency. The Awardee should expect to have a project officer assigned to them for regular discussions and to have subject matter experts (scientists, risk assessors, statisticians) from FSIS assist, guide, and/or coordinate project activities to meet FSIS risk assessment goals.

Procurement Contracts

The Agency does not expect to award procurement contracts associated with this NOFO.

Eligibility of Renewal or Supplemental Project Applications

Applications for renewal or supplementation of existing projects are eligible to compete with applications for new Federal awards. An application for renewal means an application submitted to continue an existing agreement that meets the objectives and requirements of this NOFO. An application for supplementation of an existing project means an application to add components to an existing agreement so that it would meet the objectives and requirements in this NOFO.

Substantial Involvement

- Initial meeting between FSIS and Cooperator to launch the Cooperation – within 30 days of award date.
- **Q4 FY22 – Q2 FY23** This period will comprise the majority of the work to be done:
 - Cooperator gathers, cleans/formats, and analyzes available industry data (industry practices and microbiological data for flocks and poultry) and provides relevant summary statistics and supporting contextual information, working closely with FSIS as an integral part of the project team to incorporate this information into the exposure models. The Cooperator and identified partners under the cooperative agreement will have substantial involvement with FSIS in the conduct of both quantitative risk assessments – one for *Salmonella* in chicken and one for *Salmonella* in turkey.
 - Cooperator considers the available scientific data and develops a *Salmonella* dose-response relationship that takes into consideration differences in strain virulence, working closely with FSIS as an integral part of the project team to discuss, evaluate and consider the supporting evidence (strengths and limitations), characterize the uncertainty in the dose-response relationship, and develop options to ensure the dose-response relationship is “fit-for-purpose”.
 - FSIS also encourages the Cooperator to be an integral part of the FSIS-led project team developing these risk assessments. This includes:
 - participating in consideration of the current science,
 - identify and evaluate modeling approach and mathematics, and/or
 - supporting model simulation (scenario analyses, uncertainty analyses, sensitivity analyses).

Information Dissemination and Disclosures

Note that the risk assessments, including model mathematics and/or source code, data analyses, and/or preliminary draft reports, and all other products of the cooperative agreement, developed under this cooperative agreement are considered by the Office of Management and Budget (OMB) to be highly influential (i.e., they inform major U.S. food safety policies). In compliance with OMB requirements, FSIS must ensure those involved in the cooperative agreement do not disseminate, discuss, make public or use any part or portion of the risk assessments, internal deliberations or confidential data prior to clearance of these risk assessments by OMB to inform FSIS’ proposed policies. The Cooperator will have to ensure that stakeholders who partner with them (e.g. U.S. chicken or turkey industries or consumer advocacy group in food safety) do not have access to any part or portion of the risk assessments, deliberations on these risk assessments, or enable access to them or the deliberations on them or by others who those affiliated with them (e.g., through other funding or partnerships) until they are cleared by OMB.

The Cooperator is welcome to utilize the risk assessments (e.g., source code/models) once they are public and the Cooperator can develop subsequent publications on this science in the literature. Any work that was done under the cooperative agreement in partnership with FSIS should be acknowledged and government cooperators be given authorship. If used in subsequent works, any models developed under the cooperative agreement should be cited and acknowledged as completed under the cooperative agreement with appropriate attribution to all authors, including federal ones.

- **Q1 FY23 – Q2 FY23**
 - Actively contribute to sections of the risk assessment reports, to specifically include documentation of industry data collection and analyses and documentation of the dose-response model used in the risk assessment (relevant data and science, mathematics, and validation and/or calibration)
- **Q2 FY23 – Q3 FY23**
 - In partnership with FSIS, respond to internal and independent external peer review comments and make changes to the risk assessments and models as needed based on reviews; resulting in final risk assessment models and documentation of revisions to the risk assessment/risk models in a *Response to Peer Review Comment* document.

C. ELIGIBILITY INFORMATION

Eligible Applicants

Academic institutions, relevant non-government organizations, independent consultants specialized in microbial risk assessments for food safety, and/or multi-disciplinary groups that bridge the areas of expertise and responsibilities are sought as a Cooperator on this work. Awardee must be a U.S. organization. Applications received by the deadline missing either a section or required document will not be reviewed.

