DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Division of Acquisition Management, SAS
Room 5-101, Parklawn Building
5600 Fishers Lane
Rockville, MD 20857

June 6, 2005

Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Request for Proposal (RFP), ONCHIT-3, entitled "Developing: A Prototype for a Nationwide Health Information Network Architecture." To respond to this RFP you must submit an original and six copies of your technical proposal, cost proposal and past performance information. See Sections L and M of the RFP for specific instructions and evaluation criteria. **This solicitation is a partial small business set-aside. The NAICS Code is 541618 and the small business size standard is $6 million. One-third of the awards made under this solicitation are set-aside for small business.**

Your proposals must be received by the Contracting Officer at the address below not later than July 7, 2005, at 3:OO P.M. Eastern Standard Time.

Department of Health and Human Services
Program Support Center
Strategic Acquisition Service
Division of Acquisition Management
Attn: Janet Miller, ONCHIT-3
Parklawn Building, Room 5-101
5600 Fishers Lane
Rockville, Maryland 20857
Reference: RFP 05I053988

Please note that because of increased security in Federal Buildings, you must allow extra time for your proposal to be processed by security before being delivered to the receiving office above. Security will not permit the entry of boxes at the main entrances. Boxes can be delivered via the loading dock which is located at the rear of the building on Parklawn Drive. The Contractor or Courier must call (301) 443-2475 to request an escort from the loading dock.

It is the Offeror's responsibility to get all proposals to Room 5-101 by the scheduled closing date and time. Proposals received late in the Contracting Office due to a delay caused by security measures are considered late under FAR Clause 52.215-1 "Instructions to Offerors - Competitive Acquisitions."

It is recommended that Offerors read the RFP in its entirety and submit any questions you may have to the attention of Janet Miller. Requests for information concerning this RFP must be put in writing. No telephone calls will be accepted regarding the RFP. Any questions must be sent via the Internet to pscacquisitions@psc.gov. All questions must be received by 10:00 A.M. Eastern Standard Time on June 14, 2005. Responses to the questions will be addressed in the form of an amendment to the solicitation which will be available for downloading via the FedBizOpps web page.

Sincerely yours,

Janet H. Miller
Contracting Officer

Enclosures

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONSIDERATION

In consideration of performance of the requirements in SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT, the Government agrees to compensate the Contractor as follows:

Base 1

Estimated Cost: $_____

Fixed-Fee: $_____

Total Estimated Cost Plus Fixed Fee $_____

Option Year

Estimated Cost: $_____

Fixed-Fee: $_____

Total Estimated Cost Plus Fixed Fee $_____

See Section G.5, Travel and Other Costs, and Section I, I.1., 52.217-9, Option to Extend the Term of the Contract (MAR 2000); I.3., 52.232-19, Availability of Funds for Next Fiscal Year (APR 1984); and I.4., 52.232-20, Limitation of Cost (APR 1984).

SECTION C - DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

PROJECT TITLE: DEVELOPING A PROTOTYPE FOR A NATIONWIDE HEALTH INFORMATION NETWORK ARCHITECTURE

C.1.BACKGROUND

On April 27, 2004, the President issued an executive order (EO) announcing his commitment to the use of health information technology (health IT) in order to reduce medical errors, lower costs and provide better information for consumers and physicians. In particular, the President called for the widespread adoption of electronic health records (EHRs) and for health information to follow patients throughout their care in a seamless and secure manner. Widespread use of EHRs offers a unique means of improving quality, lowering health care costs and preventing medical errors, which may contribute to the death of between 50,000 and 100,000 Americans per year.

The EO directed the Secretary of Health and Human Services (HHS) to establish within the Office of the Secretary the position of National Coordinator for Health Information Technology (National Coordinator). On July 21, 2004, the National Coordinator released the *Framework for Strategic Action* outlining the goals and strategies to realize the President's goal. Over the past 9 months, HHS has widely discussed these ideas in public meetings, through a November 2004 Request for Information (RFI) published in the Federal Register, and in reviews of current state and local efforts in the health care industry.

In order to take the next critical step toward realizing the President's goal of widespread interoperable EHR adoption, the Secretary of HHS has initiated the next phase of the HHS health IT strategy. This phase will unfold over the next 500 days and includes convening leaders to coordinate public and private health IT efforts, developing strategies, contracting for studies, and funding prototypes and demonstrations to enable health IT.

The HHS health IT strategy calls for the following critical actions:

- Support an American Health Information Community (AHIC), a Federal advisory committee that will provide

advice and seek consensus-based recommendations for coordinating efforts in the public and private sectors for interoperable health IT adoption.

- Develop, create prototypes for, and evaluate a process to harmonize industry-wide health IT standards development, maintenance and refinements over time.

- Develop, create prototypes for, and evaluate a compliance certification process for EHRs, including the infrastructure or network components through which EHRs interoperate.

- Assess and develop plans to address variations in organization-level business policies and state laws that affect privacy and security practices, including those related to HIPAA, which may pose challenges to interoperable health information exchange.

- Develop, create prototypes for, and evaluate a nationwide health information network (NHIN) architecture for widespread health information exchange that can be used to test specialized network functions, security protections and monitoring, and demonstrate feasibility of scalable models.

- Assess EHR adoption through surveys, assessments and studies that can identify key enablers of EHR adoption and monitor the diffusion of EHRs by the health care community at large.

- Coordinate the sharing of health information through Federal health programs among the Federal Health Architecture (FHA) program.

This contract is a key part of the HHS health IT plan for developing and evaluating prototypes for a NHIN architecture. HHS is taking the first step to initiate and test a nationwide approach toward interoperability by sponsoring multiple NHIN architecture prototype efforts using the Internet as the networking platform. HHS shall award up to six (6) contracts.

C.2. PURPOSE

The responses to the November 2004 RFI on the development and adoption of a NHIN provided options for how widespread interoperability of health information could be achieved. Cumulatively, the 512 responses yielded nearly 5,000 pages of information. The responses provided an extraordinarily rich and descriptive set of thoughts on interoperability and health information exchange. According to some of the responses, a fully functional NHIN could provide the framework for authorized, secure, timely, and accurate exchanges of health information among patients, clinicians and other providers and authorized entities. Further, the potential value of the interoperable health information exchange is substantial. A recent study estimated a net savings from national implementation of fully standardized interoperability between providers and five other types of organizations could yield $77.8 billion annually, or approximately 5 percent of the projected $1.7 trillion spent on U.S. health care in 2003. (Source: *The Value of Health Care Information Exchange and Interoperability: There is a business case to be made for spending money on a fully standardized nationwide system.* Jan Walker, Eric Pan, Douglas Johnston, Julia Adler-Milstein, David W. Bates, and Blackford Middleton – Health Affairs: Web Exclusive, January 19, 2005).

The purpose of this contract is to develop and evaluate prototypes for a NHIN architecture maximizing the use of existing resources such as the Internet to achieve widespread interoperability among health care software applications, particularly EHRs. Another key objective is to spur technical innovation for nationwide sharing of health information in patient care and public health settings. Interoperability, for the purposes of this contract, means the ability of different information systems, software applications, and networks to communicate and exchange information in an accurate, effective, useful, and consistent manner.

The Contractor’s development and evaluation of a NHIN prototype shall include designs and architectures that specify the construction, models of operation, enhancement and maintenance, and live demonstrations of the NHIN prototype. The Contractor’s work shall help to inform HHS regarding the feasibility of developing a prototype NHIN

and also enable testing and evaluating the NHIN concept subsequent to the conclusion of the contract.

