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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF SERVICES

CLIN	PERFORMANCE PERIOD	TOTAL EST. COST	TOTAL EST. AWARD FEE	TOTAL EST. CPAF
CLIN 0001	Base Period	TBD	TBD	TBD
CLIN 0002	Option Period 1	TBD	TBD	TBD
CLIN 0003	Option Period 2	TBD	TBD	TBD
CLIN 0004	Option Period 3	TBD	TBD	TBD
CLIN 0005	Option Period 4	TBD	TBD	TBD
CLIN 0006	Transition Out	TBD	TBD	TBD

B.2 BRIEF DESCRIPTION OF SERVICES

The purpose of this contract is to establish a single award contract for the Centers for Medicare & Medicaid Services (CMS) Federally Facilitated Marketplace (FFM). The purpose of the FFM contract is to provide analysis, design, development, testing, implementation, documentation, services, maintenance and support for the Federally Facilitated Marketplace (FFM) as it relates to the development of new system functionality, enhancements and support of existing system functionality, operations and maintenance of the system, environments, and operational business cycles for Plan Management, Eligibility and Enrollment (including integration with Appeals), and Financial Management in the individual and small group marketplaces.

B.3 TYPE OF CONTRACT

The Government intends to award a Cost-Plus-Award-Fee (CPAF) contract to a contractor with an adequate accounting system capable of accepting Government cost-type contracts. The Contracting Officer reserves the right to award any other type contract.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The Statement of Work provides requirements which the Contractor is expected to accomplish to meet minimum contract needs. The SOW is hereby provided as Attachment J-1.

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with the Statement of Work. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

<http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

(b) The Government's Contracting Officer Representative (COR) is a duly authorized representative of the Government and is responsible for inspection and acceptance of all items to be delivered under this contract.

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

E.3 APPROVALS BY THE CONTRACTING OFFICER REPRESENTATIVE (COR)

All items to be delivered to the COR will be deemed to have been approved thirty (30) calendar days after date of delivery, except as otherwise specified in this contract, if written approval or disapproval has not been given within such period. The COR's approval or revision to the items submitted shall be within the general scope of work stated in this contract.

SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates one or more clauses/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. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
52.242-15	Stop Work Order (Alternate I)	APR 1984

F.2 PERIOD OF PERFORMANCE

The work and services hereunder shall be completed as follows:

The Period of Performance shall be twelve (12) months from date of award, plus four (4) one (1) year option periods and one (1) six (6) month transition out period.

F.3 PLACE OF PERFORMANCE

The place of performance shall take place at the Contractor's site.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 USE OF GOVERNMENT DATA (REPORTS/FILES/COMPUTER TAPES OR DISCS)

Any data given to the Contractor by the Government shall be used only for the performance of the contract unless the Contracting Officer specifically permits another use, in writing. Should the Contracting Officer permit the Contractor the use of Government-supplied data for a purpose other than solely for performance of this contract and, if such use could result in a commercially viable product, the Contracting Officer and the Contractor must negotiate a financial benefit to the Government. This benefit should most often be in the form of a reduction in the price of the contract; however, the Contracting Officer may negotiate any other benefits he/she determines is adequate compensation for the use of these data.

Upon the request of the Contracting Officer, or the expiration date of this contract, whichever shall come first, the Contractor shall return or destroy all data given to the Contractor by the Government. However, the Contracting Officer may direct that the data be retained by the Contractor for a specific period of time, which period shall be subject to agreement by the Contractor. Whether the data are to be returned, retained, or destroyed shall be the decision of the Contracting Officer with the exception that the Contractor may refuse to retain the data. The Contractor shall retain no data, copies of data, or parts thereof, in any form, when the Contracting Officer directs that the data be returned or destroyed. If the data is to be destroyed, the Contractor shall directly furnish evidence of such destruction in a form the Contracting Officer shall determine is adequate.

G.2 DATA TO BE DELIVERED

a. Any working papers, interim reports, data given by the government or first produced by the Contractor under the contract or collected or otherwise obtained by the Contractor under the contract, or results obtained or developed by the Contractor (subcontractor or consultants) pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the Contracting Officer.

b. In addition, information and/or data, which are held by the Contractor related to the operation of their business and/or institution and which are obtained without the use of Federal funds, shall be considered "PROPRIETARY DATA" and are not "subject data" to be delivered under this contract.