Cost Sharing or Matching

Cost sharing is not expected and will not be used as a factor during the merit review of any application hereunder.

D. APPLICATION AND SUBMISSION INFORMATION

Instructions for Proposal Submission

The documents listed below must be submitted for a complete application. All proposals should be submitted electronically to the FSIS mailbox: George.baptist@usda.gov.

Page Limitations

There is a 20-page limit for the Project Description section.

Supplemental materials (e.g., CVs, publications, etc.) should not exceed 30 pages for a total of limit of a proposal of 50 pages, not including the required forms under Section D.4.

Format

Paper Size - 8 ½ by 11 inch

Margin - 0.75 inch

Font - Calibri or Times New Roman, 11-point or greater

Spacing – single-spaced

Required Proposal Forms

Submitted proposals should include the following sections and required forms listed in this announcement. The required forms are available on [Grants.gov](https://www.grants.gov). However, all applications must be submitted electronically to the FSIS mailbox: George.baptist@usda.gov.

If an Applicant does not have access to the internet, the Applicant can request a hardcopy of the full NOFO by calling (202) 309-9141 between 9:00 A.M. and 5:00 P.M. EST or by contacting OPHS in writing at:

Joanna Zablotzky Kufel, Director
1400 Independence Ave, SW
Room 341-E, J.L. Whitten Building
Washington, DC 20250

All forms must have signatures from the proper officials at the submitting location. All proposals must be submitted as a PDF.

Application Package

This NOFO constitutes the full application package.

1) Abstract

- May not exceed 300 words.

2) Project description

Proposals should describe:

- Data that will be provided, which is representative of the chicken and turkey industries and describe how it may be used in risk assessment models.
- Dose-response methodology that considers differences in virulence among *Salmonella* subtypes.
 - See 1) and 2) in the Program Description for additional details of FSIS needs.

3) Budget explanation

- Narrative of the allocation of funds

4) Forms

- SF424 Application for Federal Assistance
- SF424A Budget Information for Non-Construction Programs
- SF424B Assurances for Non-Construction Programs
- Senior/Key Personnel Profile (Research & Related (R&R) Form)

- Include information, including resumes, on the Project Director/Principal Investigator *and* from those personnel most directly involved in the project activities.
- ATTACHMENT A Non-Disclosure Agreement
- ATTACHMENT B Conflict of Interest Form
- USDA AD-1047 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- USDA AD-1049 Certification Regarding Drug-Free Workplace Requirements
- Grants.gov (GG) Lobbying Form Certification Regarding Lobbying
- Standard Form LLL (SFLLL) Disclosure of Lobbying Activities (if required)

Unique entity identifier and System for Award Management (SAM)

Each applicant (unless excepted) is required to be registered in the SAM (System for Award Management) before submitting its application. The application must include a valid unique entity identifier and the applicant must continue to maintain an active SAM registration with current information at all times during the award period. The status of an applicant's SAM registration may be used in the determination of an award. FSIS will not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements.

Submission Dates and Times

Application Due Date: All proposals are to be submitted electronically to the FSIS mailbox George.baptist@usda.gov and *must be received* and be complete by 11:59 PM Eastern Standard Time, May 16, 2022.

Intergovernmental Review

This initiative is not subject to intergovernmental review.

Funding Restrictions

- No construction costs are allowed.
- No pre-Federal award costs allowed.
- No travel costs should be included in the proposal.

FSIS cooperative agreement funds may only be used for the purposes set forth in the award and must be consistent with the statutory authority for the award. Cooperative agreement funds and non-monetary support may not be used for matching contributions for other Federal grants or cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. Federal funds may not be used to sue the Federal Government or any other government entity. If an Applicant is selected for an award, the Applicant must acknowledge that no pre-award or travel costs are included in this award.

Other Submission Requirements: None

E. APPLICATION REVIEW INFORMATION

Criteria

The Review Board will evaluate complete proposals based on the selection factors in Attachment C.

