

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 08Y022560		4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		5. DATE ISSUED 08/11/2008		6. REQUISITION/PURCHASE NUMBER 08Y022560	
7. ISSUED BY DHHS/PSC/SAS/DAM PARKLAWN BUILDING, ROOM 5-101 5600 FISHERS LANE ROCKVILLE MD 20857				8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1200 ES local time 09/10/2008
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JEHOVAH KEARSE	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS JEHOVAH.KEARSE@PSC.GOV
	AREA CODE 301	NUMBER 443-3336	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) () ☐ 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
CODE		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) ROSANNA BROWNING		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (Rev. 9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1	Delivery: 09/29/2010 Delivery Location Code: HHH-405D DHHS/ACF/ADD 200 INDEPENDENCE AVE, SW HUBERT H. HUMPHREY BLDG, RM 405D WASHINGTON DC 20201 FOB: Destination Period of Performance: 09/30/2008 to 09/29/2010 Establish and Maintain a National Clearinghouse and Technical Assistance Center on Family Support (NC&TACFS), in Support of the Administration on Developmental Disabilities (ADD) initiatives.				

SECTION B
SUPPLIES OR SERVICES AND PRICE/COST

B.1. CONSIDERATION AND PAYMENT

In consideration for the satisfactory performance of the work that is described in detail in Section C, the Contractor shall be paid in accordance with the following schedule:

<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total Estimated Cost Plus Fixed Fee</u>
\$ _____	\$ _____	\$ _____

SECTION C**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 TITLE**

Establish and Maintain a National Clearinghouse and Technical Assistance Center on Family Support (NC&TACFS), in Support of the Administration on Developmental Disabilities (ADD)

C.2 BACKGROUND

The Administration on Developmental Disabilities (ADD) is the lead agency within the Administration for Children and Families (ACF), at the Department of Health and Human Services (HHS) responsible for planning and administering programs that promote self-sufficiency and protect the rights of individuals with developmental disabilities. The Developmental Disabilities Assistance and Bill of Rights Act of 2000 (DD Act of 2000) (42 U.S.C. 15001, et seq.) supports and provides assistance to States, public and private nonprofit agencies and organizations to assure that individuals with developmental disabilities and their families participate in the design of, and have access to needed community services, individualized supports, and other forms of assistance that promote self-determination, independence, productivity, and integration and inclusion in all facets of community life.

The DD Act of 2000 identifies a number of significant findings, including:

- (1) Disability is a natural part of the human experience that does not diminish the right of individuals with developmental disabilities to enjoy the opportunity for independence, productivity, integration, and inclusion into the community.
- (2) Individuals whose disabilities occur during their developmental period frequently have severe disabilities that are likely to continue indefinitely.
- (3) Individuals with developmental disabilities often require lifelong specialized services and assistance, provided in a coordinated and culturally competent manner by many agencies, professionals, advocates, community representatives, and others to eliminate barriers and to meet the needs of such individuals and their families.

The DD Act of 2000 also promotes the best practices and policies presented below:

- (1) Individuals with developmental disabilities, including those with the most severe developmental disabilities, are capable of achieving independence, productivity, integration, and inclusion into the community, and often require the provision of services, supports, and other assistance to achieve such.
- (2) Individuals with developmental disabilities have competencies, capabilities, and personal goals that should be recognized, supported, and encouraged, and any assistance to such individuals should be provided in an individualized manner, consistent with the unique strengths, resources, priorities, concerns, abilities, and capabilities of the individual.
- (3) Individuals with developmental disabilities and their families are the primary decision makers regarding the services and support such individuals and their families receive, and

play decision making roles in policies and programs that affect the lives of such individuals and their families.

ADD seeks to support and accomplish the following:

- (1) Enhance the capabilities of families in assisting individuals with developmental disabilities to achieve their maximum potential;
- (2) Support the increasing abilities of individuals with developmental disabilities to exercise greater choice and self-determination and to engage in leadership activities in their communities;
- (3) Ensure the protection of the legal and human rights of individuals with developmental disabilities;
- (4) Ensure that individuals with developmental disabilities from culturally and linguistically diverse backgrounds and their families enjoy increased and meaningful opportunities to access and use community services, individualized supports, and other forms of assistance available to other individuals with developmental disabilities and their families; and
- (5) Promote recruitment efforts that increase the number of individuals from culturally and linguistically diverse backgrounds who work with individuals with developmental disabilities and their families in disciplines related to pre-service training, community training, practice, administration, and policymaking.

ADD, like other programs in ACF, promotes the economic and social well-being of families, children, individuals and communities. ACF and ADD envision:

- (1) Families and individuals empowered to increase their own economic independence and productivity;
- (2) Strong, healthy, supportive communities having a positive impact of the quality of life and the development of children;
- (3) Partnerships with individuals, front-line service providers, communities, States, and Congress that enable solutions that transcend traditional agency boundaries;
- (4) Services planned and integrated to improve access to programs and supports for individuals and families;
- (5) A strong commitment to working with unserved and underserved persons with developmental disabilities and their families;
- (6) A community-based approach that recognizes and expands on the resources and benefits of diversity; and
- (7) A recognition of the power and effectiveness of public-private partnerships, including collaboration among a variety of community groups and government agencies, such as a coalition of faith-based organizations, grassroots groups, families, and public agencies to address a community need.

There are four programs authorized by the DD Act of 2000:

- (1) State Councils on Developmental Disabilities (Subtitle B);
- (2) Protection and Advocacy Systems (Subtitle C);
- (3) University Centers for Excellence in Developmental Disabilities Education, Research, and Service (Subtitle D); and
- (4) Projects of National Significance (Subtitle E).

Each of these programs engages in systemic change, capacity building, and advocacy activities both as a collaborative network and as independent entities to improve the lives of individuals with developmental disabilities and their families and enhance participation in community life in the State.

This contract will be funded through Projects of National Significance (PNS) a grant program authorized under Title I, Subpart E of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (the DD Act). The authorization for the contract is Title II of the DD Act, which is the Families of Children with Disabilities Act of 2000, which states –

- (1) It is in the best interest of our Nation to preserve, strengthen, and maintain the family.
- (2) Families of children with disabilities provide support, care, and training to their children that can save States millions of dollars. Without the efforts of family caregivers, many persons with disabilities would receive care through State-supported out-of-home placements.
- (3) Most families of children with disabilities, especially families in unserved and underserved populations, do not have access to family-centered and family-directed services to support such families in their efforts to care for such children at home.

C.2.1 Specific Legislative Authority for This Contract:

The legislative authority for this contract is Title II, of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. §§15091 - 15101). Specifically, Section 202 (b) states:

- (1) to promote and strengthen the implementation of comprehensive State systems of family support services, for families with children with disabilities, that are family-centered and family-directed, and that provide families with the greatest possible decision-making authority and control regarding the nature and use of services and support;
- (2) to promote leadership by families in planning, policy development, implementation, and evaluation of family support services for families of children with disabilities;
- (3) to promote and develop interagency coordination and collaboration between agencies responsible for providing the services; and
- (4) to increase the availability of, funding for, access to, and provision of family support services for families of children with disabilities.

Section 211(b) states:

The Secretary shall make grants or enter into contracts for projects of national significance to support the development of national and State policies and practices related to the development and implementation, or expansion and enhancement, of family-centered and family-directed systems of family support services for families of children with disabilities.

C.2.2 PNS Initiatives for Families of Individuals with Developmental Disabilities

Funded under the Projects of National Significance, Family Support 360 projects help not only the individual with disabilities, but also his or her entire family. These families often need assistance securing services as well as help when a service is not available, not coordinated with other services, or is not delivering what the family needs.

The goal of every Family Support 360 project is to help a family to stay together as a family and thrive. The families helped are members of unserved or underserved populations. Through the one-stop, a family participates in the development of its individual family plan. The plan includes the services and supports (e.g., health and/or mental health care, housing, counseling and/or marriage education, parenting skills development, child care, employment, transportation, respite care, personal assistance care, financial assistance and/or management) the family needs that may be provided by public human service agencies and/or private community- and faith-based groups.

C.3 PURPOSE

The purpose of this Administration on Developmental Disabilities (ADD) initiative is to fund a two year contract for a National Clearinghouse and Technical Assistance Center on Family Support (NC&TACFS):

- (1) To assist families of children with disabilities learn about information, services, and supports to help them and their children thrive in the community.
- (2) To prepare families of children with disabilities to influence the policies, procedures, and practices that encompasses or affects information, services, and supports to these families.
- (3) Build capacity in family support at the state and local levels.

C.3.1. Emphasis on Families of Children with Disabilities and Community-Based Services and Supports

Families of children with disabilities face many challenges when seeking information, services, and supports that will help them and their children. These families' goals are to assist their children with the experience of growing up and prospering like other children in a family and in a community.

ADD requires that the NC&TACFS has a governing structure that gives families of children with disabilities a leadership role in guiding the operations of the NC&TACFS and considers families of children with disabilities as its primary constituency among the target audiences to be reached. For the purpose of this contract **target audiences** include: families of children with disabilities, groups, organizations, agencies, and other entities interested in, committed to, or involved in

family support¹. The NC&TACFS will establish methods to identify and reach families of children with disabilities in every State and Territory, and proactively attend to the needs of unserved and underserved families of children with disabilities, including families that speak languages other than or in addition to English, geographically isolated families, disadvantaged families and military families.

This contract will provide information and technical assistance to target audiences throughout the United States. This information and technical assistance will be consistent with the principles underlying the Families of Children with Disabilities Support Act of 1999. Through a web site, training, technical assistance, and other complementary efforts the contract will provide access to such things as expert knowledge, leadership development, model policies, innovative practices, and proven strategies for systems change related to or potentially applicable to family support. Additionally, as part of clearinghouse and technical assistance efforts, this contract will facilitate collaboration among ADD's Family Support 360 projects and target audiences of the contract.

For the purposes of this procurement "children" means a child through age 8, who has a substantial developmental delay or specific congenital or acquired condition that presents a high probability of resulting in a disability if services are not provided; or an individual from birth to any age, if the individual has a significant physical or mental impairment and is living with a family member. [Summarized from section 203(a)(1) and (b) of the Families of Children with Disabilities Support Act of 1999.]

C.3.2 The Major Outcomes Expected Under This Contract:

- (1) Year 1: Selection of the team from target audiences to be "The next generation of family support" for each State in whom, once identified, will be supported throughout the contract.
- (2) Year 2: Train the teams - Assist the teams to develop and implement family support action plans for their community or State.

¹ 42 U.S.C 15092 (a)(3) The term "family support for families of children with disabilities" means supports, resources, services, and other assistance provided to families of children with disabilities pursuant to State policy that are designed to –

- (A) support families in the efforts of such families to raise their children with disabilities in the home;
- (B) strengthen the role of the family as primary care-giver for such children;
- (C) prevent involuntary out-of-the-home placement of such children and maintain family unity; and
- (D) reunite families with children with disabilities who have been placed out of the home, whenever possible.

C.4 SCOPE OF WORK

C.4.1 National Clearinghouse and Technical Assistance Center on Family Support (NC&TAFS):

C.4.1.1 General Requirement

The Contractor shall establish a National Clearinghouse and Technical Assistance Center on Family Support (NC&TAFS) designed to share knowledge, promote collaboration and understanding, build skills, encourage self-determination, and facilitate collaborative problem solving among target audiences, especially families of children with disabilities.