The Contractor shall also work collaboratively with other HHS health IT contractors developing and evaluating a compliance certification process and standards harmonization process, and privacy and security solutions for interoperable health information exchange, and the FHA program. The contractors shall meet and collaborate because there are tasks within each contract that are interdependent and require a coordinated and systematic approach. For example, the contractors are tasked with independently recommending use-cases that illustrate interoperability scenarios to support their respective contract deliverables. The contractors and other appropriate stakeholders such as representatives from the Department of Health and Human Services (HHS), Department of Veterans Affairs (VA), Department of Defense (DoD), Department of Commerce (DoC), Department of Homeland Security (DHS), Environmental Protection Agency (EPA), National Science Foundation (NSF), and General Services Administration (GSA) shall convene to discuss the recommended use-cases and agree to a common set of use-cases that shall be used by all contractors in fulfilling their respective contract deliverables. Additional interdependent activities among the contracts that require a coordinated approach are described in the specific tasks of each contract. The Project Officer shall designate and convene the meetings among the contractors with assistance from a HHS support contractor. See the Federal Business Opportunities (FedBizOpps) and the HHS website for information on the solicitations for the other contracts.

C.3. STATEMENT OF WORK

In order to develop and evaluate interoperable health information exchange, the Contractor shall demonstrate their solutions in real-world health care environments maximizing the use of existing infrastructure. These demonstrations must be performed in three (3) or more distinct health care markets, located in a state or among multiple states. Each distinct health care market must satisfy, at a minimum, the following criteria:

a) Include two or more competing provider organizations.

b) Include at least four types of provider organizations (e.g., physician practice, hospital, free standing lab, etc.), two of which must be an independent physician practice and a safety net provider.

c) Involve both inpatient and outpatient settings.

d) Include two or more end-user health care applications (e.g., EHRs) that will exchange information across sites of care. These applications must be the products of multiple competing vendors, deployed in clinical settings, and handle a volume at least 100,000 patient encounters per year (total across all involved applications).

e) Include at least one system or application that provides data for population health purposes, e.g., biosurveillance, post market surveillance and clinical research, via the prototype NHIN.

The Contractor shall also demonstrate the interoperable exchange of health information across the three (3) distinct health care markets.

The Contractor shall perform the following tasks:

Task 1: Develop and maintain a comprehensive work plan. The work plan shall provide a written description of a proposed process and strategy to execute all tasks and use the Earned Value Management (EVM - as referenced in section 300.4 of OMB Circular A-11) to the extent practicable. The work plan shall also provide the Project Officer with project activities; task prioritization; resource requirements, including person hours by task; interim milestones to achieve deliverables; interdependencies and intersections with other activities and risk mitigation strategies.

Task 2: Conduct a project start up meeting with the National Coordinator and Project Officer to review the contract, introduce Contractor and Government staff, review and approve a comprehensive work plan and identify and prioritize initial activities.

Task 3: Develop a minimum of three recommended use-cases that illustrate a thorough description of the

interoperability scenarios for a functional NHIN prototype. The use-cases shall address specialized variations and extensions of the general case of patients receiving care from a health care provider or health care organization (e.g., a free standing lab) and requiring the exchange of their relevant health information with other providers or health care organizations to support the clinical delivery of care at a different time and/or setting. Additionally, use-cases shall be developed that illustrate health data transmission and/or exchange for public health purposes, such as bio-surveillance, outbreak management, alerting and communicating with health providers, and public health detecting and reporting. The Contractor shall discuss and develop a common set of use-cases in collaboration with HHS health IT contractors and stakeholders such as HHS, VA, DoD, DoC, DHS, EPA, NSF, and GSA, which shall be designated and convened by the Project Officer with assistance from a support contractor. The Contractor shall refer to the common set of use-cases in fulfilling all subsequent tasks in the contract. The Project Officer shall approve the common set of use-cases.

Task 4: Participate in meetings and related activities, which shall be designated and conducted by the Project Officer with assistance from a HHS support contractor, including: (1) attending the AHIC, a Federal advisory committee, that will provide advice and seek consensus-based recommendations for coordinating efforts in the public and private sectors for interoperable health IT adoption and (2) participating with HHS health IT contractors and other stakeholders such as HHS, VA, DoD, DoC, DHS, EPA, NSF, and GSA to develop, apply and evaluate common use-cases, standards, definitions, priorities and other actions relevant to the development and evaluation of interoperable health IT. The Project Officer shall instruct the Contractor to attend all such meetings and related activities.

Task 5: Produce a detailed technical design and architecture for a NHIN maximizing the use of existing resources such as the Internet. The Contractor shall provide a thorough description of the functional and performance requirements, components, interfaces, standards, communication/interactions, data exchange, security model, protocols, technologies, and architecture.

Task 6: Develop and recommend a required set of data,

information and other technical standards as well as security policies needed for a NHIN. The Contractor shall discuss and agree on a common set of data, information and other technical standards as well as security policies in collaboration with other HHS health IT contractors and stakeholders such as HHS, VA, DoD, DoC, DHS, EPA, NSF, and GSA, which shall be convened by the Project Officer with assistance from a support contractor. The Contractor shall refer to the common set of data, information and other technical standards as well as security policies in the NHIN design and implementation tasks (see tasks 5 and 10). The Project Officer shall approve a set of data and standards that shall be used by the Contractor in the NHIN design and implementation (see tasks 5 and 10).

Task 7: Develop, test, and evaluate a deployment plan for a NHIN. The Contractor shall provide a thorough description and models for integration and implementation of a NHIN into the health care IT environment, including likely migration paths, operational models for multiple stakeholder environments, and infrastructure requirements (centralized, localized, etc.) for deployment.

Task 8: Develop, test, and evaluate an operational plan for a NHIN. The Contractor shall provide a thorough description of key operational aspects of sustaining a NHIN, including capacity and scalability planning for a national level, change management, business continuity, and administrative roles and responsibilities.

Task 9: Develop and evaluate a cost and revenue model for a NHIN. The Contractor shall provide a thorough description of the costs for rolling out, operating, maintaining, commercializing and evolving a NHIN, options for whom bears the costs, and how a revenue model could work that achieves a self-sustaining market for widespread health information exchange.

Task 10: Develop, test, and evaluate a functional prototype NHIN that is deployed within and among three (3) or more distinct health care markets as described in the introduction to the statement of work above and operated with live health care data using the same technology for information exchange within and among all 3 distinct health care markets. The prototype will contain published and/or discoverable technical interfaces that allow: 1) third party organizations to interface with NHIN technology in

“key” functional areas; and 2) alternate technology that duplicate those interfaces and functions to serve as replacement components for “key” functionality (i.e., ability to swap out functional components for others that implement the same interface). At a minimum, the “key” functional areas that require public interfaces are: user authentication and access control, other security policies, data de-identification of HIPAA-defined protected health information (PHI), patient identity reconciliation and remote location of patient data across care settings. The prototypes should satisfy the use-cases delivered in task 3 and the required set of data, information, and other technical standards as well as security policies in task 6.

Task 11: Give a live demonstration of a functional NHIN prototype as described above in task 10 that illustrates health information exchange within and among all three (3) distinct health care markets. The Contractor shall adhere to all applicable privacy rules and protections for the live demonstration.

Task 12: Deliver perpetual licenses for Government use of all the technology required to replicate the functional prototypes in other settings for evaluation purposes, along with encapsulated deployment packages, source code and manuals to facilitate subsequent deployments. The licenses shall include all intellectual property developed as a part of this contract.

Task 13: Submit written monthly status and financial reports describing progress against milestones, potential risks and risk mitigation strategies, EVM to the extent practicable and planned activities for the coming month and report such status orally and in writing every month to the Project Officer.

Task 14: Assist the Project Officer in developing reports, briefings, and other analyses as needed in response to requests from internal and external entities.

Task 15 (Option Period): Enhance NHIN demonstration by extending implementation to additional sites, improving performance, adding new capabilities, or including additional patient information and clinician users.

Task 16 (Option Period): Give a live demonstration of enhanced functional NHIN prototype as described above in

task 15 that illustrates interoperable health information exchange. The Contractor shall adhere to all applicable privacy rules and protections for the live demonstration.

C.4. PERFORMANCE STANDARDS

The Contractor shall use HHS approved performance standards which were developed by the Contractor as part of the successful proposal to monitor overall performance of HHS initiatives and identify potential improvement opportunities. These performance standards shall be updated as necessary with the approval of the Government.