Review Process

- Will be reviewed by FSIS personnel from multiple offices.
- Will be scored by individual reviewers based on the criteria in Attachment C and given an overall average score.

Simplified Acquisition Threshold

The Federal awarding agency, prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently Federal Awardee Performance and Integrity Information System (FAPIIS)) (see 41 U.S.C. 2313);

An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM; and

The Federal awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in §200.205 Federal awarding agency review of risk posed by applicants.

Anticipated Announcement and Federal Award Dates

- *Salmonella* Risk Assessment Cooperative Agreement Announcement – **March 2, 2022**
- Deadline for Submission of Proposals – **May 16, 2022**
- Preliminary Notification of Selected Proposals – **May 31, 2022**
- Award Date – **June 17, 2022**

F. FEDERAL AWARD ADMINISTRATION INFORMATION

Federal Award Notices

The official and binding notice of award signed by a representative of FSIS' Administrative Services Division (ASD) will be provided after review of all proposals and selection of the awardee. As such, the selection notification is not an authorization to begin performance. Any pre-award costs incurred by the awardee will not be reimbursed. The Notice of Grant and Agreement Award (ADS-093) signed by the authorized agency official is the only authorizing document and will be provided electronically to the entity's authorized official for signature.

Both successful and unsuccessful applicants will be notified of the award decision via letter.

Administrative and National Policy Requirements

This cooperative agreement will be administered under the guidance of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance 2014, available at Grants.gov).

Below are listed some of the pertinent conditions that will be followed.

Cooperative Agreement Terms and Conditions of Award

Program monitoring of the award recipient will be conducted on an ongoing basis. Written reports will be reviewed and evaluated quarterly by the FSIS project officer. Project coordination will occur bi-weekly, at a minimum, in the form of telephone conversations/virtual meetings between the project officer (PO)/grants management specialist and the project director/principal investigator.

The administrative and funding instrument used for this program will be the cooperative agreement, an “assistance” mechanism (rather than an “acquisition” mechanism), in which substantial FSIS programmatic involvement with the awardee is anticipated during the performance of the activities. Under the cooperative agreement, FSIS’ purpose is to support and stimulate the recipient’s activities by involvement in and otherwise working jointly with the award recipient in a partnership role; it is not to assume direction, prime responsibility, or a dominant role in the activities.

An FSIS PO will have substantial programmatic involvement that is above and beyond the normal stewardship role in awards as described below. The PO is the official responsible for the programmatic, scientific, and/or technical aspects of assigned applications and grants. The PO’s responsibilities include, but are not limited to, post-award monitoring of project/program performance and reviewing progress reports.

Reporting

Performance reports

- Required to be submitted by the Cooperator electronically
- Required 30 days after the end of each quarter
 - Due Dates:
 - July 30, 2022
 - October 30, 2022
 - January 30, 2023
 - April 30, 2023

Financial status (SF-425)

- Required to be submitted by the Cooperator electronically
- Required 30 days after the end of each quarter
 - Due Dates:
 - July 30, 2022
 - October 30, 2022

- January 30, 2023
- April 30, 2023

Financial reports

- Required electronically through the Payment Management System (PMS)
- Final performance and financial report
 - Required within 120 days of the end of the award period
 - Award Period: June 17, 2022 - April 14, 2023.
 - Final Performance/Financial Report Due: July 16, 2023

*Submissions should be sent to Joanna Zablotzky Kufel at Joanna.zablotsky-kufel@usda.gov.

Reports should include, at a minimum, the following information:

- **Reporting period** (e.g., Q1, FY2023)
- **Status:**
 - Provide a brief summary of the progress made on the cooperative agreement, in relation to the objectives and goals, for the reporting period indicated. The progress on each task, as well as the project as a whole, should be approximated in percentage of completion.
- **Progress in Reporting Period**
 - Provide a list of each task or phase planned for the reporting period, along with a description of the work completed on each. If any tasks could not be completed as planned, an explanation of why the task could not be completed should be provided.
- **Activities Planned for Next Reporting Period**
 - Describe the proposed activity for each task or phase, as appropriate, for the next reporting period. Indicate if any barriers are anticipated in the next reporting period, and how, if possible, those barriers can be mitigated.
- **Findings**
 - Describe any significant technical information, findings, or implementation resulting from work conducted during the period or to date.
- **Anticipated Problems/Course of Action**
 - Describe any administrative or technical problems in the conduct of the project. Explain the need for any anticipated or imminent changes in project scope, time, or cost.
- **Contact Information**
 - Name and title of the person preparing the report.