In general, the Contractor shall:

- (a). Assist families of children with disabilities to better understand their children's disabilities and their developmental needs in the context of the family as a whole;
- (b). Develop standards/criteria for judging the efficacy of family support programs from the perspective of families of children with disabilities (e.g., develop criteria for a report card);
- (c). Identify, compile, and disseminate best family support practices implemented around the country;
- (d). Assist families of children with disabilities to understand the availability of and how to access and use existing resources and how to interact with State and local agencies on behalf of their families;
- (e). Provide leadership training on how to participate as informed and knowledgeable partners in working with State and local agencies in designing, expanding and improving family-centered policies and practices; and
- (f). Provide technical assistance, including developing and disseminating tool kits in English and other languages.

C.4.2 Specific Tasks

C.4.2.1 Task 1 - Orientation Meeting

The Contractor shall schedule an orientation meeting with the Project Officer (PO), and any advisory group established by the PO, to gain and obtain relevant background information, review the statement of work, and identify any potential problem areas, within ten working days following the effective date of contract award (EDOC).

C.4.2.2 Task 2 – Develop Initial Work Plan

The Contractor shall develop an initial work plan for discussion during the orientation meeting. The Contractor shall be prepared to share and discuss, with the PO, the procedures for accomplishing the work plan.

The initial work plan shall outline the implementation of the contract tasks. The plan shall serve as a blueprint for the Contractor's approach to carrying out major project activities and timelines. The Contractor shall provide, in spreadsheet format, by the beginning of the orientation meeting, an initial work plan that outlines the tasks in this request based on the Contractor's proposal and any negotiated elements. Provision must be made for the Contractor to develop and for ADD to

approve changes in the plan for the Tasks as the Contractor and PO acquire new information throughout the contract that may warrant changes in the plan (e.g., activities taking more time than anticipated; emergence of certain kinds of TA). The Work plan, as a minimum, shall include the following elements:

- (a). A description of each task;
- (b). Task completion dates;
- (c). Activities, action steps, or event upon which tasks are based, to provide an early forecast;
- (d). Strategies to be employed for the completion of each task;
- (e). Deliverables associated with each task;
- (f). Proposed budget for task performance as appropriate;
- (g). Staff responsible for tasks and deliverables; and
- (h). PO and his or her designee roles and responsibilities.

C.4.2.3 Task 3 – Conduct Bi-weekly and monthly meetings

The Contractor shall maintain at least bi-weekly phone and e-mail contact with the PO, and submit quarterly reports. Meetings shall be held between the PO, and any advisory group established by the PO, as needed on a monthly basis at a mutually acceptable time throughout the duration of the contract. At these meetings, the Contractor shall provide the PO with updates on activities that have been implemented under the contract. In addition, the Contractor shall propose future activities with the PO for discussion and approval. Any discussions and approval of activities that affect the work plan (see Task 4) shall be reflected in the work plan within two weeks after the monthly meeting. The Contractor and PO shall review and analyze the timeline for revising the work plan within the two-week timeframe. Should the Contractor and PO find that the two-week timeframe presents an undue burden, the timeline may be revised. The Contractor shall keep minutes of the monthly meetings and provide the PO with an electronic copy of the minutes within five business days after each meeting. An annual report will be submitted, by the end of each 12-month contract period, detailing all project activities and accomplishments.

C.4.2.4 Task 4 - Develop Draft Work Plan and Final Work Plan

Subtask 4.1 Draft Work Plan

The Contractor shall revise and update the initial work plan within two weeks following the Orientation Meeting. This will be the draft work plan. The draft work plan will be discussed in a meeting with the PO.

Subtask 4.2 Final Work Plan

The PO will provide final approval of the work plan, which will be referred to as the 2008-2009 Work Plan. Subsequent modifications or updates to this document shall be incorporated without changing the name of the document.

C.4.2.5 Task 5 - Involvement of Families

The contractor shall devise a plan in which it will involve family members of children with disabilities. This should be a broad representation of unserved and underserved families of children with disabilities. The Contractor shall share relevant information about the contract

with the families for review. The Contractor shall be responsible for managing the logistics for any meetings scheduled with families of children with disabilities. The Contractor shall secure the appropriate meeting space, and as needed, arrange for appropriate transportation.

C.4.2.6 Task 6 - Clearinghouse Functions

Subtask 6.1 Identification of information

The Contractor shall establish a method for continuous surveillance of unique, state-of-the-art, and innovative practices and models in family support or potentially applicable to family support, that can be replicated elsewhere in improving services for children with disabilities and their families.

The work plan shall include a plan responsive to this task and approved by the PO. The Contractor shall identify in writing the technical assistance needs of the target audiences and make recommendations to ADD on a quarterly basis, for addressing major and common TA needs. Information gathered from the needs assessment shall provide indicators as to the types of information that should be reviewed and collected.

The Contractor shall use multiple methods to disseminate information to families of children with disabilities. The information disseminated must be of relevance to these families and other target audiences. The dissemination method shall be appropriate to the type of information being shared. Such methods may include:

- (a). Conference calls
- (b). Development of an interactive web-based map of family support organizations
- (c). Development of communities of practice
- (d). Electronic Newsletter
- (e). Emails
- (f). Listservs
- (g). Multipoint video conferencing
- (h). Products, such as papers and/or reports
- (i). Real-time online discussion
- (j). Topical pages on a website dedicated to the NC&TACFS
- (k). Web-based audio/video broadcasts
- (l). Other strategies, as appropriate

Each such communication channel shall be dedicated to the purposes of this contract project. The PO and his/her designees shall be included any time the Contractor disseminates information to multiple members of target audiences using any of the methods listed above.

To streamline the approval process of any information that is disseminated to target audiences, the Contractor shall establish with the PO a method for determining what items must be approved by the PO before dissemination. This method shall include the types of information to be disseminated as it relates to the tasks in this Contract and must be reviewed by the PO for approval.

Subtask 6.2 Dissemination through the website

To facilitate information sharing via the contract, the Contractor shall establish and maintain the NC&TACFS website. All information and data must be accessible and section 508-compliant. All website pages shall be located in a single website dedicated only to the purposes of this contract. The website shall include information relevant to family support activities. It may include a number of topical pages such as ones related to engaging people with disabilities, involving people from culturally and linguistically diverse backgrounds and leadership development. It should also include information about ADD and should offer a link to the ADD home page.

Subtask 6.3 Dissemination through listservs

To disseminate information and facilitate information sharing, the Contractor may establish at least one listserv. Multiple topical listservs may be established if the Contractor and PO determine that the approach would be efficient and beneficial. The content on the listserv(s) shall be moderated by the Contractor. The PO and his/her designees shall have access to and be included on all listservs established under the contract. Should the Contractor, PO, and/or his/her designees find material on the listserv(s) that is inappropriate, the Contractor and PO shall discuss whether the listserv(s) shall continue to be supported via the contract.

Information posted to the listserv(s) will be provided within the context of the Contractor's provision of technical assistance to families of children with disabilities and that such posting is not construed to be "federal communication products," "publications," or "public affairs services" as defined in the Public Affairs Management Manual, and are not subject to ADD, ACF or other HHS clearance processes. A disclaimer shall be included.

If the Contractor determines that a listserv will be established, the Contractor shall propose a listserv plan to the PO for approval. The plan will include the number and type of subscribers to be supported, suggested posting standards and procedures, a proposed moderating strategy, and other strategies as appropriate.

Subtask 6.4 Rapid Response

The Contractor shall provide rapid response to information requests from target audiences. The Contractor shall establish a system for providing rapid response and this system should be documented in the work plan. The system should include a method for tracking common requests and identifying trends for the types of requests received. When a trend emerges, the Contractor shall share this information with the PO who will determine whether action needs to be taken under the Contract to respond to emerging needs of its target audiences.

Subtask 6.5 Family Support Hotline

In an effort to expand the media through which information and technical assistance are provided, the Contractor shall establish and maintain a toll free hotline, which will include TTY capability, so that families of individuals with disabilities can receive information. Common themes and emerging issues should be identified by the Contractor, and this information should be provided to the PO.

Subtask 6.6 Product Development

The Contractor may develop and disseminate products to the public both in hard-copy and electronic form. A request to develop these products must be submitted to the PO. The Contractor shall consult with and obtain approval from the PO prior to the development of new training and technical assistance materials, regarding both content and appearance. The Contractor shall determine, in collaboration with the PO, the level of effort that this contract will support toward the development of any product. The Contractor shall work with the PO during the development phase. To this end, the Contractor shall seek input from the PO on the outline for the product and related content. The PO shall review drafts of the product and give final approval before it is published. In addition to PO input, the Contractor shall seek input from others, including persons with developmental disabilities and family members, as appropriate.

Any training and technical assistance materials the Contractor develops under this contract are the property of the U.S. Government and the Contractor shall release them to the U.S. Government at contract expiration. The Contractor shall maintain a list of all such products and shall include any such activity in the monthly updates of the work plan to the PO.

C.4.2.7 Task 7 - Technical Assistance Functions

Subtask 7.1 Criteria for Selecting Groups for Tailored Technical Assistance

The PO will work with the Contractor to establish criteria for selecting representatives of target audiences that may be selected for tailored technical assistance (e.g., on-site, use of experts). Preferences will be given to State next generation of family support teams, (see Task 7.5) groups representing families of children with disabilities, and others who are working in partnership with families of children with disabilities to either demonstrate family support activities or to promote family-centered policies to a wide audience or to achieve systems change.

Subtask 7.2 Implementation of Tailored Technical Assistance

The Contractor, in the course of its work, may encounter significant technical assistance needs of target audiences and in these rare cases may make recommendations to ADD for addressing major and common tailored TA. All decisions for such technical assistance must be approved by ADD. Approval will be preceded by a discussion between the Contractor and the PO to determine if the TA requester meets the criteria developed under Task 7.1 and the development of a written TA request prepared by the Contractor.

Subtask 7.3 Contractor Expert Database for Tailored Technical Assistance

To facilitate timely responsiveness to target audiences, the Contractor shall develop a pool of qualified experts and consultants by the end of the first quarter in year one. This pool of experts/consultants will include any recommendations from ADD, and be updated at least semi-annually. The Contractor shall maintain a database of qualified experts/consultants which includes at a minimum, contact information, requested fees, and areas of expert knowledge and experience. The Contractor shall have the means of providing ADD with the resume of any

consultant/expert to be secured under this contract and, prior to entering into an agreement with such individual, secure ADD's approval.

Subtask 7.4 Technical Assistance through the website (See also Tasks 6.2 and 6.3)

The Contractor shall design, host, and maintain the NC&TAFCS website to promote and facilitate technical and informational sharing within and among target audiences. The website shall include information relevant to family support. This web site shall be accessible to all and shall facilitate problem-solving, identify common themes and emerging issues related to family support. It should promote promising practices, and provide an avenue for community discussions and feedback, and be moderated by the Contractor. All web pages are to be approved by the PO. This web site shall be operational within 90 days of contract award.