C.5. PLACE OF PERFORMANCE

Work will be performed primarily at the Contractor's facilities. However, the Contractor may be required to perform work in the National Coordinator's office located in HHS. Some work may be performed at other locations on an as-needed basis. All travel will be reimbursed in accordance with the Federal Travel Regulations.

C.6. GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

The Government shall provide office facilities to carry out the work if required at HHS and arrange for the Contractor to have access to functioning required management tools, systems and infrastructure. The Project Officer will provide information, material and forms unique to the Department for supporting the tasks. The Contractor is not authorized to acquire any equipment without the prior written authorization from the Project Officer.

SECTION D – PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or Project Officer shall be paid by the Contractor.

D.2 MARKING

All information submitted to the Contracting Officer or the Project Officer shall clearly indicate the number of the contract for which the information is being submitted.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The Contractor's performance and the quality of services provided hereunder shall be subject to final inspection and acceptance by the Contracting Officer in conjunction with the Project Officer.

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 will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

http://www.acqnet.gov/far

FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF PERFORMANCE

The period of performance for this contract shall be one year, unless the period is changed by modification to this contract. This contract is subject to the availability of appropriations. This contract contains one 12-month option period. The option period may be exercised in accordance with Section I FAR Clause 52.217-9 “Option to Extend the Term of the Contract” (MAR 2000).

F.2. DELIVERY SCHEDULE

The Contractor shall submit deliverables to the Project Officer in electronic format on CD-ROMs unless directed by the Project Officer to provide hard copies. The Contractor shall submit deliverables in Microsoft Word 2000. All other deliverables (e.g. Power Point presentations, Adobe PDF files) shall be compatible with the current software version used by HHS. All deliverables shall meet the section 508 of Rehabilitation Act, 28 U.S.C § 794d accessibility requirements. All deliverables are subject to the review and approval of the Project Officer.

Ref #	Deliverable	Due Date
1	A comprehensive work plan that includes a written description of proposed process/strategy to execute all tasks and apply the Earned Value Management (EVM - as referenced in section 300.4 of OMB Circular A-11) to the extent practicable. The work plan shall also provide the Project Officer with project activities; task prioritization; resource requirements, including person hours by task; interim milestones to achieve deliverables; interdependencies and intersections with other activities and risk mitigation strategies.	Within 2 weeks of Effective Date of Contract (EDOC)

Ref #	Deliverable	Due Date
2	A project start up meeting within the National Coordinator and Project Officer to review the contract, introduce Contractor and Government staff, review and approve the work plan and identify and prioritize initial activities.	Within 3 weeks of EDOC
3	A minimum of three recommended use-cases that illustrate a thorough description of the interoperability scenarios for a functional NHIN prototype. The use-cases shall address specialized variations and extensions of the general case of patients receiving care from a health care provider or health care organization (e.g., a free standing lab) and requiring the exchange of their relevant health information with other providers or health care organizations to support the clinical delivery of care at a different time and/or setting. Additionally, use-cases shall be developed that illustrate health data transmission and/or exchange for public health purposes, such as bio-surveillance, outbreak management, alerting and communicating with health providers, and public health detecting and reporting. The Contractor shall discuss and develop a common set of use-cases in collaboration with other HHS health IT contractors and stakeholders such as HHS, VA, DoD, DoC, DHS, EPA, NSF, and GSA, which shall be designated and convened by the Project Officer with assistance from a support contractor. The Contractor shall refer to the common set of use-cases in fulfilling all subsequent tasks in the contract. The Project Officer shall approve the common set of use-cases.	Within 1 month of EDOC

Ref #	Deliverable	Due Date
4	Participation in meetings and related activities, which shall be designated and conducted by the Project Officer with assistance from a HHS support contractor, including: (1) attending the AHIC, a Federal advisory committee, that will develop advice and consensus-based recommendations for coordinating efforts in the public and private sectors for interoperable health IT adoption and (2) participating with HHS health IT contractors and other stakeholders such as HHS, VA, DoD, DoC, DHS, EPA, NSF, and GSA to develop, apply and evaluate common use-cases, standards, definitions, priorities and other actions relevant to the development and evaluation of interoperable health IT. The Project Officer shall instruct the Contractor to attend all such meetings and related activities.	3-6 meetings per year
5	Written monthly status and financial reports describing progress against milestones, potential risks and risk mitigation strategies, EVM to the extent practicable and planned activities for the coming month and report such status orally and in writing every month to the Project Officer. The financial reports shall include: (1) actual cost for the reporting month and cumulative cost for the contract to date, (2) budgeted costs for the reporting month and contract to date, and (3) estimated costs by month for the remainder of the performance period of the contract.*	Beginning 3 months of EDOC and every month thereafter. All reports shall be provided and submitted on or before the 10th day of the month following the reporting period.

Ref #	Deliverable	Due Date
6	A detailed technical design and architecture for a NHIN maximizing the use of existing resources such as the Internet. The Contractor shall provide a thorough description of the functional and performance requirements, components, interfaces, standards, communication/interactions, data exchange, security model, protocols, technologies, and architecture.	Within 3 months of EDOC
7	A recommended set of required data, information, and other technical standards as well as security policies needed for a NHIN. The Contractor shall discuss and agree on a common set of data, information and other technical standards as well as security policies in collaboration with other HHS health IT contractors and stakeholders such as HHS, VA, DoD, DoC, DHS, EPA, NSF, and GSA, which shall be designated and convened by the Project Officer with assistance from a support contractor. The Contractor shall refer to the common set of data, information and other technical standards as well as security policies in the NHIN design and implementation task (see tasks 5 and 10). The Project Officer shall approve a common set of data and standards and as well as security policies that shall be used by the Contractor in the NHIN design and implementation (see tasks 5 and 10).	Within 3 months of EDOC

Ref #	Deliverable	Due Date
8	A deployment plan for a NHIN. The Contractor shall provide a thorough description and models for integration and implementation of a NHIN into the health care IT landscape, including likely migration paths, operational models for multiple stakeholder environments, and infrastructure requirements (centralized, localized, etc.) for deployment. The deliverable should include the plan, a description of the results of testing the plan in the deployment of the functional prototype, and a critical analysis of the deployment activity and its ability to scale nationwide.	Within 8 months of EDOC
9	An operational plan for a NHIN. The Contractor shall provide a thorough description of key operational aspects of sustaining a NHIN, including capacity & scalability planning for a national level, change management, business continuity, and administrative roles and responsibilities. The deliverable should include the plan, a description of the results of testing the plan in the operation of the functional prototype, and a critical analysis of the operational activity and its ability to scale nationwide.	Within 8 months of EDOC
10	Revenue and cost models for a NHIN. The Contractor shall provide a thorough description of costs for rolling out, operating, maintaining, commercializing and evolving a NHIN, options for whom bears them, and how a revenue model could work that achieves a self-sustaining market for widespread health data exchange and health application interoperability.	Within 9 months of EDOC

Ref #	Deliverable	Due Date
11	Development, testing, and evaluation a functional prototype NHIN that is deployed within and across three (3) or more distinct health care markets as described in the introduction to the statement of work above and operated with live health care data using the same technology for information exchange in all three (3) distinct health care markets. The prototype will contain published and/or discoverable technical interfaces that allow: 1) third party organizations to interface with NHIN technology in “key” functional areas; and 2) alternate technology that duplicate those interfaces and functions to serve as replacement components for “key” functionality (i.e., ability to swap out functional components for others that implement the same interface). At a minimum, the “key” functional areas that require public interfaces are: user authentication and access control, other security policies, data de-identification of HIPAA-defined protected health information (PHI), patient identity reconciliation and remote location of patient data across care settings. The prototypes should satisfy the use-cases delivered in task 3 and the required set of data, information, and other technical standards in task 6. The deliverable shall include the prototype (all code, documentation, third-party components, deployment packages, and all other related materials), a description of the results of testing the prototype, and a critical analysis of the prototype and its ability to scale nationwide.	Within 12 months of EDOC
12	A live demonstration of a functional NHIN prototype as described in Task 11 that illustrates health information exchange within all three (3) distinct health care markets. The Contractor shall adhere to all applicable privacy rules and protections for the live demonstration.	Within 12 months of EDOC

Ref #	Deliverable	Due Date
13	Perpetual licenses for government use of all the technology required to replicate the functional prototypes in other settings for evaluation purposes, along with encapsulated deployment packages, source code and manuals to facilitate subsequent deployments. The licenses will include all intellectual property developed as a part of this contract.	Within 12 months of EDOC
14	Option Period: A live demonstration of a functional enhanced NHIN prototype as described in Task 16 that illustrates health information exchange. The Contractor shall adhere to all applicable privacy rules and protections for the live demonstration.	At end of the Option Period

*One copy of the monthly status and financial report (Deliverable 5) shall be submitted to the Contracting Officer, Division of Acquisition Management, SAS/PSC, Room 5-101, Parklawn Building, 5600 Fishers Lane, Rockville, MD 20857.