G. FEDERAL AWARDING AGENCY CONTACT(S)

We encourage inquiries concerning this funding opportunity and welcome the opportunity to answer questions from potential applicants.

- **Science-related questions:**

Joanna Zablotzky Kufel, Director, Risk Assessment and Analytics Staff (RAAS), FSIS

Email: Joanna.zablotzky-kufel@usda.gov

Phone: 202-309-9141

- **Technical/administrative question related to the cooperative agreement:**

George Baptist III, Branch Chief, Administrative Services Division, FSIS

Email: George.baptist@usda.gov

Phone: 202-604-6767

For more information about FSIS please visit: <https://www.fsis.usda.gov/>

FY 2022 GENERAL GRANT AND COOPERATIVE AGREEMENT TERMS AND CONDITIONS

By accepting funds under this award from USDA's Food Safety and Inspection Service (FSIS) the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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I. GOVERNING AUTHORITIES

A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and FSISFSIS' implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and FSIS' implementing regulations, as applicable.

B. OTHER APPLICABLE TERMS AND CONDITIONS

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and the agency's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations. 2 CFR Part 200 was amended on August 2020. Please refer to Section III.O below.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms

and Conditions and Program Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these FSIS' General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program Specific Terms and Conditions;
4. The Notice of Funding Availability;
5. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. Grant Certification and Assurances.

C. ORDER OF PRECEDENCE

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award and Signature Page; (d) FSIS Program Specific Terms and Conditions, (e) FSIS General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

II. GENERAL TERMS AND CONDITIONS

A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of FSIS. The recipient is accountable to FSIS for its operation of the program and the use of FSIS award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of FSIS on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to FSIS.
2. **Subawards.** If authorized by law and permitted by FSIS, a recipient may make subawards in accordance with the requirements set forth in the

Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.331 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR § 200.331, §200.207, § 200.338, and 2 CFR Part 200 Subpart F.

3. **Notice to FSIS.** The recipient will notify the appropriate FSIS Program Manager immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the FSIS Program Manager about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation. Recipients should also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. H.

B. FINANCIAL MANAGEMENT STANDARDS

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR§ 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR§ 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double-charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).

3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs) semi- annually through FSIS' eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, FSIS will be requesting randomly selected recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). FSIS expects recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.*
4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.333-200.337 and §200.331(a)(5). Additionally, a recipient acting as a pass- through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

C. CHANGES IN BUDGET OR KEY PERSONNEL

All budget and programmatic changes must comply with 2 CFR § 200.308 – Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) – provides an exhaustive list of those other items requiring FSIS' advance approval.

D. BANKRUPTCY

The recipient must notify FSIS if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

E. PROHIBITED PROGRAM ACTIVITIES

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of FSIS funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in FSIS' Program Specific Terms and Conditions and in other guidance.

F. THE OFFICE OF INSPECTOR GENERAL

FSIS' Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of FSIS' programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in FSIS' programs and operations.

The OIG conducts and supervises audits of FSIS recipients, as well as legally required audits and reviews. The legally required audits include evaluating FSIS' compliance with the Improper Payments Elimination and Recovery Act (IPERIA) which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from FSIS management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with FSIS requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

G. RECOGNITION OF FSIS SUPPORT

1. **General Statement.** Recipients and subrecipients of federal agency FSIS assistance or resources shall identify their programs, projects or initiatives as FSIS or FSIS Seniors programs or projects accordingly. All agreements with subrecipients, operating sites, or service locations, related to FSIS programs and initiatives must explicitly state that the program is an FSIS or FSIS Seniors program.