Subtask 7.5 Building Capacity in Family Support at the Local and State Levels

- (a). The Contractor shall identify a team of experts from every State representing self-advocates, parent groups, the DD Networks, and State agencies and other entities who represent the next generation of family support.
- (b). The Contractor shall develop a training curriculum for these teams that will strengthen and expand their leadership in family support.
- (c). The Contractor shall train these teams with the curriculum and help each team develop either a local or State action plan for family support.
- (d). All logistical arrangements shall be arranged and carried out in a manner consistent with the requirements described in Task 8.

C.4.2.8 Task 8 - Annual Technical Assistance Meeting on Family Support

The Contractor shall plan and conduct a three-day training and technical assistance meeting during the spring of the 2nd year. The location should be based upon appropriate needs and costs. Workshops and training sessions will be designed to meet the needs of target audiences. The meeting shall be planned to accommodate up to 150 participants.

Participants will be expected to provide for their own travel and lodging expenses. Where appropriate, the Contractor shall cover the costs of presenters with ADD's approval. The location for the meeting must be in compliance with the Americans with Disabilities Act and the Contractor shall ensure that participants with disabilities receive reasonable accommodations.

All deliverables of the training and technical assistance meeting shall be approved by the PO. The Contractor shall:

- 8.1 Secure location and date for the meeting;
- 8.2 Develop a plan to address technical assistance needs through the meeting;
- 8.3 Send out invitations and logistical information to all entities, related projects, and invited guests;
- 8.4 Identify, invite, and make appropriate arrangements for presenters with ADD's approval;
- 8.5 Develop agenda, program books, registration materials, and name tags for all participants and presenters;
- 8.6 Provide on-site logistical support throughout the meeting; and

- 8.7 Develop an Executive Summary of the meeting proceedings for paper dissemination to all attendees, as well as an electronic version of the proceedings to be posted on the website.

C.4.2.9 Task 9 - Development of the Annual Report

The Contractor shall develop and submit an annual report that includes an Executive Summary of the activities conducted under this contract by the end of each 12-month contract period. The annual report shall contain for Tasks 2 through 8, a summary of activities conducted, descriptions of products, target audiences reached, and the number in each category, challenges and how they were overcome, and a detailed report on Task 7.5, as appropriate.

SECTION D PACKAGING AND MARKING

D.1 PACKAGING

All deliverables (i.e., reports and documentation) shall be preserved, packaged and packed in accordance with normal commercial practices to meet the packing requirements of the carrier including that which is necessary to prevent deterioration and damages due to hazards of shipping, handling and storing.

D.2. MARKING

Each package/container shall be delivered to the address shown in Section F.3 entitled "Deliverable Schedule" and shall be marked as follows:

- (a) Name and Address of Contractor
- (b) Contract Number
- (c) Description of the item(s) contained therein; and
- (d) Consignee's name and address

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 INSPECTION AND ACCEPTANCE

The contracting officer technical representative/project officer (COTR/PO), as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor's performance, evaluating the quality of services provided by the Contractor, and performing final inspection and acceptance of all deliverables and services called for by the contract.

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE</u>	<u>TITLE</u>
FAR 52.246-05	Inspection of Services – Cost Reimbursement (APR 1984)

SECTION F DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance shall be twenty-four (24) months from the effective date of the contract.

F.2 PLACE OF PERFORMANCE

The place of performance will be the Contractor's facility or other location, as determined by the Contractor, with agreement of the PO.

F.3 DELIVERABLE SCHEDULE

The Contractor shall submit deliverable items to the designated Project Officer (PO) or her/his alternate. Deliverables for Administration on Developmental Disabilities (ADD) shall be delivered to: **(To be completed at contract award)**

Task/ Referenc	Deliverable	Due Date	Quantity
1 C.4.2.1	Schedule and conduct Orientation Meeting	Within 10 working days of contract award	One copy of meeting agenda per attendee
2 C.4.2.2	Presentation of Initial Work Plan	Within 10 business days of contract award (Orientation Meeting)	Three hardcopies
3 C.4.2.3	Agenda for Bi-weekly communication via phone or e-mail	As needed to secure timely sharing of information between monthly meetings on time-sensitive or key matters	One electronic copy of agenda
3 C.4.2.3	Monthly Meetings with PO	Third Tuesday of each month. If the day falls on a holiday, a different meeting day shall be negotiated that is mutually agreeable to the PO and Contractor	One electronic copy of agenda
3 C.4.2.3	Minutes of Monthly Meetings with PO	5 business days after the meeting	Two hard copies, and an e-copy
3 C.4.2.3	Any other amendments to the work plan following any initial revision	10 business days following the monthly meeting	An e-copy
3 C.4.2.3	Quarterly Reports	15 business days after the end of each quarter	Two hard copies and an e-copy

3 C.4.2.3	Advisory Group Meetings or Conference Calls	5 business days after the event	E-copies
4.1 C.4.2.4	Draft Work Plan based on discussions with PO	10 business days after the Orientation Meeting	One copy per attendee
4.1 C.4.2.4	Follow-up meeting with PO to discuss the draft work plan	10 business days after the Orientation Meeting	One electronic copy
4.2 C.4.2.4	Final Work Plan	2 weeks after follow-up meeting	One electronic copy
5 C.4.2.5	Logistics for Family meetings	TBD	
6.1 C.4.2.6	Strategies for identification of information	Included in work plan	
6.1 C.4.2.6	Establish a method for determining what items must be approved by PO before dissemination	10 business days after contract award (Orientation Meeting)	
6.2 C.4.2.6	Dissemination through a web site: Establish website	By the end of the first quarter	
6.3 C.4.2.6	Proposed plan for listservs	TBD by Contractor and PO	
6.3 C.4.2.6	Establish listserv(s)	TBD by Contractor and PO	
6.4 C.4.2.6	Rapid Response	Operational by the end of first quarter	
6.5 C.4.2.6	Family Support Hotline	Operational by the end of first quarter	
6.6 C.4.2.6	Product Development	TBD	
7.1 C.4.2.7	Development of Criteria for Selecting Groups for Tailored Technical Assistance	By the end of the first quarter	
7.1 C.4.2.7	Written request for tailored TA	Within 10 business days of a group being notified that it meets criteria	One electronic copy
7.2 C.4.2.7	PO approved plan for tailored technical assistance activity incorporated into the contract Work Plan	Within 10 business days of receiving a written TA request	
7.2 C.4.2.7	Written report on tailored TA	Within 10 days of the completion of the TA	Two copies
7.3 C.4.2.7	Contractor Expert Database for tailored TA	By the end of the first Quarter	Two copies
7.4 C.4.2.7	Technical assistance through a web site	By the end of the first quarter	Electronic

7.5 C.4.2.7	Provide a list of a team of experts from every State representing self-advocates, parent groups, the DD Networks, and State agencies and others who represent the next generation of family support.	By the end of first year	
7.5 C.4.2.7	Training curriculum for team of experts from each State	Completed by the end of 6 months into the first contract year; On-going through the second contract year	
8.1 C.4.2.8	Secure location and date for the meeting	TBD	
8.2 C.4.2.8	Provide technical assistance plan	TBD	
8.3 C.4.2.8	Provide draft copies of invitations and logistical information that will be provided to participants	TBD	
8.4 C.4.2.8	Provide ADD with an update of participants' arrangements	TBD	
8.5 C.4.2.8	Delivery of all materials, including the agenda, registration materials and other handouts	One week before TA meeting	
8.7 C.4.2.8	Provide executive summary of the meeting proceedings	Two weeks after meeting	Two hard copies
8.7 C.4.2.8	Post proceedings on website	Three weeks after meeting	Electronic
9 C.4.2.9	Provide annual report to ADD	By the end of each 12-month contract period	Two hard copies
Section H.5	Submit Section 508 Annual Report (See HHSAR clause 352.270-19(b))	45 days prior to completion of each 12-month contract year.	One copy each to the PO and CO

F.4 DELIVERY REQUIREMENTS

Pick-up and delivery of items under this contract shall be accomplished between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday unless changed by mutual agreement between the PO and the Contractor.

When a deliverable due date occurs on a weekend or a Government holiday, the deliverable will be due on the next Government business day, following the holiday or weekend.

F.4.1 GOVERNMENT HOLIDAYS

1. New Year's Day January 1
2. Martin Luther King's Birthday Third Monday in January

3.	Inauguration Day	January 20, 2009
4.	President's Day	Third Monday in February
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Columbus Day	Second Monday October
9.	Veteran's Day	November 11
10.	Thanksgiving Day	Fourth Thursday November
11.	Christmas Day	December 25

F.5 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acqnet.gov/far/> and <http://www.hhs.gov/oamp/policies/hssar.doc>.

CLAUSETITLE

FAR 52.242-15

Stop-Work Order (AUG 1989) (Alternate I) (APR 1984)

SECTION G CONTRACT ADMINISTRATION DATA

G.1 AUTHORITIES OF GOVERNMENT PERSONNEL

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

G.1.1 Contract Specialist

The contract specialist shall perform all contract administration. All communications pertaining to contractual and/or administrative matters shall be addressed to the contract specialist and reference the contract number. The contract specialist may be contacted at:

HHS/Program Support Center
Division of Acquisition Management, SAS
5600 Fishers Lane, Room 5-101
Rockville, MD 20857
ATTN: Jehovah Kearse Jr.
Phone: (301) 443-3336 Fax: (301) 443-1004
Email: jehovah.kearse@psc.gov

G.1.2 Contracting Officer

The PSC Contracting Officer, Rosanna Browning, is responsible for administrative and contractual issues concerning this contract and is the only individual authorized to modify this contract. The contracting officer may be contacted at:

HHS/Program Support Center
Division of Acquisition Management, SAS
5600 Fishers Lane, Room 5-101
Rockville, MD 20857
ATTN : Rosanna Browning
Phone: (301) 443-6931 Fax: (301) 443-8488
Email: rosanna.browning@psc.gov

G.1.3 Project Officer

- a. The project officer (PO) is the designated contracting officer's technical representative (COTR) and is responsible for the Technical Monitoring of the contractor's performance under this contract. See section G.8 of this document for an explanation of the term "Technical Monitoring."
- b. The name and address of the designated Government Project Officer assigned to this project is ***(To be completed upon award of contract)***

G.2 INVOICE SUBMISSION AND PAYMENT

G.2.1 The Contractor shall submit invoices, not more than once a month. The Contractor shall submit two original invoices complete with all required back-up documentation to the Financial Management Service (FMS) at the following address:

Program Support Center
Financial Management Service
5600 Fishers Lane
Room 16A-12
Rockville, MD 20857

and (1) copy of the invoice complete with all required back-up documentation to the Project Officer (PO) and (1) copy to the Contracting Officer (CO).

G.2.2 The Contractor agrees to include the following information on its invoice:

- a. Contractor's name, invoice number and date;
- b. Task Order Number;
- c. Employee name and title (labor category); the loaded hourly rate; number of hours used during the month; number of hours remaining for the task order period; dollar amount billed for the month; cumulative dollar amount billed to date for the task order period; the balance remaining for the task order period;
- d. Payment terms;
- e. Tax identification number;
- f. Signature of an authorized official certifying the voucher to be correct and proper for payment;
- g. Contractor's complete remittance or check mailing address; and
- h. PO's name and telephone number.