F.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acqnet.gov/far

FAR 52.242-15 Stop Work Order (AUG 1989) Alternate I (APR 1984)

SECTION G - CONTRACT ADMINISTRATION

G.1. ELECTRONIC FUNDS TRANSFER

The Contractor shall forward electronic funds transfer information in writing to HHS Program Support Center, Division of Financial Operations, Parklawn Building, Room 16-05, 5600 Fishers Lane, Rockville, Maryland 20857, in accordance with Section I, Clause 52.232-33.

G.2. INVOICE SUBMISSION

In addition to the information required by Section I, Clause 52.232-25 the following information is also required for submission of a proper invoice.

a) Signature of an authorized official certifying the invoice to be correct and proper for payment;

b) Period of performance for which costs are claimed; and

c) Tax identification number (employer's identification number) or social security number.

d) The vouchers shall show the Contract Number, name, and telephone number of the Government Project Officer on the face page of the voucher.

e) The Contractor shall submit vouchers monthly. One original voucher complete with all required backup documentation shall be forwarded to the Contracting Officer and addressed as follows:

Department of Health and Human Services
Division of Acquisition Management, SAS/PSC
Parklawn Building, Room 5-101
5600 Fishers Lane
Rockville, Maryland 20857

Three copies of the voucher with copies of all required backup documentation shall be submitted directly to the Finance office for payment. All calls concerning payment shall be directed to the general helpline on (301) 443-6766.

Payment Office:

Department of Health and Human Services,
PSC/FMS/DFO Commercial Payments Section
Parklawn Building, Room 16A-2
5600 Fishers Lane
Rockville, Maryland 20857

G.3. MINIMUM COST INFORMATION

The Contractor shall identify costs by task and shall furnish the following minimum information in support of costs submitted:

a) Direct Labor – include all persons, listing the person's name, title, number of hours worked, 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 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, the transportation costs include ground transportation shown separately and the per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;

f) Data Processing – include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes. A total amount for this category shall be provided;

g) Other Direct Costs – include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, postage;

h) Equipment Costs – itemize and identify separately from material costs including reference to approval in all cases;

i) Fee – show rate, base and total.

G.4. TRAVEL AND OTHER COSTS

The Contractor will be reimbursed not to exceed $(to be completed upon award) for all domestic travel as described below, provided the travel is incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the Contracting Officer. Travel expenses shall not exceed the following:

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.

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 schedule 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.

b) Cost of rail travel by most direct route, first-class with lower berth or nearest equivalent.

c) 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 a rate of $0.405 cents per mile, plus any toll or ferry charges.

d) Reasonable subsistence not in excess of actual itemized expenses not to exceed the ceiling in the Federal Travel Regulations in effect at the time of incurred cost.

G.5. 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. These rates are in effect for the term of this contract. Reimbursement for indirect costs shall be made on the basis of the following rates:

TYPE OF RATE	**RATE**
(To be completed upon award)	

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.6. PROJECT OFFICER

The Project Officer responsible for the technical requirements covered by this contract, as contemplated by Section G.8., "Technical Monitoring" hereof, will be designated by separate correspondence.

G.7. TECHNICAL MONITORING

Performance of the work under this 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 which 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 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 specified by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the Contract.

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) in any manner causes 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.

All technical direction shall be issued in writing by the Project Officer or shall be confirmed in writing within five (5) working days after issuance by the Project Officer.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed within his authority under this provision.

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 five (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 for the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his opinion, the

technical direction is within the scope of this article 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."

G.8. KEY PERSONNEL

The individuals/positions cited below are classified as key personnel (See Section I, HHSAR 352.270-5, Key Personnel, incorporated by reference).

Name Position

(To be completed upon award)

The full text of HHSAR 352.270-5 can be found at www.knownet.hhs.gov.

G.9.PROVISIONS APPLICABLE TO DIRECT COSTS

Notwithstanding Clause 52.216-7 – "Allowable Cost and Payment" and Clause 52.244-2 – "Subcontracts" of the Federal Acquisition Regulations, unless otherwise expressly provided elsewhere in the contract or in any modification thereto, the cost of the following items or activities shall be unallowable as direct costs:

a) Acquisition by purchase or lease, of any interest in real property;

b) Special rearrangement or alteration of facilities;

c) Purchase or lease of any item of general purpose, office furniture or equipment;

d) Travel to foreign countries.

G.10 EQUIPMENT

Any equipment having a unit acquisition cost in excess of $1000.00, 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.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1. RIGHTS IN DATA

The Contractor agrees to the extent that it receives or is given access to data necessary for the performance of this contract which contains restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

FAR 52.227-17 shall control with respect to all data developed under any resultant contract award. However, it is the Government's intention to allow the Contractor to obtain copyright[s] to all data developed under the contract, which relate to the implementation of the prototype. It is the Government’s intention to permit the Contractor to commercialize their implementations.

In addition, the Government intends that all data rights relating to the architecture of the prototype will be committed to the public domain. However, the Contractor shall not commit the data rights to public domain without written consent of the Project Officer.

For purposes of this informational statement, data directed to "implementation" is with respect to: source code, object code, binary files, code for execution in virtual machines or interpreters, code libraries for linkage or reference, executable scripts, installation and deployment packages, physical databases, data, hardware, software, software components, and networks.

Data directed to “architecture” is with respect to: business requirement specifications, functional specifications, artifacts describing system components and their interrelations, artifacts describing system technologies, artifacts describing networks and their topologies, data models, artifacts describing interactions and data flow among system components, artifacts describing system security scheme, artifacts describing user interaction and interfaces, artifacts describing system interactions and interfaces, data schemas and dictionaries, artifacts describing information flow, artifacts describing data and technical standards, inventories of technologies, artifacts describing system behavior and function, programming interface specifications, software designs,

network designs, security designs, and use-cases.

All products, materials, and records produced in connection with this contract shall become the property of the Government. The Contractor may not publish or use any of this information for any purpose without prior written approval of the Project Officer.

H.2. SECURITY

The Contractor shall comply with any security requirements established by HHS to ensure proper and confidential handling of data and information. Contractor shall refer to 'Secure ONE HHS', which is HHS' Information Security Program Policy, dated December 15, 2004. Data obtained for this contract shall not be used to create databases or any other product not intended for use specifically in this project. All data containing personal identifiers shall be handled in accordance with the Privacy Act of 1974 (Public Law 93-579). No data is to be released to anyone without the specific approval of the Project Officer and the Contracting Officer.

H.3 INFORMATION SHARING ENVIRONMENT

The Contractor shall comply with the requirements of Section 1016 of the Intelligence Reform and Terrorist Prevention Act of 2004 in regards to the information sharing environment.

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I. FEDERAL ACQUISITION REGULATIONS (FAR) 48 CFR CHAPTER CLAUSES)

I.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of clause)

I.2. 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

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(a) *Definitions*. "Small business concern", as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General*. (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this

solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s).