Similarly, recipients and subrecipients shall identify all national service members or volunteers serving at their programs, projects or initiatives as either FSIS members, FSIS Seniors volunteers, Day of Service

volunteers or where appropriate for Volunteer Generation Fund simply “volunteers.”

2. **Visual Representations and Prominent Display.** Recipients shall identify their programs, projects, or initiatives, and their members or volunteers, through the use of visual representations, including: logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current FSIS branding guidelines, which include proper logo use and cobranding requirements. Please contact your FSIS Program Manager for assistance.

All recipient and subrecipient websites and social media communications shall clearly state, as appropriate, that they are an FSIS recipient or funded by a grant from FSIS and shall prominently display the FSIS or FSIS logo.

Recipients and sub-recipients shall prominently display the FSIS, name and logo on all service gear and public materials, in accordance with FSIS’ requirements.

3. **Acknowledgement and Disclaimer on Published Materials.** The appropriate FSIS logo shall be included on publications related to an award of FSIS assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

This material is based upon work supported by FSIS under Grant No(s) []. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, FSIS.”

4. **Alteration of Brand Identities Prohibited Without FSIS Written Permission.** Recipients may not alter the FSIS logo or other FSIS branding and must obtain written permission from FSIS before using the FSIS name or logo on materials that will be sold. Recipients must also obtain written permission from FSIS before permitting donors to use the FSIS name or logo, or the FSIS Seniors name or logo in promotional materials.
5. **Prohibited Use or Display of Names and Logos for Certain Activities.** The recipient or subrecipient may not use or display the FSIS name or logo, or the FSIS Seniors name or logo in connection with any activity prohibited by statute or regulation, including any

political activities.

I. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG and their Project Manager without delay when they first suspect:

1. Any criminal activity or violations of law has occurred, such as:
 - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including FSIS personnel, grantees, or contractors—even if no federal funds or property was involved;
 - Submission of a false claim or a false statement by any person in connection with any FSIS program, activity, grant or operations;
 - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
 - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
 - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
 - Mismanagement, abuse of authority, or other misconduct by FSIS personnel.
2. Fraud, waste, or abuse.
 - Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
 - Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
 - Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by telephone at (202) 720-8001. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

The recipient should take no further steps to investigate suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

J. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. An employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of FSIS or the successful performance of a contract or award of FSIS) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.
3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/whistleblower-protection>.

K. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

L. AWARD MONITORING

1. **Site visits.** FSIS may make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.
2. **Desk reviews.** FSIS may conduct desk reviews to make limited verifications of recipient compliance with the terms of their award, conduct

a review of the recipient's general management practices, and identify any practice or procedure that may require further scrutiny.

3. **Responding to information requests.** Pursuant to 2 CFR 200.336, FSIS may from time-to-time request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. ***Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.***

M. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (FSIS State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (FSIS VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and FSIS, and briefly explain procedures for filing discrimination complaints with FSIS.

Sample language is:

Any benefits and terms and conditions of this program, are available to all without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service. [Cooperator/Grantee's name] policy and federal law prohibits reprisal for engaging in protected activity (reporting discrimination or harassment, participating in investigations of such allegations, or intervening to assist those who are subjected to prohibited behaviors), and it will not be tolerated. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want to seek advice, contact:

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or
Office of the Assistant Secretary*

*for Civil Rights
1400 Independence Avenue, SW*

Washington, DC 20250 (301) 504-7755

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
3. **Records and Compliance Information.** The recipient must keep records and make available to FSIS timely, complete, and accurate compliance information to allow FSIS to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.333-200.337 and § 200.331(a)(5).
4. **Obligation to Cooperate.** The recipient must cooperate with FSIS so that FSIS can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by FSIS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

N. IDENTIFICATION OF FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving FSIS funds included, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

O. AWARD PRODUCTS

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members, volunteers or award- funded staff must be consistent with the purposes of the award. The appropriate program FSIS logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

“This material is based upon work supported by FSIS, the operating name of the Corporation for National and Community Service, under Grant No. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, FSIS or [the relevant FSIS Program].”