G.2.3 Contractor employees shall record all actual hours worked on time sheets on a daily basis whether the employees are working at an on-site location or off-site location. The time sheets shall be the official time records for payment purposes under this task order. The Contractor shall only be reimbursed for time actually worked by its employee(s) as indicated on the time sheets. The Contractor shall not be reimbursed for employee lunch hours or employee absence due to scheduled leave, sick time, Contractor holidays, or Government holidays. Payment for actual hours worked shall be earned in increments of one-half (1/2) hour. The Contractor shall submit the time sheets as backup documentation with the monthly invoices. In addition to the time sheets, the Contractor shall submit a chart showing the following information for each labor category: 1) the loaded fixed hourly rate; 2) the number of hours proposed; 3) the number of hours used during the billing period; 4) the number of hours remaining for the task order period; 5) the dollar amount being billed for the month; 6) the cumulative dollar amount billed to date for the task order period; and 7) the balance remaining for the task order period.

G.2.4 MINIMUM COST INFORMATION

The Contractor shall furnish the following minimum information in support of the costs submitted on its invoice:

- a. Direct Labor - include all persons, listing the person's name, titles, number of hours worked, hourly rate, the total cost per person and a total amount for this category.
- b. Fringe Benefit Costs - show rate, base and total amount;
- c. Overhead or Indirect Costs - show rate, base and total amount;
- d. Consultants - include the name, number of days or hours worked, daily or hourly rate, a total amount per consultant and a total amount for this category;
- e. Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, and the transportation and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;
- f. Subcontractors - include, for each subcontractor, the same data as is being provided for the Prime Contractor. A total amount for this category shall be provided;
- g. Data Processing - include all non-labor costs, i.e., computer time, equipment, purchase, lease or rental, and data tapes. A total amount for this category shall be provided;
- h. Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, and postage;
- i. G & A - show rate, base and total; and
- j. Fee - show rate, base and total.

G.3 ELECTRONIC TRANSFER OF FUNDS PAYMENT

Pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003), the Government shall make all payment to the Contractor using the electronic funds transfer information contained in the Central Contractor Registration (CCR) database.

G.4 TRAVEL AND OTHER COSTS

G.4.1 Travel ceiling will be inserted at contract award. The contractor will be reimbursed, not to exceed (NTE): \$ _____

G.4.2 Domestic travel expenses incurred by the Contractor in direct performance of the contract shall be reimbursed, provided such travel is necessary for the performance of this contract and the cost does not exceed:

- a. Cost of air travel by most direct route. "Air coach" or "Air tourist" accommodations on prop or jet aircraft constitutes the normal class of air travel which shall be utilized.
- b. First-class accommodations may be used if (1) less than first-class is not available providing reservation was requested within 24 hours after the traveler had knowledge of the trip; (2) less than first-class requires circuitous routing, (3) less than first-class requires travel to begin or end at unreasonable hours (i.e., if scheduled flight time is before 8:00 a.m. and scheduled arrival is after 9:00 p.m.); (4) less than first-class would result in additional direct costs which would offset the transportation savings; or (5) less than first-class will not make connections with other flights or means of transportation

for continuation of the journey.

- c. Cost of rail travel by the most direct route, first-class with lower berth or nearest equivalent.
- d. Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the prevailing rate set forth in the Federal Travel Regulations, plus any toll or ferry charges.
- e. Actual itemized subsistence expenses or the maximum per diem allowed by the Federal Travel Regulations in effect at the time the costs are incurred.

G.4.3 Any equipment having a unit acquisition cost in excess of \$1,000, the cost of which the Contractor is to be reimbursed as a direct item of cost, shall not be acquired by the Contractor without the specific advance written approval of the Contracting Officer.

G.5 CONSULTANTS

Consultant fees or other payment to consultants required in the performance of this contract shall not exceed the daily rate of \$_____ [to be determined at time of award] exclusive of travel costs without the written approval of the Contracting Officer.

G.6 PROVISIONS APPLICABLE TO DIRECT COSTS

Notwithstanding FAR Clause 52.21 6-7 - Allowable Cost and Payment and FAR Clause 52.244-2 - Subcontracts, the cost of the following items or activities shall be unallowable as direct costs unless otherwise expressly provided elsewhere in the contract or in any modification thereto:

1. Acquisition by purchase or lease, of any interest in real property;
2. Special rearrangement or alteration of facilities;
3. Purchase or lease of any item of general-purpose office furniture or office equipment;
4. Travel to foreign countries.

G.7 NEGOTIATED OVERHEAD RATES

Pursuant to the provisions of FAR 52.216-7 - Allowable Cost and Payment, indirect costs under this contract shall be obtained by applying the final rate or rates negotiated, subject to the approval of the Contracting Officer. Reimbursement for indirect costs shall be made on the basis of the following rates:

<u>Type of Rate</u>	<u>Period</u>	<u>Billing Rate</u>	<u>Ceiling Rate</u>	<u>Base</u>
Fringe Benefits				
Indirect Costs				

It is further agreed that, unless the prior approval of the Contracting Officer is obtained, the Contractor shall not change its methods of accounting under this contract in such a manner as to

account for any item of cost on a direct-cost basis if such item of cost was previously considered as an indirect charge.

G.8 TECHNICAL MONITORING

G.8.1 Performance of the work under the resulting contract shall be subject to the technical monitoring of the Project Officer. The term "Technical Monitoring" is defined to include, without limitation, the following:

- a. Technical directions to the Contractor that redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual scope of work.
- b. Providing information to the Contractor for assistance in the interpretation of drawings, specifications or technical portions of the work description.
- c. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

G.8.2 Technical direction must be within the general scope of work stated in the contract . The Project Officer does not have the authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the contract ; (ii) constitutes a change as defined in the contract clause entitled, "Changes;" (iii) causes, in any manner, an increase or decrease in the total estimated contract cost, the fixed fee or the time required for contract performance; or (iv) changes any of the expressed terms, conditions, or specifications of the contract .

G.8.3 All technical direction shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within 5 working days after issuance.

G.8.4 The Contractor shall proceed promptly with the performance of technical direction duly issued by the Project Officer in the manner prescribed by this clause and within his/her authority under the provisions of this clause.

G.8.5 If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this clause and does not constitute a change under the Changes Clause of the contract . The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HHSAR 352.270-5 KEY PERSONNEL (January 2006)

The key personnel specified in this contract are considered essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.
(End of clause)

The individuals cited below are key personnel:

NAME	TITLE

H.2 CONTRACTOR PERFORMANCE REPORT

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. This evaluation shall become a part of the contract file and shall be used as past performance information in evaluating the Contractor's, and any significant subcontractors' or affiliates, past performance on future contracts. The Contractor shall be given a minimum of 30 days to submit comments, rebutting statements, or additional information. A sample of the "Contractor Performance Report" form that may be used to conduct these evaluations is located at <http://cps.od.nih.gov>. Contractors are required to register with the NIH Contractor Performance System at http://oamp.od.nih.gov/OD/CPS/cps_contractor.htm

H.3 PRINTING AND DUPLICATION

Printing and high volume duplication under this contract are prohibited except in the following situations:

- (a) The Contractor may duplicate or copy less than 5,000 units of only one page, or less than 25,000 units in aggregate of multiple pages for the use of a department or agency. This page limit is per requirement and not per contract. These pages may not exceed a maximum image size of 10¾ by 14¾ inches.
- (b) The Contractor may print an individual order costing not more than \$1,000, if the work is not of a continuing or repetitive nature, is certified by the Public Printer, and the work is included in a class of work which cannot be provided more economically through the Government Printing Office (PO). Waivers may be obtained from the Joint Committee on Printing HHS Printing Officer at (202) 690-5521.

- (c) The cost of any unauthorized printing or duplicating under this contract will be considered unallowable costs for which the Contractor shall not be reimbursed.

H.4 PUBLICATIONS/AUDIOVISUAL/PUBLIC AFFAIRS SERVICES

The Department of Health and Human Services requires that prior approval be obtained, in writing, from the Office of the Assistant Secretary for Public Affairs (OASPA), before initiating the production of any item or deliverable that will involve:

- (a) publications development (print products, electronic bulletin boards, posting on the internet, etc.).
- (b) public affairs services in excess of \$5000.
- (c) audiovisuals (regardless of the audio, video, or audiovisual medium employed).

The Contractor shall submit a request for approval to the Project Officer for any items or deliverables that need public affairs clearance prior to development. Please allow 4 - 6 weeks for approval.

Further guidance can be found in the Public Affairs Management Manual (PAMM). The PAMM sets forth the policies governing publications, audiovisuals and exhibits, and public affairs services. Publications are defined in 5-00-15 of the Public Affairs Management Manual (PAMM). Public affairs services are defined in 8-00-20 of the PAMM.

H.5 HHSAR 352.270-19(b) Electronic and Information Technology Accessibility (XXXXXXX 2008)

Pursuant to Section 508 of the Rehabilitation Act of 1973 ([29 U.S.C. 794d](#)) Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, and/or used under this contract/order must comply with the “Electronic and Information Technology Accessibility Provisions” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in [36 CFR part 1194](#). Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.

The Section 508 standards applicable to this contract/order are identified in the Statement of Work/Specification/Performance Work Statement. The contractor must provide a written Section 508 conformance certification due at the end of each order/contract exceeding \$100,000 when the order/contract duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor’s Product Assessment Template will be the responsibility of the Contractor at its own expense.

In the event of a modification(s) to this contract/order, which adds new EIT products and services or revises the type of, or specifications for, products and services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products and services support Section 508 accessibility requirements. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding incremental funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual Report to the Contracting Officer and Contracting Officer's Technical Representative (also known as Project Officer or Contracting Officer's Representative). Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report are available at <http://508.hhs.gov/> under the heading Vendor Information and Documents. The Contractor's failure to submit a timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding incremental funding, as applicable.

Schedule for Contractor Submission of Section 508 Annual Reports:

(See Section F.3, Schedule of Deliverables)

SECTION I
CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.acqnet.gov/far/> and <http://www.hhs.gov/oamp/policies/hssar.doc> .