(4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) Agreement. For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

I.3. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

-

Funds are not presently available for performance under this contract beyond [To be filled in at time of award].

The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond To be filled in at time of award], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.4. 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

http://www.acqnet.gov/far/

Clause	**Title and Date**
52.202-1	Definitions. (JULY 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. (JUL 1995)
52.203-7	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. (JUNE 2003)
52.204-4	Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)
52.204-7	Contractor Central Registration (OCT 2003)
52.209-6	Protecting the Government’s Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JAN 2005)

52.215-2	Audit and Records - Negotiation. (JUNE 1999)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data. (OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data. (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions. (OCT 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (OCT 1997)
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)
52.216-8	Fixed Fee (MAR 1997)
52.219-8	Utilization of Small Business Concerns. (MAY 2004)
52.219-9	Small Business Subcontracting Plan. (OCT 2001) - Alternate II (OCT 2001)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages - Subcontracting Plan. (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums. (JULY 1990)*$0
52.222-3	Convict Labor. (JUNE 2003)
52.222-21	Prohibition of Segregated Facilities. (FEB 1999)
52.222-26	Equal Opportunity. (APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities. (JUNE 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)
52.222-38	Compliance with Veterans' Employment Reporting Requirements. (DEC 2001)
52.223-6	Drug-Free Workplace. (MAY 2001)

52.223-14	Toxic Chemical Release Reporting. (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases. (MAY 2005)
52.227-1	Authorization and Consent. (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement. (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-11	Patent Rights – Retention by the Contractor (Short Form) (JUNE 1997)
52.227-12	Patent Rights – Retention by the Contractor (Long Form) (JAN 1997)
52.227-16	Additional Data Requirements (JUNE 1987)
52.227-17	Rights in Data - Special Works. (JUNE 1987)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-6	Administration of Cost Accounting Standards (APR 2005)
52.232-17	Interest (JUNE 1996)
52.232-22	Limitation of Cost. (APR 1984)
52.232-23	Assignment of Claims. (JAN 1986)
52.232-25	Prompt Payment. (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration. (OCT 2003)
52.233-1	Disputes. (JULY 2002)
52.233-3	Protest after Award. (AUG 1996) - Alternate I (JUNE 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
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. (JULY 1995)
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)
52.244-2	Subcontracts (AUG 1998) - Alternate II (MAY 2005)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items. (DEC 2004)
52.245-5	Government Property (Cost-Reimbursement,

	Time-and-Material, and Labor-Hour Contracts (MAY 2004)
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.4. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3)

Clause	**Title and Date**
352.202-1	Definitions. (JAN 2001)
352.216-72	Additional Cost Principles. (OCT 1990)
352.224-70	Confidentiality of Information (JAN 2005)
352.228-7	Insurance - Liability to Third Persons. (DEC 1991)
352.232-9	Withholding of Contract Payments. (APR 1984)
352.233-70	Litigation and Claims. (APR 1984)
352.242-71	Final Decisions on Audit Findings. (APR 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities. (JAN 2001)
352.270-5	Key Personnel. (APR 1984)
352.270-6	Publications and Publicity. (JUL 1991)
352.270-7	Paperwork Reduction Act. (JAN 2001)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment 1 – Standard Form LLL
Attachment 2 – Past Performance Evaluation Questionnaire
Attachment 3 – Past Performance Cover Sheet
Attachment 4 – Small Business and Small Disadvantaged Business Model Subcontracting Plan Outline

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1	52.204-8	Annual Representations and Certifications
K.2.	52.230-1	Cost Accounting Standards Notices and Certifications
K.3	52.230-7	Proposal Disclosure
K.4	15.406-2	Certificate of Current Cost or Pricing Data
K.5	PL. 103-227	The Pro-Children Act of 1994

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.)

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

_____ _____
(Name of Offeror) (RFP No.)

_____ _____
(Signature of Authorized Individual) (Date)

_____
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.1. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2005)

(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) of this provision 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.

(End of Provision)

K.2. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (JUNE 2001)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable

Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: [ ]
Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary

exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] yes [ ] no

(End of provision)

K.3. 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes'' below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

___ Yes ___ No

If the offeror checked ``Yes'' above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.4. 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA.

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)

K.5. PL. 103-227 THE PRO-CHILDREN ACT OF 1994

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for impatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons

are redeemed. Failure to comply with the provision of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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 proposals, business proposals, and past performance contained in Sections L.2, L.3, and L.4 of the solicitation. Your proposal must be submitted in accordance with these instructions.

Any resultant contract shall include the Federal Acquisition Regulations clauses applicable to the Offeror's organization and the type of contract awarded. Text of these clauses may be obtained at www.acqnet.gov. 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.

The proposal must be prepared in three parts: a "Technical Proposal", a "Business Proposal" and "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. See L.2., Technical Proposal Instructions, L.3., Business Proposal Instructions, and L.4., Past Performance Instructions.

The proposal must be signed by an official authorized to bind your organization. An original and six (6) copies of your proposal must be submitted to:

Department of Health and Human Services
Program Support Center
Division of Acquisition Management, SAS
Attn: ONCHIT-3
RFP: Parklawn Building, Room 5-101
5600 Fishers Lane
Rockville, Maryland 20857

NOTE: Due to increased security in Federal Buildings, please allow extra time for your proposal to be delivered to the Contracting Office. Proposals that are delivered by the Contractor or a Courier must be taken to the loading dock behind the Parklawn Building, accessed via Parklawn Drive. All packages will be x-rayed. The telephone number for the Contractor or Courier to call to be escorted to the Contracting Office is 301-443-2475. Visitors will be required to provide photo identification and provide a name and telephone number of the individual being visited, Janet Miller (301) 443-2475.

You may, at your discretion, submit an alternate proposal, or a proposal which 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 interest 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.

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.

The Government strongly encourages all contract recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. In addition, Public Law 103-277, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children. A "Certification Regarding Environmental Tobacco Smoke" is included in Section K.

HHS intends to award up to six contracts through this solicitation. The Government invites prospective offerors to propose the development of open source implementations committed to the public domain. The Government reserves the right to award at least one contract for an open source implementation committed to the public domain.

This solicitation is a partial small business set-aside. The NAICS Code is 541618 and the small business size standard is $6 million. See Section I, I.2.,Clause, 52.219-7. One-third of the awards made under this solicitation are set-aside for small business.

L.2. TECHNICAL PROPOSAL INSTRUCTIONS

Your technical proposal should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. It should reflect a clear understanding of the nature of the work being undertaken. It should also address each of the technical evaluation criteria set forth in Section M.2 of the solicitation.

In addition, you should also submit a resume for all proposed management and key professional staff. At a minimum, each resume shall include the following information:

(a) Full Name
(b) Job title
(c) Affiliation (i.e., as staff of Offeror, subcontractor, or consultant)
(d) Experience directly related to the proposed project

(e) Education and training

Your proposal must contain complete job descriptions covering all positions proposed for this effort, identify personnel proposed to fill these positions, and identify the level of effort proposed for each position. It must demonstrate that the proposed staff possess adequate training to perform the duties to which they will be assigned.

The offeror must have demonstrated competency in the following key technical areas: information security, healthcare informatics, software engineering, web technologies, enterprise architecture, network design & management, and technology development & operation generally.

L.3 BUSINESS PROPOSAL INSTRUCTIONS

Your 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 costs 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 1 - 10 below:

1. 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.

2. Fringe Costs - show rate, base and total amount.

3. Overhead or Indirect Costs - show rate, base and total amount.

4. Consultants - include the name, number of days or hours proposed, daily or hourly rate, a total amount per consultant and a total amount.

5. Travel - include for each trip proposed the origin and destination points, transportation costs (i.e., airplane, train, ground transportation, parking, etc.) and per diem (lodging, meals) costs. For local travel, show the anticipated mileage and mileage rate, taxi, parking, etc. A total amount for travel shall be provided.

6. 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.

7. Data Processing - include all non-labor costs, i.e., computer time, equipment, purchase, lease or rental, and data tapes. Show the quantity, rate, and a total for each item listed. A total amount shall be provided.

8. Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, and postage. For each item listed, show the quantity, rate, and total.

9. G & A - show rate, base and total.

10. Fee - show rate, base and total (if applicable).

This breakdown of costs must be shown for each year of the base contract and the option year and by each task. The Offeror should also summarize total costs for the entire base contract period by individual category (i.e. items 1- 10). This format should be used for each year of contract performance and to summarize costs for the entire base contract period. The option year shall be summarized separately.

Proposed hourly rates shall be supported by the submission of the employee's most recent payroll schedule. 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 shall 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 part of the proposal. A copy of the Offeror's most recent audited financial statements shall also be included.

L.3.4. 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 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.

A plan on the extent of participation of Small Disadvantaged Business (SBD) 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 NACIS 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.4., Extent of Small Disadvantaged Business Participation, in the plan.

b. 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.

c. Offerors shall include with their offers, SDB targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NACIS Industry Subsector. The applicable authorized NACIS

Industry Subsector for this project is identified in L.1. 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.3.5. Small Business and Small Disadvantaged Business Model Subcontracting Plan Outline

The Small Business and Small Disadvantaged Business Model Subcontracting Plan Outline shall be completed and submitted as part of your proposal. This outline is included in Section J, Attachment 4. Shown below are the FY 2005 subcontracting goals for HHS. These subcontracting goals are based on the total dollar amount of the contract.

Small Business – 24%
Small Disadvantaged Business (including 8A) – 6.4%
Woman-Owned Small Business – 5%
Hubzone – 3%
Small Disadvantaged Veteran-Owned Small Business – 3%

Your subcontracting plan must meet or exceed these goals.

L.3.6. Disclosure of Lobbying Activities

Standard Form LLL, "Disclosure of Lobbying Activities" has been included as Attachment 1 for use in accordance with FAR 52.203-11 entitled, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). The provision has been included in full text in Section K of this solicitation. Disclosure statements shall be submitted as a part of the business proposal.

L.3.7. Representations and Certifications

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

L.4 PAST PERFORMANCE INFORMATION

The information described below will be used in the evaluation of past performance, and shall be separate and clearly marked.

Offerors should note the difference between organizational “experience” and “past performance”. Organizational experience pertains to the types and amounts of work experience previously performed by a contractor, whereas, past performance relates to the “quality” and how well a contractor performs the services.

Offerors shall submit the following past performance information:

a. A list of the five most recently completed or active contracts or subcontracts that are similar in size and scope to the services required by this RFP. The Government will evaluate past performance on contracts that are similar in nature to the requirements of this RFP. 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.

In the event that a firm has no past performance, the Government will evaluate past performance of proposed key personnel. Provide a list of the five most recently completed or active contracts or subcontracts for related or similar services for each key person proposed.

b. 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 requested from the list of references (see a above) or other sources as previously stated, utilizing the Past Performance Evaluation Questionnaire (see Section J, Attachment 2).

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 proposal submitted in response to this solicitation. The Government will take the Offeror's comments into consideration when conducting its past performance evaluation. THE OFFEROR WILL NOT BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE FOR REFERENCES PROVIDED AS A PART OF YOUR PROPOSAL.

In addition to the information requested above, the Offeror shall complete a "Past Performance Cover Sheet", Attachment 3, for each reference supplied.

This cover sheet will be used to contact previous customers so that past performance information may be obtained. The "Past Performance Evaluation Questionnaire" Attachment 2, is a sample form which may be used by the Contracting Office, or their representatives, to collect past performance information from the Offeror's references. NOTE: The past performance information will be collected by the Government and shall not be submitted by the Offeror.

L.5. PREPROPOSAL CONFERENCE

A preproposal conference will be held via teleconference on June 16, 2005, from 10:00 a.m. to 1:00 p.m., EDT. In order to participate in this teleconference, you must register online through the National Coordinator's website at http://www.hhs.gov/healthit. If for any reason the date and time for the conference is changed, the new date and time will be posted in FedBizOpps and on the National Coordinator's website.

The preproposal conference will be held for the purpose of providing information concerning the Government's requirements which may be helpful in the preparation of proposals and for answering questions which you have regarding this solicitation.

The success of this conference depends largely on the leadtime available to the Government for research in connection with questions submitted by prospective offerors. Therefore, you are requested to e-mail your questions concerning any areas of uncertainty which, in your opinion, require clarification or correction, in sufficient time to be received before 10:00 a.m., EDT, June 14, 2005, to jmiller@psc.gov.

After the preproposal conference, an amendment to the solicitation providing responses to any questions received will be posted in FedBizOpps.

L.6 ADDITIONAL INFORMATION

a. It is HHS policy that the Contractor provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether or not you propose to furnish the item with your own funds.

b. You 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.

The list of Government-owned property shall be included in the cost proposal with the heading "Government-Owned Property."

c. 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 (1990)," a copy of which will be provided upon request.

L.7. FAR 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (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 solicitation provision may be accessed electronically at this location:

http://www.acqnet.gov/far/

FAR CLAUSE NO.	TITLE AND DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUNE 2003)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE I (OCT 1997) [see Section L.3]

52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

HHS CLAUSE NO.	TITLE AND DATE
352.215-70	LATE PROPOSALS AND REVISIONS (NOV 1986)

L.8. 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004) ALTERNATE I (OCT 1997)

(a) *Definitions*. As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations*. If this solicitation

is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals*. (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals*. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(*1*) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(*2*) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(*3*) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of

that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their

proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date*. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award*. (1) The Government intends to

award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or

subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as

to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.9. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Contract resulting from this solicitation.

L.10. 52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 Acquisition 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 no later than one (1) day after filing a protest with the GAO.

L.11.352.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION

(e) Restriction on disclosure and use of data.

(1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted;

provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant

to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

(2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation."

(3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

L.12.352.232-75 INCREMENTAL FUNDING (JAN 2001)

(a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

(b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.l GENERAL INFORMATION

In order for proposals to be considered acceptable and eligible for award, they must be prepared in accordance with the instructions given in this solicitation. Selection of an Offeror for contract award will be based on an evaluation of proposals against four factors. The factors are: technical, past performance, Small Disadvantaged Business (SDB) Participation and cost/price. **You are advised that the Government considers technical quality of the proposal to be of paramount importance.** Proposals shall first be evaluated from a technical standpoint based on the Offeror's technical proposal and the technical evaluation criteria defined in Section M.2. Offerors determined to be technically unacceptable as the result of the initial review of their technical proposal will be notified in writing and will not be considered further for award. Past Performance references will be evaluated after determining whether the Offeror is technically acceptable. A point score based on the criteria defined in Section M.3 will be assigned to Past Performance. The Extent of Small Disadvantaged Business (SDB) Participation evaluation factors as described in Section M.4 will be conducted on those proposals determined to be technically acceptable. Finally cost which is not a numerically weighted factor is important, and its importance as an evaluation factor could increase as competing proposals become equal in terms of technical merit, past performance and SDB Participation. The Government reserves the right to make an award to that Offeror whose proposal provides the best overall value to the Government.

The criteria identified in Section M.2 will serve as the standard against which the technical proposal will be evaluated and identifies the significant factors that the Offeror should address in the proposal. The evaluation of the Offeror's proposal shall be based upon the completeness and thoroughness of the proposal submitted. The Offeror should demonstrate that the objectives of the project are understood and the proposal offers a logical approach for achievement of the requirement.

M.2 TECHNICAL EVALUATION (0-100 points)

The technical proposal will be scored against the evaluation criteria described below. Each factor shall be weighted as shown. The total number of possible points is 100.