P. SUSPENSION OR TERMINATION OF AWARD

FSIS may suspend or terminate this award in accordance with 2 CFR §§ 200. 200.339 and 200.340 (85 FR 49506, 49559-60) such as applicable FSIS regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.339 and 200.340, provided that such action complies with 2 CFR § 200.341. 2 CFR § 200.340(a)(2) prohibits arbitrary termination of grant awards by FSIS. As before the clarifications to 2 CFR Part 200, FSIS may initiate termination for cause, or when (based on new evidence) there is a significant question about the feasibility or effectiveness of the intended objective of the award.

Q. GRANTEE PROCUREMENT

Pursuant to the National Defense Authorization Acts for both Fiscal Years 2017 and 2018, all FSIS grant recipients are authorized to use a micro-purchase threshold of \$10,000 and a simplified acquisition threshold of \$250,000.

R. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - i. Violates a prohibition in paragraph (a.) of this award term; or
 - ii. Has an employee who violates a prohibition in paragraph (a.) of this award term through conduct that is either:
 - (A.) Associated with performance under this award; or
 - (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
 - a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through

conduct that is –

- i. Associated with performance under this award; or
- ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.

3. Provisions applicable to any recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
- b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

- a. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - ii. Includes:
 - (a.) A nonprofit organization, including any non-profit

institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

(b.) A for-profit organization.

- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

**S. SYSTEM OF AWARD MANAGEMENT (SAM) and
UNIVERSAL IDENTIFIER REQUIREMENTS (Required
provision under 2 CFR § 25.220)**

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your information in the SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
 - a. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. *(FSIS’ eGrants system requires a DUNS number.)*
 - b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
3. Definitions. For purposes of this award term:
 - a. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
 - b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (FSIS’ eGrants system requires DUNS numbers. DUNS stands for Data Universal Numbering System (DUNS) number a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866- 7055711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the

following, as defined at 2 CFR part 25, subpart C:

- i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
- i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

T. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$30,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first tier subawards.
 - a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
 - b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7th in a given year, the obligation must be

reported by no later than the end of December.)

- c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. The total Federal funding authorized to date under this award is \$30,000 or more;
 - ii. In the preceding fiscal year, you received--
 - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:
 - i. As part of your registration profile at <https://www.sam.gov/portal/public/SAM/>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation

of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

- i. In the subrecipient's preceding fiscal year, the subrecipient received--
 - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions. For purposes of this award term:
- a. Entity means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
- b. Executive means officers, managing partners, or any other employees in management positions.
- c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax- qualified.
 - vi. Other compensation, if the aggregate value of all such

- other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- vii.

U. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your FSIS Program Manager, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The FSIS conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal 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 an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

V. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds

\$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time

under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater

than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

W. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information, PII. OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII and notify the Federal awarding agency in the event of a breach.

If your FSIS grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to FSIS. Grantees experiencing a breach should immediately notify FSIS' Office of Information Technology, and the FSIS Portfolio Manager.

ATTACHMENT A – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement or ("Agreement") has been entered into on the date of [DATE] and is by and between:

Party Disclosing Information: [Party DISCLOSING Information] with a mailing address of [MAILING ADDRESS] ("Disclosing Party").

Party Receiving Information: [Party RECEIVING Information] with a mailing address of [MAILING ADDRESS] ("Receiving Party").

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. All information used during the life of this agreement is deemed to be Confidential. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or

until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

6. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

7. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY

Signature: _____

Typed or Printed Name: _____ Date: _____

RECEIVING PARTY

Signature: _____

Typed or Printed Name: _____ Date: _____

ATTACHMENT B – Conflict of Interest Disclosure Form

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from nominating a condition for screening.

Date:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

☐

I have no conflict of interest to report.

☐

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1.

2.

3.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

ATTACHMENT C– Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA

EVALUATION FACTORS FOR AWARD

The Government will make award to the responsible offeror whose offer conforms to the requirements stated in the Notice of Funding Opportunity (NOFO), has no deficiencies, and is most advantageous to the Government, cost or price and other factors considered. For this NOFO, soundness of the technical approach will be a substantial factor in source selection, however, cost/price factors shall be evaluated, and the Contracting Officer will determine whether the difference in quality is worth the difference in cost or price. Evaluation criteria are summarized and detailed below.