I.1.1 FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) CONTRACT CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-07	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records--Negotiation (JUN 1999) Alternate II (APR 1998)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)

52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002) [paragraph (a)(3) insert “30 th ”]
52.216-8	Fixed Fee (MAR 1997)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008) Alternate II (OCT 2001)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008)
52.219-28	Post-Award Small Business Program Rerepresentation (June 2007)
52.222-2	Payment for Overtime Premiums (JUL 1990) [insert \$0]
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)

52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-41	Service Contract Act of 1965, as Amended (NOV 2007)
52.222-50	Combating Trafficking in Persons (Aug 2007)
52.223-6	Drug-Free Workplace (MAY 2001)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-14	Rights in Data – General (DEC 2007)
52.227-17	Rights in Data—Special Works (DEC 2007)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (MAR 2008)
52.232-17	Interest (JUN 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003) <i>Alternate I (Feb 2002).</i>
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003)
52.233-1	Disputes (JUL 2002)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUN 1985)
52.233-4	Applicable Law For Breach Of Contract Claim (OCT 2004)

52.237-3	Continuity of Services (JAN 1991)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-2	Changes--Cost-Reimbursement (AUG 1987) Alternate I (APR 1984)
52.244-2	Subcontracts (JUN 2007) Alternate I (JUN 2007)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items and Commercial Components (MAR 2007)
52.245-1	Government Property (JUN 2007)
52.246-25	Limitation of Liability -- Services (FEB 1997)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
52.249-14	Excusable Delays (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

**I.1.2 DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION
REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES**

<u>HHSAR CLAUSE</u>	<u>TITLE AND DATE</u>
352.202-1	Definitions (JAN 2006)
352.216-72	Additional Cost Principles (JAN 2006)
352.228-7	Insurance--Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (JAN 2006)
352.233-70	Litigation and Claims (JAN 2006)
352.242-71	Final Decisions and Audit Findings (APR 1984)

352.249-14	Excusable Delays (JAN 2006)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (Jan 2001)
352.270-6	Publications and Publicity (JAN 2006)
352.270-7	Paperwork Reduction Act (JAN 2006)
352.270-10	Anti-Lobbying (January 2006)

I.2 FAR 52.217-8 Option to Extend Services (NOV 1999)

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

SECTION J
LIST OF ATTACHMENTS

<u>Identifier</u>	<u>Description</u>	<u>Number of Pages</u>
Attachment A	Model Subcontracting Plan	10
Attachment B	SF-LLL - Disclosure of Lobbying Activities	2
Attachment C	Contract Pricing Proposal Format	3
Attachment D	Past Performance Evaluation Questionnaire	8

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 OFFEROR STATEMENTS

RFP Number: _____

Organization Name: _____

TIN Number: _____

DUNS Number: _____

K.2 The offeror certifies that it has registered at www.ccr.gov, as required by FAR 52.204-7.**K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

- (a) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (b) applies.
- ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.4 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE

Indicate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice. (See FAR 52.232-25 – Prompt Payment (OCT 2003))

Name (if practicable) _____

Address _____

Telephone number _____

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 GENERAL INSTRUCTIONS

The following instructions establish the acceptable minimum requirements for the format and content of your proposal. Your attention is directed to the requirements for the submission of technical, business and past performance information, which must be submitted in accordance with these instructions.

L.1.1 Any resultant contract shall include the general provisions applicable to the offeror's organization and the type of contract awarded. Copies of general provisions may be obtained by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of the execution of the proposed contract, will be included.

L.1.2 The proposal must be prepared in three volumes: Volume I - "Technical Proposal," Volume II - "Business Proposal," and Volume III - "Past Performance Information." Each of these parts shall be separate and complete in itself so that the evaluation of one may be accomplished independently of the evaluation of the other. The technical proposal must not contain references to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions.

L.1.3 The proposal must be signed by an official authorized to bind your organization. Complete proposals shall be submitted electronically (Microsoft Word 2000 or later format) to:

Division of Acquisition Management, SAS/PSC
Parklawn Building, Room 5-101
5600 Fishers Lane
Rockville, Maryland 20857
ATTN: Jehovah Kearse Jr.
Request For Proposal: 08Y022560
pscacquisitions@psc.gov

L.1.4 You may, at your discretion, submit an alternate proposal, or a proposal that deviates from the requirements; provided, that you also submit a proposal for the performance of the work as specified in the statement of work. This proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interests of the Government. An alternate proposal, or deviations from any of the requirements of this RFP, must be clearly identified. It is understood that your proposal shall become a part of the official contract file.

L.1.5 This RFP does not commit the Government to pay any of the costs associated with the preparation and submission of your proposal. In addition, the Contracting Officer is the only individual authorized to legally commit the Government to the expenditure of public funds in connection with

this requirement. The Government will evaluate your proposal in accordance with the evaluation criteria set forth in Section M of this solicitation.

L.2 VOLUME I - TECHNICAL PROPOSAL

A proposal, which merely offers to conduct a program in accordance with the requirements of the Government's scope of work, will not be eligible for award. Proposals shall clearly demonstrate the Offeror's competence, technical understanding and approach in order to accomplish the requirements set forth in Section C.

While technical proposals are not limited to a certain number of pages, you are encouraged to be succinct and economical in your presentation. Excessive volume and elaborate presentations are unnecessary and should be avoided.

L.2.1 The technical proposal shall consist of the following information:

L.2.1.1 Technical Approach

The offeror's proposal should include a detailed work plan depicting how each aspect of the statement of work is to be accomplished. It should be in as much detail as considered necessary to fully explain the proposed technical approach or methodology. Milestone and or phasing charts should be included. The proposal shall include a description of the techniques and procedures to be employed in achieving the proposed end results in compliance with the requirements of the Government's work statement.

The Offeror is hereby advised that the Government, unless otherwise specified, i.e., by law will acquire the right to use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all subject data required to be delivered under any contract resulting from this solicitation. Any reservations to those stated Government rights to data should be enunciated in your proposal and will be resolved during any subsequent negotiations.

L.2.1.2 Qualifications of Proposed Personnel

The offeror's proposal should include a list of names and proposed duties of professional personnel, consultants, and key subcontractor employees assigned to the project. Resumes included in the proposal should contain information on the individual's education, background, recent experience, and specific accomplishments.

For each person proposed, the offeror should indicate whether the person is:

- a. currently employed by the offeror
- b. planning to join the organization
- c. a subcontractor; or
- d. other arrangements have been made

For individuals falling into categories b and d above, the offeror must provide documentation detailing the type of commitment (such as a promissory letter) for each person. In addition, state if any personnel are being proposed in any other bid or proposal or may experience conflicting arrangements.

L.2.1.3 Management Plan

The offeror's proposal should include a management plan on how the project is to be organized, staffed and managed. The plan should include the percentage of time each individual will be available to the project, allocate staff hours against each task or subtask and include a discussion of day-to-day management operations. It must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.

L.2.1.4 Field Experience

The offeror should include the general background, experience, and qualifications of the organization in its proposal. Information on similar or related contracts, subcontracts, or grants should be included in the proposal. The proposal should contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the Project Officer and Contracting/Grants Officer for each reference given.

L.3 VOLUME II - BUSINESS PROPOSAL

The Business Proposal shall consist of the following information:

L.3.1 Cover Letter

The cover letter must stipulate that the offeror's proposal is predicated upon the terms and conditions of this solicitation. In addition, it must contain a statement to the effect that the offer is firm for a period of at least 60 days from the date of receipt by the Government.

L.3.2 Section B - Supplies or Services and Prices/Costs

The offeror shall include a completed copy of Section B of the solicitation in its proposal.

L.3.3 Cost Information

All cost or pricing information must be submitted in sufficient detail to allow for a complete cost analysis by the Government. The cost proposal shall contain information that will validate that the proposed costs are consistent with the technical proposal and provide the supporting rationale needed to permit a determination of cost realism. At a minimum, the offeror should itemize the cost for individual elements, such as labor, supplies, travel, etc. as indicated in items a - j below:

- a. Direct Labor - include all persons, listing the person's name, title, number of hours proposed, proposed hourly rate, the total cost per person and a total amount for this category.
- b. Fringe Costs - show rate, base and total amount;
- c. Overhead or Indirect Costs - show rate, base and total amount;
- d. Consultants - include the name, number of days or hours proposed, daily or hourly rate, a total amount per consultant and a total amount for this category;
- e. Travel - include for each airplane or train trip proposed the origin and destination points, transportation and per diem costs. For local travel, show the anticipated mileage and mileage rate. Other travel costs shall also be listed. A total amount for this category shall be provided;
- f. Subcontractors - include, for each subcontractor, the same data as is being provided for the Prime Contractor. A total amount for this category shall be provided;
- g. Data Processing - include all non-labor costs, i.e., computer time, equipment, purchase, lease or rental, and data tapes. A total amount for this category shall be provided;

- h. Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, and postage. A total amount for this category shall be provided;
- i. G & A - show rate, base and total; and
- j. Fee - show rate, base and total.

This breakdown of costs must be shown for each year of the contract. The offeror should also summarize total costs for the entire contract period by individual category (i.e. items a - j). A Contract Pricing Proposal Format has been included as Attachment C to this solicitation. This format should be used for each year of contract performance and to summarize costs for the entire contract period.

Proposed hourly rates shall be supported by the submission of the employee's most recent payroll stub or leave and earnings statement. Documentation to verify salaries for new hires shall consist of written offers of employment, employment agreements or contracts, which indicate the position, annual salary and hourly rate for each new hire.

The offeror's proposal should indicate whether escalated rates are used. If escalation is included, state the percent and methodology, e.g. annual flat rate applied to a base rate as of a specific date or a midpoint rate for the period of performance. Salary increases that are anticipated during contract performance must be claimed under the contract. Plans for any additional compensation resulting from employee relations, profit sharing, pensions or health and welfare benefits should also be included. The offeror shall also state whether overtime will be required under the contract and the overtime premium rate to be applied for all direct labor proposed.

The offeror shall indicate in its proposal whether or not it has the necessary financial capacity, working capital and other resources to perform without assistance from any outside sources. (If not, you must indicate the amount required and the anticipated source). Documentation to verify indirect cost rates such as the offeror's most recent indirect cost rate agreement with its cognizant audit agency shall be submitted as a part of the proposal. A copy of the offeror's most recent audited financial statements should also be included. Additional documentation such as vendor quotes, invoices and historical data should be submitted to support other direct costs proposed.

L.3.4 Disclosure of Lobbying Activities

The offeror should note that Standard Form LLL, "Disclosure of Lobbying Activities" has been included as Attachment B for use in accordance with FAR 52.203-11 entitled, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007).

L.3.5 Representations and Certifications

A completely executed copy of Section K - Representations, Certifications and Other Statements of Offerors, must be included as a part of your business proposal.

L.3.6 Subcontracting Plan

If the offeror is classified as "Other Than a Small Business", the offeror is required to subcontract forty percent (40%) of the contract total Direct Labor cost to small businesses. A copy of your subcontracting plan must be submitted as a part of your proposal. A model subcontracting plan has

been included for your use as Attachment A in this RFP. The model has been designed to be consistent with FAR 52.219-09, however, other formats for the subcontracting plan may be acceptable, provided that the essential information included in the model plan is present. Failure to provide essential information may cause delays in the acceptance of your plan or the rejection of your offer. The use of the model plan is not intended to waive other requirements that may be applicable under FAR 52.219-09. For instructions on subcontracting plans, please see the full text of the clause.

L.4 VOLUME 111 - PAST PERFORMANCE INFORMATION

Offerors should note that Past Performance relates to "quality" and how well a Contractor performed the services under a contract. It is not to be confused with corporate experience which is addressed in Section L.2.1.4 above.

The offeror shall submit the following information as part of its proposal:

- a. A list of the last five completed or active contracts for related or similar services. All contracts listed shall include those entered into with the Federal Government, agencies of state and local governments or commercial customers. Include the following information for each contract:
 1. Name of Contracting Organization;
 2. Contract Number;
 3. Contract Type;
 4. Total Contract Value;
 5. Description of Requirement;
 6. Contracting Officer's Name, Telephone Number and Facsimile Number;
 7. Contracting Officer's Technical Representative's (COTR) Name, Telephone Number and Facsimile Number; and
 8. Explanation/Comments Regarding Problems Encountered and Corrective Actions Taken.
- b. You will be evaluated based on your performance under existing and prior contracts which are similar in nature to the requirements of this RFP. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance. Information for the evaluation of past performance will be randomly requested from the list of references provided by the offeror or from other sources as previously stated, utilizing the Agency's Past Performance Evaluation Questionnaire (see Section J, Attachment D). Performance information will be used for both responsibility determinations and as an evaluation factor to be scored in accordance with Section M of this RFP.
- c. Offerors are further advised that thorough and complete past performance information is required. Explanations/comments regarding problems encountered and corrective actions taken shall be addressed as a part of the past performance information submitted in response to this solicitation. The Government will take the offerors' comments into consideration when conducting its past performance evaluation. OFFERORS MAY NOT RE GIVEN ANOTHER

OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE FOR REFERENCES PROVIDED AS A PART OF YOUR PROPOSAL.