G.3 INDIRECT COST – PROVISIONAL RATES

a) Pursuant to the provisions of FAR 52.216-07 (JUN 2011) entitled "Allowable Cost & Payment," in Section I of this contract, the allowable Indirect Costs under this contract shall be obtained by applying the final rates or rates negotiated to the appropriate bases. The period or

periods for which such rates will be established shall correspond to the Contractor's fiscal year(s). The final rate proposal is to be submitted to the Contracting Officer at:

Centers for Medicare and Medicaid Services
 Office of Acquisition and Grants Management
 Attn: Candice Savoy, Contracting Officer, Mailstop B3-05-06
 7111 Security Boulevard
 Baltimore, Maryland 21244-1850

In the event that the final rate proposal is submitted to the cognizant audit agency, the Contractor shall advise the Contracting Officer in writing when and to whom it was submitted.

(b) Pending establishment of final rates for any period, provisional reimbursement will be made on the basis of the provisional rates shown below. To prevent substantial over or under payment, provisional rates may, at the request of either party, be revised by mutual agreement.

TYPE	COST CENTER	RATE	PERIOD	RATE BASE
Provisional	TBD Example: Fringe, Overhead, G&A, etc.	TBD	TBD	(A) TBD
Provisional				(B)
Provisional				(C)
Provisional				(D)
Provisional				(E)
Notes: (A) applied to:TBD (B) applied to: (C) applied to: (D) applied to: (E) applied to:				

Indirect Cost Rate Ceilings: In accordance with FAR 42.707, entitled “Cost Sharing Rates and Limitations on Indirect Cost Rates,” CMS will establish indirect cost ceilings in the contract. The indirect cost ceilings will be established at 3% above the indirect rates proposed by the Offeror (Example: If 30% is negotiated, 33% will be established as the ceiling). Offerors may, at their own election and based on their own business judgment, propose indirect cost ceilings below this 3%.

In the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

Reimbursement will be limited to the negotiated indirect cost ceilings established in the contract. The Government has no obligation to pay any additional amount to the contractor

should the final indirect cost rates exceed the negotiated ceilings as stated in the contract and in accordance with FAR 42.707(c).

G.4 PAYMENT SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs

The Contractor shall be reimbursed for travel costs in accordance with FAR 31.205-46 Travel Costs.

(b) Per Diem

Expenses for subsistence and lodging shall be reimbursed to the Contractor only to the extent where overnight stay is necessary for performance under this contract. Incurred costs shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. See FAR 31.205-46(2).

(c) Cost of Materials

The cost of materials furnished or used under this contract shall be reimbursed in accordance with paragraph (b) of the clause entitled Allowable Costs (FAR 52.216-07) for cost reimbursement contracts and FAR 31.205-26 Material Costs. Expendable material costs for items such as office supplies, report paper, etc., and tools of the trade shall be considered to be included in the contractor's indirect cost pools. The Contractor shall be required to support all material costs claimed.

(d) Direct Charge Relocation Costs

In accordance with FAR 31.205-35 Relocation Costs, relocation costs either directly charged or included in the contractor's indirect cost pools, associated with an individual not completing a term of service equal to one year working under this contract, shall be an unallowable cost under this contract.

G.5 ACCOUNTING AND APPROPRIATION DATA

Completed at time of award.

G.6 PAYMENTS – VOUCHERS (Cost Reimbursement Contracts – AUG 2013)

- a. GENERAL: The Contractor may submit to the Government a voucher or Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, for payment in accordance with the instructions below.

- b. **METHOD OF PAYMENT:** CMS shall only make an electronic payment for reimbursement of voucher submissions in accordance with FAR 52.232-33, Payments by Electronic Funds Transfer – System for Award Management. In order to receive payments, the contractor shall register in the System for Award Management (SAM) database, in accordance with FAR 52.204-7, System for Award Management. Failure to register in SAM may prohibit CMS from making payments to your organization.

ADDRESS CHANGES: The contractor shall notify CMS’ Division of Accounting Operations of all EFT and address changes in SAM via the following email address: CCRChanges@cms.hhs.gov.