Summary Evaluation Criteria	Maximum Points
1. Technical Approach	55
2. Management Plan and Project Staffing	15
3. Organizational Experience	10
Total Technical Points	80
4. Past Performance	20
Grand Total	100

1. Technical Approach (55 points)

Offerors shall demonstrate the following:

- a. Ability to provide and analyze relevant and robust existing industry data in a confidential manner from the chicken industry (15 points).

Factors under consideration:

- i. Data will represent different regions of the country and different times of year (3 points).
- ii. Data will represent a substantial proportion of the industry (3 points).
- iii. Data are recent (3 points).
- iv. Number of data points including *Salmonella* and indicator organisms (3 points).
- v. Includes pre-harvest data (1.5 points).
- vi. Includes post-harvest data (1.5 points).

- b. Ability to provide and analyze relevant and robust existing industry data in a confidential manner from the turkey industry (15 points).

Factors under consideration:

- i. Data will represent different regions of the country and different times of year (3 points).
 - ii. Data will represent a substantial proportion of the industry (3 points).
 - iii. Data are recent (3 points).
 - iv. Number of data points including *Salmonella* and indicator organisms (3 points).
 - v. Includes pre-harvest data (1.5 points).
 - vi. Includes post-harvest data (1.5 points).
- c. Ability to develop a hazard characterization as a dose-response methodology that considers differences in virulence among *Salmonella* subtypes (20 points).
- Factors under consideration:
- i. Novel concepts, approaches, or methodologies are proposed (10 points).
 - ii. Feasibility of executing the concepts, approaches, or methodologies to create the dose-response model (10 points).

2. Management Plan and Project Staffing (15 points)

Responses will be reviewed for information that shows proposed staff have the education, training, knowledge, and experience to successfully carry out the project. Offerors shall demonstrate the following:

- a. Requisite qualifications, experience, and time commitment of the project director and proposed staff;
- b. Experience in maintaining confidentiality in records;
- c. Ability to work within the time frame, and can commit to being available during the external peer review process;
- d. Ability of proposed staff to perform work assignments accurately and in a timely manner;
- e. Staff flexibility and commitment to perform work assignments on short notice based on changing task priorities.
- f. Requisite qualifications, experience, and time commitment of the project director and proposed staff;
- g. An effective management plan that ensures allocation of staff and resources to accomplish project goals.

3. Organizational Experience (10 points)

Offerors shall demonstrate the following:

- a. Organizational capability, resources, and experience in data collection, management, and analysis.
- b. Organizational capability, resources, and experience in quantitative microbial risk assessment or specialized experience in dose-response modeling.
- c. Implementation of quality and cost controls, with effective project and financial tracking and reporting.

4. Past performance (20 points)

Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating (worth 20 points) will be combined with the technical rating (worth 80 points) to produce a combined rating of a maximum 100 points. Past performance subfactors are detailed below:

- a. Poultry Industry Relations – history of working with the poultry industry and collecting and analyzing data.
- b. Prior publications related to data analysis, quantitative microbial risk assessment, and dose-response in peer reviewed journals with a high impact factor.
- c. Timeliness of Performance – meets milestones and deadlines – quick turnaround time on requests – promptly communicates issues– reliable – stays on schedule – responsive to technical direction – completes tasks on time.
- d. Problem Resolution – anticipates, avoids, or mitigates problems – proactive in monitoring web site for content freshness – satisfactorily overcomes or resolves problems – prompt notification of problems – recommends viable solutions.
- e. Customer Service – prompt responses and communication – understands and embraces service and program goals – team approach with the customer – satisfaction with the contractor's services – positive customer feedback — courteous interactions – initiative

Evaluation Process for Past Performance

Past performance evaluation will be based on information obtained from the awards and references provided in the offeror's responses to the RFP, information from CPARS.gov, information from other customers known to the Government, and other sources who may have useful and relevant information. Evaluation of past performance may be quite subjective,

based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction, compliance with federal laws and regulations for IT services, and conclusions of informed judgment.

Offerors shall be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably on past performance, meaning half-credit will be given.