L.5 EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

In accordance with FAR Subpart 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract in the authorized Industrial Classification (SIC) Major Groups shall be evaluated in unrestricted competitive negotiated acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.1202-1 and 19.1202-2(b)). The dollar amounts cited above include any option years/option quantities that may be included in this solicitation. The definition of a “small disadvantaged business” is cited in FAR 2.101.

The factor entitled “Extent of Small Disadvantaged Business Participation” as set forth under the Evaluation Criteria in Section M shall be used for evaluation purposes. Participation in performance of the contract shall include the work expected to be performed by SDB concerns at the prime contract level. Small Businesses, other than SDBs, will also be evaluated under this factor. Any targets will be incorporated into and become part of the resulting contract.

- (a) Offerors shall submit information on SDB participation in one clearly marked section of their business proposal. **NOTE:** This is a separate requirement from that required for submitting a Subcontracting Plan under P.L.95-507, and is not in any way intended to be a substitute for submission of the subcontracting plan.
- (b) A plan on the extent of participation of SDB concerns in performance of the contract can include joint ventures, teaming arrangements, subcontracts and participation in performance of the contract expected to be performed by SDB concerns at the prime contract level. Note: FAR Subpart 9.6 defines “Contractor team arrangements” to include two or more companies forming a partnership or joint venture to act as a potential prime contractor, or a potential prime contractor who agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. In accordance with FAR 19.1202-4 the solicitation shall require Offerors to provide, with their offers, targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized North American Industry Classification System (NAICS) Industry Subsector, and a total target for SDB participation by the Contractor, including joint venture partners, and team members, and a total target for SDB participation by subcontractors. The Offerors shall include the information required by the sub-factors listed in Section M.6, Extent of Small Disadvantaged Business Participation, in the plan.
- (c) SDB Participation information will be used as an evaluation factor against which Offerors’ relative rankings will be compared to assure the best value to the Government. With regard to information on Past Performance of Offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation, the Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration.
- (d) Offerors shall include with their offers, SDB targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Industry Subsector. The applicable authorized NAICS Industry Subsector for this project is identified in Section M. A total target for SDB participation by the prime contractor, that includes any joint ventures and team members, shall be provided as well as a total target for SDB participation by

subcontractors. In addition, Offerors must provide information that describes their plans for meeting the targets set forth in their proposal.

L.6 ADDITIONAL INFORMATION

The following statements are also included in this solicitation:

- a. The offeror must identify all Government-owned property in your possession and all property acquired with Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract.
- b. The management and control of Government property must be in accordance with HHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (2007)," a copy of which can be obtained from the Contracting Officer upon request.

L.7 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a cost-plus-fixed fee contract resulting from this solicitation.

L.8 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Department of Health and Human Services, Program Support Center, Division of Acquisitions Management, SAS, Parklawn Building, Room 5-101, 5600 Fishers Lane, Rockville, Maryland 20857.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.9 HHSAR 352.270-19(a) Electronic and Information Technology Accessibility (XXXXXXX 2008)

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Provisions (36 CFR part 1194), require that, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit:

(1) Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and

(2) Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

Accordingly, any vendor submitting a proposal/quotation/bid in response to this solicitation must demonstrate compliance with the established EIT accessibility provisions. Information about Section 508 is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.

The Section 508 standards applicable to this solicitation are identified in the Statement of Work/Specification/Performance Work Statement. In order to facilitate the Government's evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products and/or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products and /or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government – i.e., after award of a contract/order, that products and/or services delivered do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its expense.

(End of provision)

L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.acqnet.gov/far/>.

FAR CLAUSE

TITLE

52.204-7

Central Contractor Registration (APR 2008)

52.215-1

Instruction to Offerors-Competitive Acquisition (JAN 2004)
[use HHSAR 352.215-1 in lieu of paragraph (e) of this clause]
Alternate II (OCT 1997)

52.215-16	Facilities Capital Cost of Money (JUN 2003)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997) (Alternate IV) (OCT 1997) [see Section L.3.3]
52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
52.237-10	Identification of Uncompensated Overtime (OCT 1997)

SECTION M EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

To be acceptable and eligible for evaluation, proposals must (1) be prepared in accordance with and comply with the instructions given in this solicitation and (2) address all of the requirements set forth in Section C. Offerors who submit proposals which fail to address all of the requirements of Section C, who inadvertently omit a particular requirement of Section C, or which merely offer to conduct a program in accordance with the requirements of the Government's scope of work may be eliminated from further consideration/evaluation and will not be eligible for an award.

M.2 AWARD WITHOUT DISCUSSIONS AND COMPETITIVE RANGE DETERMINATIONS

Offerors are advised that the Government may evaluate proposals and award a contract without discussions. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government also reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

In the event discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.3 AWARD

The following factors will be used to evaluate the proposal submitted in response to this solicitation. The factors in descending order of importance are:

1. Technical Merit
2. Past Performance
3. Cost

Although technical factors are of paramount consideration in the award of the contract, past performance and cost/price are also important to the overall contract award decision. All evaluation factors, other than cost/price, when combined are significantly more important than cost/price. Award will be made to that Offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This determination will be made by comparing differences in technical merit and past performance with differences in cost to the Government. The Government, however, will not make an award at a significantly higher cost to achieve slightly superior technical merit and past performance.

The merit of proposals will be evaluated carefully. Each proposal must carefully document the feasibility of successful implementation of the requirements of this RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below

M.4 TECHNICAL EVALUATION (0 - 87 points)

The technical proposal will be scored against the evaluation criteria described below. The following criteria will be used to technically evaluate proposals submitted in response to this solicitation. The merits of each proposal will be judged solely on the written material provided by the Offeror:

M.4.1 Understanding the Scope of Work (0 - 20 points)

The extent to which the offeror's proposal reflects a good understanding of the Scope of Work and of the tasks and objectives to be accomplished through the project will be evaluated. Discussion should provide a comprehensive statement of the needs and reflect an understanding and sensitivity to children with disabilities and family members, its related legislation, and the nature and objectives of ADD's technical assistance effort. The extent to which the offeror identifies others who are engaged in effective technical assistance and training in family support and/or in preparing families of children with disabilities to be leaders and to influence policies and practices. The extent to which it will involve families. The extent to which the offeror propose to address the needs of unserved and underserved families of children with disabilities, including families that speak languages other than or in addition to English, geographically isolated families, disadvantaged families, and military families in every State and Territory.

M.4.2 Technical Approach (0 - 30 points)

The extent to which the offeror provides evidence of methodological competence and capability to carry out the purposes and requirements of this contract. The proposal should specifically describe the technical approach, resources and activities necessary to ensure success in achieving each task required in the Statement of Work. The description should be clear, concise, and demonstrate practicality and feasibility in its proposed implementation. Milestones and/or phasing charts should illustrate a logical sequence of proposed events.

Standards/criteria should be developed for judging the efficacy of family support programs from the perspective of families of children with disabilities (e.g. develop criteria for a report card). The offeror should show how it will identify, compile, and disseminate best family support practices implemented around the country, as well as provide leadership training on how to participate as informed and knowledgeable partners in working with State and local agencies in designing, expanding and improving family-centered policies and practices. A description of how it will provide technical assistance, including developing and disseminating tool kits in English and other languages should be included in the proposal. The proposal should show how information related to family support will be categorized in a manner that will be easily recognized and used by families of children with disabilities.

The Contractor must be capable of scheduling and phasing in all tasks and have the knowledge and skill-set required to ensure continuing and seamless performance. It is desired that all components of the project will be smoothly transitioned and in full operation during the first year of the contract.

M.4.3 Qualification of Proposed Personnel (0 - 20 points)

The technical qualifications of the specific personnel who would be assigned to the project, should include their academic, professional, and technical experiences related to the project and to the functions and duties, they would perform. The proposal should include a description of each position proposed under this contract, and specify the qualifications of the persons to be employed.

The proposal should specify the relevant background and experience of key staff for their work in areas of relevance to this project (e.g., expertise in disabilities – related issues and program areas, experience with technical writing, conducting training workshops, and technical assistance for disabilities organizations, etc.). Information should be provided on how staff would function to provide training and technical assistance, conduct outreach, disseminate information, develop and maintain a website, handle inquiries and evaluate the impact of NC&TACFS.

The proposal should also provide evidence of successful experience of the proposed Project Director in managing training and technical assistance contracts or programs of the scope and nature of this contract.

The proposal should describe how the staff will assist families of children with disabilities to better understand their children's disabilities and their developmental needs in the context of the family as a whole.

M.4.4 Field Experience (0 - 12 points)

The proposal should specify the number of years that the organization and/or key personnel have conducted activities related to individuals with disabilities. The proposal should specify the relevant background and experience in the family support for persons with disabilities environment. The proposal should provide the organization's vision for family support, encompassing the scope and nature of family support. A description of the full range of barriers and challenges facing families of children with disabilities as well as the identification of innovative and effective best practices and models of family support, indicating why and how they have a positive impact on families of children with disabilities, should be included.

M.4.5 Adequacy of Management Plan (0 - 5 points)

The extent to which the offeror outlines the proposed work as it relates to the Statement of Work. This should include scheduling work according to the tasks and timetables for deliverables, and specific procedures for maintaining quality control of materials developed. The Contactor's management plan shall demonstrate that the scheduling of work and tasks insures that at least forty-percent (40%) of the contract direct labor cost will be subcontracted to small businesses.

M.5 PAST PERFORMANCE EVALUATION (0 - 5 POINTS)

M.5.1. General

The offeror should provide evidence of a working knowledge of family support programs from 2004 to date, as well as experience providing technical assistance to such programs.

The past performance evaluation will be based on information obtained from references provided by the Offeror, as well as other relevant past performance information obtained from other sources known to the Government.

When evaluating past performance, the Government will focus on the areas of Quality of Service; Timeliness of Performance; Price/Cost Control; Customer Satisfaction and General Information.

M.5.2 Evaluation Scheme

The Government will assess an overall past performance rating for each reference contacted. The overall rating of each reference will then be combined to arrive at a final past performance rating, which will be assigned points based on the following rating scheme:

<u>Definition</u>	<u>Description</u>
Exceptional ++ (Plus-Plus)	The Contractor has demonstrated an excellent level of performance that exceeds the performance level described as "Excellent". It is expected that this rating will be used in those rare instances when Contractor performance clearly demonstrates a level of quality, innovation, performance well beyond the contract requirements warranting the assignment of the highest possible rating.
Excellent	The Contractor has demonstrated an excellent performance level in all categories. There have been no performance problems and the Contractor has demonstrated initiative to enhance/exceed contractual requirements and objectives. The Contractor also has maintained an excellent Contractor/Government relationship throughout contract performance.
Good	There are no quality of service problems; no cost/price issues; and no delays. Responses to inquiries and technical/service administrative issues are consistently effective and responsive. Nonconformances do not impact achievement of contract requirements.
Acceptable	Nonconformances are minor and have little impact on achievement of contract requirements, require minor intervention by Government personnel to resolve issues.
Marginal	Nonconformances are impacting achievement of contract requirements, require substantial intervention by Government personnel to resolve issues
Unacceptable	Nonconformances are compromising the achievement of contract requirements, despite substantive intervention by Government personnel.