Factor	Points
Organizational Description: Description of the offeror's organization, including, but not limited to: the form of the entity (teaming, subcontracting, etc.) that will be contracting with the government; the qualifications the entity has to perform this work; the size, mission, and primary business and activity of each team member and subcontractor, their role in the project, and the rationale for including them; and relevant work and accomplishments.	20 points
Management Approach: Description of the approach and plan for accomplishing the proposed work, organizational assets to be employed, strategies, tools, and techniques proposed to ensure objective, credible, timely, and high quality work. Include key methodologies, critical reviews for the Government, integration strategies, organizational considerations, milestones, risk mitigation strategies, level & nature of co-investment by the contractor, and an estimated timeline showing interim and final milestones.	20 points
Technical Understanding and Approach: Demonstrate understanding of the work; description of the approach to be used; organizational assets to be deployed; access to other subject matter experts as needed; ability to leverage experience and knowledge of EHRs, certification processes, public and private sector health care and delivery systems; and strategies, tools, and techniques proposed to ensure objective, credible, timely, and high quality work. Also, any description of the architectural elements that may be referenced in your proposal.	30 points

Factor	Points
Personnel Qualifications: List the names, credentials, roles, and relevant qualifications of all key personnel that will materially contribute to the leadership, planning, and design/architecture in this effort, and the expected level of participation of each of these people expressed as hours.	20 points
Performance Standards: The offeror shall proposed performance standards on which his performance will be evaluated during the period of performance. These standards should be realistic and reflect appropriate incentives and disincentives for performance.	10 points
TOTAL	**100 Points**

M.3 PAST PERFORMANCE EVALUATION

M.3.1. General

Past Performance is the Government's assessment of how well an Offeror has performed in the past. Especially relevant are an Offeror's record of conforming to contract requirements and to standards of good workmanship; an Offeror's record of forecasting and controlling costs; an Offeror's adherence to contract schedules, including the administrative aspects of performance; an Offeror's ability to retain key employees through-out the life of a contract; an Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, an Offeror's reputation for demonstrating a business like concern for the interests of its customers. The evaluation of an Offeror's past performance is intended to be a product of subjective judgments by the Government after it considers all available and relevant information.

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.

M.3.2. Evaluation of Past Performance

The Offeror's past performance will be evaluated after completion of the technical evaluation. Only those Offerors determined to be technically acceptable will be evaluated. A survey will be conducted consisting of questions contained in SECTION J LIST OF ATTACHMENTS, Attachment 2, Past Performance Evaluation Questionnaire. The Government will assess an overall past performance rating for each reference contacted. The overall ratings 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:

Definition	Description
Exceptional ++ (Plus-Plus) (+20 Points)	The Contractor has demonstrated an excellent level of performance which 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 (+15 Points)	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/customer relationship throughout contract performance.
Good (+10 Points)	There are no quality or 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 (+5 Points)	Nonconformances are minor and have little impact in the achievement of contract requirements, requires minor intervention by Government personnel to resolve issues.
Marginal (-5 Points)	Nonconformances are impacting achievement of contract requirements, requires substantial intervention by Government personnel to resolve issues.
Unacceptable (-10 Points)	Nonconformances are compromising the achievement of contract requirements, despite substantive intervention by Government personnel.
(O Points)	No past performance history. No previous experience.

Note: As stated in Section L.4. of this document, the Offeror shall provide a thorough explanation of problems encountered and corrective actions taken. The Government will take the Offerors' comments into consideration when conducting its past performance evaluation. THE OFFEROR MAY NOT BE GIVEN ANOTHER

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

M.4 EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION (15 Points)

A Small Disadvantaged Business (SDB) is entitled to credit under the evaluation factor prescribed by FAR 15.304(c)(4) and explained below. Further, in order to qualify, the SDB must be an SDB under NAICS Code 541618 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.

Offerors will be evaluated on the following sub-factors:

1. The extent of an Offeror’s commitment to use SDB concerns. 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. The SDB concerns specifically listed in your proposal and considered in the evaluation shall be listed in the resulting contract. The Contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB firms. **5 points**

2. The complexity and variety of the work SDB concerns are to perform. Greater weight will be given for arrangements where the SDB shall be performing a greater variety of work, and work of greater complexity. **3 points**

3. Fairness, reasonableness, and realism of costs proposed by SDBs for the work they will perform. **4 points**

4. Past performance of Offerors in complying with subcontracting plan goals for SDB Concerns and monetary targets for SDB participation. **3 points**

M.5. COST EVALUATION

Estimated cost is not a numerically weighted factor, and will not be point scored, however, it is important. The Government cannot award a contract until all proposed costs have been determined fair and reasonable, and the best value to the Government, price and other factors considered. Proposed costs will be evaluated on the basis of cost realism which is defined as the Offeror's ability to project costs which are realistic for the work to be performed and indicates that the Offeror understands the nature and extent of the work to be performed.

M.6 NEGOTIATION AND SELECTION OF SUCCESSFUL OFFEROR

Award may be made without discussions. If negotiations are deemed necessary, they will be conducted with those Offerors in the competitive range. The competitive range will be drawn from the technically acceptable Offerors and negotiations will be conducted with those Offerors determined to have submitted technically acceptable proposals together with a realistic cost estimate. You are advised that the Government considers technical quality of the proposal to be of paramount importance, and past performance and SDB Participation of lesser importance. **The total of all evaluation factors: technical merit, past performance, and SDB participation will be combined to arrive at a final score.** The total of all evaluation factors combined are significantly more important than cost or price. However, as competing proposals become more equal in terms of technical merit, past performance and SDB Participation, then cost shall become the determining factor.

M.7 FAR 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (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 solicitation provision may be accessed electronically at this location:

http://www.acqnet.gov/far/

52.217-5 Evaluation of Options (JUL 1990)

Attachment 1

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. CONTRACT b. GRANT c. COOPERATIVE AGREEMENT d. LOAN e. LOAN GUARANTEE f. LOAN INSURANCE	☐ a. BID / OFFER / APPLICATION b. INITIAL AWARD c. POST-AWARD	☐ a. INITIAL FILING b. MATERIAL CHANGE **FOR MATERIAL CHANGE ONLY:** YEAR _____ QUARTER _____ **DATE OF LAST REPORT** _____

4. Name and Address of Reporting Entity:	**5. If Reporting Entity In No. 4 in Subawardee, Enter Name and Address of Prime Federal Recipient:**
☐ PRIME ☐ SUBAWARDEE TIER _____, *IF KNOWN*: **Congressional District, *if known*:**	**Congressional District, *if known*:**
6. Federal Department/Agency	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number *if known:*	**9. Award Amount** *if known:* $
10a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI)*	**b. Individual Performing Services** *(including address if different from No. 10a) (last name, first name, MI)*

(attach continuation sheet(s) SF LLL-A, if necessary)

11. Amount of Payment (*check all that apply*):	**13. Type of Payment** *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. RETAINER ☐ b. ONE-TIME FEE ☐ c. COMMISSION ☐ d. CONTINGENT FEE ☐ e. DEFERRED ☐ f. OTHER; SPECIFY: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF LLL-A, if necessary)

15. Continuation Sheet(s) SF LLL-A attached: ☐ Yes ☐ No

16. 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 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 that $100,000 for each such failure.	Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	AUTHORIZED FOR LOCAL REPRODUCTION Standard Form – LLL

_____
Created 3/21/03

INSTRUCTIONS

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 of employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 follow-up 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include 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 entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
    (a) Enter the full name(s) of the individual(s) performing services, and include full address if different from Item 10(a). Enter last name, first name and middle initial.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In "other", specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the 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 this 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.

Created 3/21/03

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ **Page** _____ **of** _____

Authorized for Local Reproduction
Standard Form – LLL-A

_____
Created 3/21/03

SOURCE SELECTION SENSITIVE (when completed)
PAST PERFORMANCE EVALUATION QUESTIONNAIRE
Program Support Center
Department of Health and Human Services

I. 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

II. 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:_____

III. 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.

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

MARGINAL: Nonconformances are impacting achievement of contract requireements, requires substantial intervention by Government personnel to resolve issues.

UNACCEPTABLE: Nonconformances are 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.