NOTE: Offerors shall provide a thorough explanation of problems encountered and corrective actions taken. The Government will take Offerors' comments into consideration when conducting its past performance evaluation. **OFFERORS MAY NOT BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE.**

M.6 EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION (8 Points)

In order to qualify for the evaluation credit the SDB must be an SDB under SIC Major Group 87 (NAICS Code 541611) for the tasks that the SDB is being proposed to accomplish. In order for a Small

Disadvantaged Business submitting a proposal as a prime to get these points, it must also offer a small disadvantaged business subcontracting plan.

M.6.1 Offerors will be evaluated on the following sub-factors:

M.6.1.1 The extent of an Offeror's commitment to use SDB concerns (0 – 4 points)

Commitment should be as specific as possible, i.e. are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and phone numbers. Enforceable commitments will be weighed more heavily than non-enforceable ones. Targets expressed as dollars and percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified.

M.6.1.2 The complexity and variety of the work SDB concerns are to perform (0 – 2 points)

Greater weight will be given for arrangements where the SDB shall be performing a greater variety of work, and work of greater complexity.

M.6.1.3 Past performance of the Offeror in complying with sub-contracting plans for SDB Concerns and monetary targets for SDB participation (0 – 2 points)

An Offeror with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable.

M.7 COST EVALUATION

M.7.1 The estimated cost is not a numerically weighted factor and it will receive less consideration than technical merit and past performance. Although the estimated cost will not be point scored, it is important. The Government cannot award a contract until all proposed costs have been determined reasonable, and the best value to the Government, price and other factors considered.

M.7.2 An analysis will be conducted on the proposed costs as well as a cost realism analysis using the cost breakdown information submitted. Cost realism is defined as the offeror's ability to project costs which are realistic for the work to be performed, indicates that the offeror understands the nature and extent of the work to be performed, and is consistent with the various elements of the offeror's technical submission.

M.8 RESPONSIBILITY

To be eligible for an award, an Offeror must be determined responsible in accordance with the standards in FAR Part 9.104.

OFFICE OF SMALL AND DISADVANTAGED BUSINESS UTILIZATION SMALL BUSINESS SUBCONTRACTING PLAN

*The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by the Federal Acquisition Regulations (FAR) Subpart 19.7. The U.S. Department of Health and Human Services (HHS), Office of Small and Disadvantaged Business Utilization (OSDBU) recommend offerors use the following format to submit proposed Individual Subcontracting Plans, including modifications. It is not intended to replace any existing Corporate/Commercial Plan that is more extensive. A subcontracting Plan is required if the estimated cost of the contract **may exceed \$550,000** (small businesses are excluded). Questions should be forwarded to the Contracting Officer or Teneshia Alston, Senior Small Business Analyst (Teneshia.Alston@HHS.GOV).*

HHS Operating Division (OPDIV): _____

SOLICITATION OR CONTRACT NUMBER: _____

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

STATE / ZIP CODE _____

DUNN & BRADSTREET NUMBER: _____

ITEM / SERVICE (Description): _____

NEW/INITIAL CONTRACT

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

Base \$ _____ Performance Period/Quantity _____

Option 1: \$ _____ Performance Period/Quantity _____

Option 2: \$ _____ Performance Period/Quantity _____

Option 3: \$ _____ Performance Period/Quantity _____

Option 4: \$ _____ Performance Period/Quantity _____

\$ _____ Total Contract Cost

CONTRACT MODIFICATION (if applicable)

NEW PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

Original/Base \$ _____ Performance Period/Quantity _____

Modification \$ _____ Performance Period/Quantity _____

Task Order \$ _____ Performance Period/Quantity _____

\$ _____ Modified Total Contract Cost

Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required.

"SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.

If assistance is needed to locate small business sources, contact the Small Business Specialist (SBS) supporting the OPDIV. SBS contact information is located on the OSDBU website (<http://www.hhs.gov/osdbu/staff.html>) or you may contact the OSDBU headquarters at (202) 690-7300.

HHS current subcontracting goal is **39.9 %** for small business, including 8(a) Program Participants (hereafter referred to as SB), **5.00 %** for Small Disadvantaged Business, including Alaska Native Corporations (ANC) and Indian Tribes (hereafter referred to as SDB), **5.00 %** for women-owned business and economically disadvantaged women-owned business (hereafter referred to as WOSB), **3.00 %** HubZone business (HUBZone) and **3.00 %** service disabled veteran-owned small business (SDVOSB) concerns for **Fiscal Year (FY) 2008**. For this procurement, HHS expects all proposed subcontracting plans to contain at a minimum the aforementioned percentages. These percentages shall be expressed as percentages of the total estimated subcontracting dollars. Zero goal statement removed.

1. Type of Plan (check one)

_____ **Individual plan** (all elements developed specifically for this contract and applicable for the full term of this contract).

_____ **Master plan** (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

_____ **Commercial products/service plan** (goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts) this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror's fiscal year (attach a copy). **The Summary Subcontracting Report (SSR) must include a breakout of subcontracting prorated for HHS and other Federal agencies.**

2. Goals

Below indicate the dollar and percentage goals for Small Business, Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Woman-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Service-Disabled Veteran-owned (SDVOSB) small businesses and "Other than small business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans. If any contract has more four options, please attach additional sheets which illustrate dollar amounts and percentages.

- a. **Total estimated dollar value of ALL planned subcontracting**, i.e., with ALL types of concerns under this contract is _____ (Base Year).

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

- b. **Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES** (including SDB, WOSB, HUBz and SDVOSB): (% of "a")
\$ _____ and _____% (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

- c. **Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES:** (% of "a") \$ _____ and _____% (Base Year).

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

- d. Total estimated dollar value and percent of planned subcontracting with **WOMAN-OWNED SMALL BUSINESSES**: (% of "a") \$ _____ and _____ % (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

- e. Total estimated dollar and percent of planned subcontracting with **HUBZone SMALL BUSINESSES**:
(% of "a") \$ _____ and _____ % (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

- f. Total estimated dollar and percent of planned subcontracting with **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES**: (% of "a") \$ _____ and _____ % (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

- g. Total estimated dollar and percent of planned subcontracting with **"OTHER THAN SMALL BUSINESSES"** (*As defined by the Small Business Administration as "any entity that is not classified as a small business. This includes large businesses, state and local governments, non-profit organizations, public utilities, educational institutions and foreign-owned firms."*) (% of "a") \$ _____ and _____ % (Base Year)

FY ___1 st Option	FY ___2 nd Option	FY ___3 rd Option	FY ___4 th Option
\$ _____	\$ _____	\$ _____	\$ _____

Note: Federal prime contract percentage goals may serve as objectives for subcontracting goal development:

- Total Small Business (SB) 19.00%
- 8(a) Program Participants 5.00%
- Small Disadvantaged Business (SDB) 5.00%
- Woman Owned Small Business (WOSB) 5.00%
- Historically Underutilized Business Zone (HUBZone) 3.00%
- Service Disabled Veteran Owned Small Business (SDVOSB) 3.00%

- h. Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply):

Products and / or Services	Other	Small Business	SDB	WOSB	Hubz	SDVOSB
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

- i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

- j. Indirect costs have ____ have not ____ been included in the dollar and percentage subcontracting goals above (check one).
- k. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone and SDVOSB concerns:

3. Program Administrator:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? (If NO is checked, please who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing; ___yes ___ no
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone and SDVOSB concerns from all possible sources; ___yes ___ no
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists; ___ yes ___ no
- d. Assuring that SB, SDB, WOSB, HUBZONE and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing. ___ yes ___ no
- e. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone and SDVOSB concerns. ___ yes ___ no
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, Hubz and SDVOSB small business participation. ___ yes ___ no
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone and SDVOSB concerns to include the Central Contractor Registration (<http://www.ccr.gov/>), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; ___ yes ___ no
- h. Establishing and maintaining contract and subcontract award records; ___ yes ___ no

- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; __ yes __ no
- j. Ensuring that SB, SDB, WOSB, HUBZone and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; __ yes __ no
- k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; __ yes __ no
- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals; ____yes ____ no
- m. Preparing and submitting timely, required subcontract reports; ____ yes ____ no
- n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures; __ yes __ no
- o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and __ yes __ no
- p. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1. Contact minority and small business trade associations; 2) contact business development organizations and local chambers of commerce; 3) attend SB, SDB, WOSB, HUBZone and SDVOSB procurement conferences and trade fairs; 4) review sources from the Central Contractor Registration (<http://www.ccr.gov/>); 5) review sources from the Small Business Administration (SBA), Central Contractor Registration (CCR); 6) Consider using other sources such as the National Institutes of Health (NIH) e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-PIC is not a mandatory source; however, it may be used at the offeror's discretion; and 7) Utilize newspaper and magazine ads to encourage new sources.

b. Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs;
2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
3. Monitor activities to evaluate compliance with the subcontracting plan.

Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." Note: In accordance with FAR 52.212-5(e) and 52.244-6(c) the contractor is not required to include flow-down clause FAR 52.219-9 if it is subcontracting commercial items.

6. Reporting and Cooperation

The contractor gives assurance of 1) cooperation in any studies or surveys that may be required; 2) submission of periodic reports which illustrate compliance with the subcontracting plan; 3) submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); and 4) subcontractors submission of ISRs and SSRs. **ISRs and SSRs shall be submitted via the Electronic Subcontracting Reporting System (eSRS) website <https://esrs.symlicity.com/index?tab=signin&cck=1>**

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	ISR	4/30
Apr 1 - Sept 30	ISR	10/30
Oct 1 - Sept 30	SSR	10/30
Contract Completion	Year End SDB Report	30 days after completion

Please refer to FAR Part 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30.

- a. Submit ISR (bi-annually) for the awarding Contracting Officer's review and acceptance via the eSRS website.
- b. Currently, SSR (annually) must be submitted for the HHS eSRS Agency Coordinator review and acceptance via the eSRS website. (**Note:** Log onto the OSDBU website to view the HHS Agency Coordinator contact information (<http://www.hhs.gov/osdbu/staff.html>)).

Note: The Request for Proposal (RFP) will indicate whether a subcontracting plan is required. Due to the nature and complexity of many HHS contracts, particularly the Centers for Medicare and Medicaid (CMS), the contractor may not be required to submit its subcontracting reports through the eSRS. The Contracting Officer will confirm reporting requirements prior to the issuance of an award. For more information, contact Teneshia Alston, Agency Coordinator-eSRS (Teneshia.Alston@HHS.GOV).

7. Record keeping

FAR 19.704(a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone and SDVOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone and SDVOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards;
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This is not required on a contract-by-contract basis for commercial plans.)

- g. Other records to support your compliance with the subcontracting plan: (Please describe)

8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, 8(a), SDB, women-owned small business, HubZone and service disabled veteran-owned small business concerns.

Your company has established and used such procedures: _____ yes _____ no

9. Description of Good Faith Effort

Maximum practicable utilization of small, 8(a), small disadvantaged, woman-owned, HubZone small and service disabled veteran owned concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. **When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor.** In order to demonstrate your compliance with a good faith effort to achieve the small, SDB, WOSB, HubZone and SDVOSB small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting official prior to approval of the plan.

SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date: _____

This plan was reviewed by:

Signature: _____

Typed Name: _____

Title: Contracting Officer Date: _____

This plan was reviewed by:

Signature: _____

Typed Name: _____

Title: HHS Small Business Specialist (SBS) Date: _____

This plan was reviewed by:

Signature: _____

Typed Name: _____

Title: Small Business Administration Procurement Center Representative

Date: _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
7. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CONTRACT PRICING PROPOSAL		GOVERNMENT SOLICITATION NO.			
		PAGE NO.	NO. OF PAGES		
NAME OF OFFEROR		TITLE OF PROPOSAL			
HOME OFFICE ADDRESS					
LOCATION(S) WHERE WORK IS TO BE PERFORMED		TOTAL AMOUNT OF PROPOSAL		TOPIC NUMBER	
BREAKDOWN OF COST ELEMENTS: Itemize on Exhibit A. Refer to the Solicitation Instructions.					
1. DIRECT LABOR (Specify)	ESTIMATED HOURS	RATE/HOURS	EST COST (\$)	TOTAL EST COST	REFERENCE
Principal Investigator					
TOTAL DIRECT LABOR					
2. FRINGE BENEFITS	RATE	X BASE =	EST COST(\$)		
Enter Rate as a decimal (e.g. 0.25 for 25%)					
3. OVERHEAD	RATE	X BASE =	EST COST(\$)		
Enter Rate as a decimal (e.g. 0.39 for 39%)					
4. OTHER DIRECT COSTS (Itemize All on Exhibit A)					
4a. TRAVEL (Include transportation & per diem)					
4b. SUBCONTRACTORS/CONSULTANTS					
(Identify—purpose—hourly or daily rate)			EST COST (\$)		
TOTAL SUBCONTRACTORS/CONSULTANTS					
4.c. EQUIPMENT					
4.d. SUPPLIES					
4.e. OTHER					
TOTAL OTHER DIRECT COSTS	Sum of Items 4a-4e				
5. GENERAL AND ADMINISTRATIVE EXPENSE	RATE	X BASE =	EST COST(\$)		
Enter Rate as a decimal (e.g. 0.11 for 11%)					
TOTAL ESTIMATED COSTS (DIRECT + INDIRECT)	Sum of Items 1-5				
6. FEE OR PROFIT	RATE	X BASE =	EST COST(\$)		
Enter Rate as a decimal (e.g. 0.07 for 7%)					
TOTAL ESTIMATED COST AND FEE or PROFIT	Sum of Items 1-6				

This proposal reflects our best estimates as of this date, in accordance with General Information and Instructions.		
TYPED NAME AND TITLE		SIGNATURE
NAME OF FIRM	EIN	DATE OF SUBMISSION
EXHIBIT A-SUPPORTING SCHEDULE (Specify. If more space is needed, use Appendix C-Page 3)		
COST EL. NO.	ITEM DESCRIPTION (See footnote 5)	EST COST (\$)
1. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACTS WITHIN THE PAST TWELVE MONTHS? ☐ YES ☐ NO (If yes, identify below)		
NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL		TELEPHONE NUMBER/EXTENSION
II. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT? ☐ YES ☐ NO (If yes, identify on Appendix C-Page 3 or on separate page)		
III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? ☐ YES ☐ NO (If yes, identify): ☐ ADVANCED PAYMENTS ☐ PROGRESS PAYMENTS OR ☐ GUARANTEED LOANS		
IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed [IR&D] projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT? ☐ YES ☐ NO (If yes, identify):		
V. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS? ☐ YES ☐ NO (If no, explain on Appendix C-Page 3 or on separate page.)		

GENERAL INFORMATION

1. This form provides a standard format for the offeror to submit a summary of estimated costs (and attached supporting information suitable for detailed review and analysis.)
2. Offerors should use indirect rates consistent with their own accounting system, even if different from the rate categories shown on page 1 of this Appendix.
3. The Contracting Officer may request additional supporting information when needed. The offeror may be required to submit a Certificate of Current Cost or Pricing Data prior to the award of a contract.
4. The Government has the right to examine the books, records, documents, and other supporting data to permit adequate verification and evaluation of cost or pricing data submitted, along with the computations and projections used by the offeror. This right may be exercised in connection with any negotiations prior to contract award.
5. The offeror must list the principal items within each category and indicate any known or anticipated source, quantity, unit price, competition obtained, and basis used to establish source and reasonable costs.

CONTINUATION OF EXHIBIT A - SUPPORTING SCHEDULE AND REPLIES TO QUESTIONS II AND V.

**SOURCE SELECTION SENSITIVE (when completed)
PAST PERFORMANCE EVALUATION QUESTIONNAIRE**

**NATIONAL CLEARINGHOUSE AND TECHNICAL ASSISTANCE CENTER ON FAMILY SUPPORT (NC&TACFS), IN
SUPPORT OF THE ADMINISTRATION ON DEVELOPMENTAL DISABILITIES (ADD)**

1 CONTRACT INFORMATION

1a Contractor: _____

1b Contract Number: _____

1c Type of Contract: (check all that apply)

i. ☐ Negotiated ☐ Sealed Bid

ii. ☐ Competitive ☐ Non-Competitive

iii. ☐ Firm Fixed-Price ☐ Fixed-Price Incentive ☐ Fixed-Price Award Fee (Cost-Plus-Award-Fee)

☐ Cost-Plus-Incentive-Fee ☐ Cost-Plus-Fixed-Fee ☐ Other: _____

1d Please complete the following:

Period of Performance: _____ to _____

Initial Contract Value: \$ _____

Current (or completed) Contract Value: \$ _____

1e Brief description of requirement:

1f Complexity of effort (check one): () Difficult () Routine

2 **EVALUATOR INFORMATION:** Please provide the following information (to assist us in tracking responses received and resolving any questions in the evaluation process if necessary):

Name of Evaluator:_____

Telephone Number:_____

Facsimile Number:_____

Organization/Office:_____

Mailing Address:_____

Position Title/Grade:_____

Period of involvement in contract:_____

Questionnaire Completion Date:_____

- 3. RATING CATEGORIES:** The following definitions for adjectival rating categories are provided for your convenience. Please rate each aspect of past performance by checking one of these categories in the spaces provided in Section 4.

EXCEPTIONAL: The Contractor has demonstrated an excellent level of performance which (++) Plus-Plus) exceeds the performance level described as "Excellent." It is expected that this rating will be used in those rare instances when Contractor performance clearly demonstrates a level of quality/innovation/performance well beyond the contract requirements warranting the assignment of the highest possible rating.

EXCELLENT: Contractor demonstrates initiative to enhance/exceed contractual requirements/objectives and overall contractor/government relationship is exceptional.

GOOD: There are no quality of service problems and/or nonconformances do not impact achievement of contract requirements.

ACCEPTABLE: Nonconformance is minor and have little impact in achievement of contract requirements, requires minor intervention by Government personnel to resolve issues.

MARGINAL: Nonconformance is impacting achievement of contract requirements, requires substantial intervention by Government personnel to resolve issues.

UNACCEPTABLE: Nonconformance is compromising the achievement of contract requirements, despite substantive intervention by Government personnel.

Please check the appropriate rating category. Comment lines are provided for additional information if the MARGINAL or UNACCEPTABLE rating category apply (however, the comment lines may be used to provide any additional information deemed noteworthy). If a question is not applicable, so indicate.

- 4. QUALITY OF SERVICE:** This area of the questionnaire deals with compliance of contract requirements, to include appropriateness of personnel and technical excellence.

4a Overall compliance with contract terms and conditions.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

4b. Effectiveness and reliability of contractor's Key Personnel.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

4c Adequacy of staffing to meet contract requirements.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

4d. Consistency and reliability of contractor's technical performance.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

4e. Ability to effectively implement "start-up" contract performance.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

5. TIMELINESS OF PERFORMANCE: This area of the questionnaire deals with the contractor's ability to meet milestones and delivery schedules, to include responsiveness to technical direction, completion of efforts on time including wrap-up and contract administration.

5a. Overall performance in planning, scheduling, and monitoring.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

5b. Completion of major milestones on schedule.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

5c. Responsiveness to contract changes from a contract administration perspective.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

5d. Responsiveness/capability to respond to surge/short term requirements.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

6. PRICE/COST CONTROL: This area of the questionnaire deals with the contractor's ability to control price/cost escalation during performance to include appropriate budgetary estimates, current/accurate/complete billings/invoices, relationship of negotiated costs to actual, claim submissions, cost efficiencies, and change order issues.

6a. Quality, completeness, and accuracy of price/cost proposals.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

6b. Accuracy and timeliness of cost reports.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

6c. Ability of the Contractor to operate at or below budget.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

7. CUSTOMER SATISFACTION: This area of the questionnaire deals with the contractor's commitment to satisfaction and cooperative/reasonable behavior with customers to include effective management, responsiveness to contract requirements, businesslike behavior, prompt notification of problems, flexible and proactive qualities, effective contractor-recommended solutions, and effective subcontracting and teaming arrangements.

7a. Organizational support structure provides adequate span of control and supervision.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

7b. Maintains a single effective point of contact to manage and resolve problems.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

7c. Ability to solve contract performance problems without extensive guidance from Government personnel.

Rating Category: () Exceptional (++) () Excellent () Good () Acceptable () Marginal () Unacceptable

8. GENERAL INFORMATION: Please provide answers to the following questions.

8a. Has the contractor ever been given a cure notice, show cause notice, suspension of progress payments, or letters of direction?

() Yes () No. If yes, please explain:

8b. Has this contract been partially or completely terminated? () Yes () No; () Default () Convenience

If yes, please explain: _____

8c. Are there any pending partial or complete terminations? () Yes () No; () Default () Convenience

If yes, please explain and indicate status: _____

8d. If an award/incentive fee contract, what percent of the available fee did the contractor usually receive?

8e Changes in contract dollar value throughout the life of the contract are/were attributable, for the most part, to () Government-issued change orders () claims submitted by the contractor () other Government actions () other contractor actions.

Please explain: _____

8f. Based on this contractor's overall performance; would you award this contractor another Government contract? () Yes () No

If “No, please explain: _____

Thank you for completing this past performance evaluation for the Administration on Developmental Disabilities. THIS INFORMATION WILL BE KEPT CONFIDENTIAL. Please fax this questionnaire to 301-443-1004, to the ATTENTION OF: JEHOVAH KEARSE JR, and mail the original to the address indicated below:

HHS/Program Support Center,
Division of Acquisition Management
Parklawn Building, Room 5-101
5600 Fishers Lane, Rockville
Maryland 20857
ATTN: Jehovah Kears Jr., Contract Specialist,
RFP: 08Y022560