IV. 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

_____

_____

V. 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

_____

_____

VI. 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

_____

_____

VII. 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

_____

_____

VIII. 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 "Obligations Funds Control". **THIS INFORMATION WILL BE KEPT CONFIDENTIAL.** Please fax this questionnaire to 301-443-3849 and mail the original to the address indicated below:

Division of Acquisition Management
Administrative Operations Service, PSC/ HHS
5600 Fishers Lane
Parklawn Building, Room 5-101
Rockville, Maryland 20857
Attention: Janet H. Miller - ONCHIT-3

Attachment 3

Past Performance Cover Sheet

Contract Identification

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;
8. Explanation/Comments Regarding Problems Encountered and Corrective Actions Taken.

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

_____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

_____

TOTAL CONTRACT AMOUNT: $_____
Total contract or Base-Year, if options

$_____ $ _____ $_____ $ _____
Option #1 (if applicable) | Option #2 (if applicable) | Option #3 (if applicable) | Option #4 (if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE $ _____

TOTAL TASK ORDER AMOUNT, IF APPLICABLE $ _____

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

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. It is not intended to replace any existing corporate plan that is more extensive. 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 calling for supplies or services required for performance of the contract or subcontract.

If assistance is needed to locate small business sources, contact the Office of Small and Disadvantaged Business Utilization (OSDBU) at (202) 690-7300 or the OPDIV Small Business Specialist at _____. Sources may also be obtained from SBA's PRO-Net website.

For this procurement, HHS expects all proposed subcontracting plans to contain the following goals at a minimum: ____% for Small Business; ____% for Small Disadvantaged Business; ____% for Women-Owned Small Business; ____% for HUBZone Small Business; and ____% for Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business. These goals shall be expressed as percentages of the total estimated subcontracting dollars. **The offeror is required to include an explanation for a category that has zero as a goal.**

NOTE TO CONTRACTORS: Please provide your CCR number with your Dunn & Bradstreet number.

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*** This plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during the year approved. The contractor must provide a copy of the initial agency approval, and must submit an annual SF 295 to HHS with a breakout of subcontracting prorated for HHS (with an OPDIV breakdown, if possible).

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned Small Business (VOSB), Service-Disabled Veteran-owned Small Business (SDVOSB) and "Other than small business" (Other) as subcontractors, for the base year and each option year, as specified in FAR 19.704. (Break out and append option year goals, if the contract contains option years or project annual subcontracting base and goals under commercial plans.)

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is $ _____ (b + h = a) (Base Year)

FY-___ (1st Option)	FY-___ (2nd Option)	FY-___ (3rd Option)	FY-___ (4th Option)
$ _____ &___%	$ _____ &___%	$ _____ &___%	$ _____ &___%

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

FY-___ (1st Option)	FY-___ (2nd Option)	FY-___ (3rd Option)	FY-___ (4th Option)
$ _____ &___%	$ _____ &___%	$ _____ &___%	$ _____ &___%

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

FY-___ (1st Option)	FY-___ (2nd Option)	FY-___ (3rd Option)	FY-___ (4th Option)
$ _____ &___%	$ _____ &___%	$ _____ &___%	$ _____ &___%

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

FY-___ (1st Option)	FY-___ (2nd Option)	FY-___ (3rd Option)	FY-___ (4th Option)
$ _____ &___%	$ _____ &___%	$ _____ &___%	$ _____ &___%

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

FY-___ (1st Option)	FY-___ (2nd Option)	FY-___ (3rd Option)	FY-___ (4th Option)
$ _____ &___%	$ _____ &___%	$ _____ &___%	$ _____ &___%

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

FY-___ (1st Option)	FY-___ (2nd Option)	FY-___ (3rd Option)	FY-___ (4th Option)
$ _____ &___%	$ _____ &___%	$ _____ &___%	$ _____ &___%

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

FY-___ (1st Option)	FY-___ (2nd Option)	FY-___ (3rd Option)	FY-___ (4th Option)
$ _____ &___%	$ _____ &___%	$ _____ &___%	$ _____ &___%

h. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES": (% of "a") $ _____ and _____% (Base Year)

FY-___ (1st Option)	FY-___ (2nd Option)	FY-___ (3rd Option)	FY-___ (4th Option)
$ _____ &___%	$ _____ &___%	$ _____ &___%	$ _____ &___%

Notes: 1. Federal prime contract goals are:
SB equals 23%; SDB equals 5%; HUBZone equals 3%, WOSB equals 5% and SDVOSB equals 3%, VOSB equals 3% and can serve as objectives for subcontracting goal development.
2. SDB, WOSB, HUBZone, SDVOSB and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.
3. If any contract has more than four options, please attach additional sheets showing dollar amounts and percentages.

i. 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).

Product/Service	Other	SB	SDB	WOSB	HUBZone	VOSB	SDVOSB

j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB 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, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns were determined, how the capabilities of these concerns were considered for 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.)

_____
_____
_____
_____
_____
_____
_____

k. Indirect costs [ ] have, [ ] have not been included in the dollar and percentage subcontracting goals above (check one).

l. 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, VOSB, 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?
[ ] yes [ ] no _____

(If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)

a. Develops and promotes company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; and assures that these concerns are included on the source lists for solicitations for products and services they are capable of providing; [ ] yes [ ] no

b. Develops and maintains bidder source lists of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns from all possible sources; [ ] yes [ ] no

c. Ensures periodic rotation of potential subcontractors on bidder's lists; [ ] yes [ ] no

d. Ensures that SB, SDB, WOSB, HUBZone, VOSB, 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. Ensures that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; [ ] yes [ ] no

f. Reviews subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB participation; [ ] yes [ ] no

g. Accesses various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (http://www.sba.gov), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices; [ ] yes [ ] no

h. Establishes and maintains contract and subcontract award records; [ ] yes [ ] no

i. Participates in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; [ ] yes [ ] no

j. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; [ ] yes [ ] no

k. Conducts or arranges 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. Monitors the company's subcontracting program performance and makes any adjustments necessary to achieve the subcontract plan goals; [ ] yes [ ] no

m. Prepares and submits timely, required subcontract reports; [ ] yes [ ] no

n. Coordinates the company's activities during the conduct of compliance reviews by Federal agencies; [ ] yes [ ] no; and

o. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, VOSB, 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. Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (http://www.sba.gov/) and other SBA and Federal agency resources. Contractors may also conduct market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (http://epic.od.nih.gov/). The NIH e-Portals in Commerce is not a mandatory source and may be used at the offeror's discretion.

b. Internal efforts to guide and encourage purchasing personnel:

1. Conducting workshops, seminars, and training programs;

2. Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB source lists, guides, and other data for soliciting subcontractors; and

3. Monitoring activities to evaluate compliance with the subcontracting plan.

c. 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 $500,000 ($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." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

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 show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, *(required only for contracts containing the clause 52.219-25)* and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF 294	4/30
Apr 1 - Sept 30	SF 294	10/30
Oct 1 - Sept 30	SF 295	10/30
Contract Completion	OF 312	30 days after completion

Special instructions for commercial plan: SF 295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

a. Submit SF 294 to cognizant Awarding Contracting Officer.

b. Submit Optional Form 312, (OF 312), if applicable, to cognizant Awarding Contracting Officer.

c. Submit SF 295 to cognizant Awarding Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

d. Submit "information" copy of the SF 295 and the SF 294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at http://www.sba.gov/gc and click on assistance directory to locate your nearest CMR.

7. Record keeping

In accordance with FAR 19.704(a)(11), 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, VOSB, and SDVOSB source lists, guides and other data identifying such vendors;

b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB, 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, VOSB, 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 item is not required on a *contract–by–contract basis* for company or division-wide 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, small disadvantaged small business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service-disabled veteran-owned small business concerns.

Your company has established and uses such procedures: [ ] yes [ ] no

9. Description of Good Faith Effort

Maximum practicable utilization of small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business 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, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer 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: **Small Business Specialist**
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: **SBA Procurement Center Representative**
Date: _____

And Is Accepted By:

Signature: _____
Typed Name: _____
Title: _____
Date: _____