- c. **CONTENT OF VOUCHER -** Vouchers shall include, at a minimum:
- Contractor’s name and address
 - Contractor’s Tax Identification Number (TIN)
 - Contractor’s DUNS Number
 - Voucher Number to include the designation of the Contract Payment Category Type as follows:
 - Contract Payment Category Type I, II, III, IV (TBD upon award)

INVOICE/VOUCHER REVIEW/APPROVAL PROCESSING TIME FRAMES						
Contract Payment Category Types (\$ = Total Contract Value)						
Days = Calendar Days						
	TYPE I		TYPE II	TYPE III		TYPE IV
	Type IA	Type IB		Type IIIA	Type IIIB	
TEAM MEMBER	All Small Businesses (No \$ Limit)	All QIOs (No \$ Limit)	All Other Contracts (No \$ Limit)	Simplified Acquisitions \$3K to \$150K (Small Businesses)	Simplified Acquisitions \$3K to \$6.5M (Large Businesses)	All Large Business Prime Contracts with Small Business Subcontractors (from July 11, 2012 through July 10, 2014)
OFM/DAO	7 Days	7 Days	14 Days	7 Days	22 Days	12 Days
COR	4 Days	0 Days	8 Days	8 Days	8 Days	8 Days

CS/CO	4 Days	8 Days	8 Days	N/A	N/A	8 Days
Total Processing Time	15 Days Not-to-Exceed 30 Days	15 Days Not-to-Exceed 30 Days	30 Days	15 Days Not-to-Exceed 30 Days	30 Days	28 Days Not-to-Exceed 30 Days

- Contract and Order Number, as applicable;
- Contract line item number and/or Subcontract line item number;
- Description, quantity, unit of measure, unit price and extended price/cost of the items actually delivered or services rendered, i.e., Labor category and labor hours x labor rate = total direct labor dollars, subcontractor costs, travel, other direct costs, overhead rate(s), etc.;
- Shipping and payment terms;
- Terms of any discount for prompt payment offered;
- Other substantiating documentation or information as required by the contract;
- Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent;
- Name, title, phone number of person to notified in the event of a defective voucher; and,
- Period of performance for delivery date of goods or services provided.

d. MAILINGS: Vouchers shall be submitted as follows:

1. ELECTRONIC MAIL: The contractor shall submit an electronic copy of the voucher to both of the following individuals:
Contract Specialist – Corey.Lloyd@CMS.HHS.Gov; and
COR – Paul.Weiss@CMS.HHS.Gov.
2. REGULAR MAIL: An Original and one (1) hard copy of the voucher shall be submitted to the address below:

Department of Health & Human Services
Centers for Medicare & Medicaid Services
OFM/Division of Accounting Operations
P.O. Box 7520
Baltimore, MD 21207-0520

3. OVERNIGHT MAIL: If the contractor chooses to use an overnight mail carrier, the original and one (1) hard copy of the voucher shall be submitted to the address below:

Department of Health & Human Services
Centers for Medicare & Medicaid Services
OFM/Division of Accounting Operations
7500 Security Boulevard/Mailstop: C3-11-03
Baltimore, MD 21244-1850

e. PAYMENTS: The Government shall make provisional payments on all vouchers (pending the completion of a final audit of the Contractor's cost records) in accordance with:

- FAR 52.216-7, Allowable Cost & Payment, and
- FAR 52.232-1, Payments, and

upon acceptance by the Contracting Officer's Representative (COR) of the required supplies/services in accordance with the applicable FAR Inspection and Acceptance clause and the Contracting Officer's approval.

Reimbursement for vouchers submitted under this contract shall be made not later than thirty (30) calendar days after receipt of an acceptable voucher from the Contractor in the copies requested at the paying office designated above. Any discrepancies determined as a result of the audit could delay the processing of the voucher and may result in the voucher being returned to the Contractor for corrections.

f. INTEREST ON OVERDUE PAYMENT

The Prompt Payment Act, Public Law 97-177 (96 Stat.85.31 U.S.C. 1801) is applicable to payments under this contract and requires the payment of interest on payments made more than 30 calendar days after receipt of an voucher by the Division of Accounting Operations.

Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

G.7 METHOD OF PAYMENT

In accordance with FAR 52.232-33, Payment by Electronic Funds Transfer – System for Award Management, the Centers for Medicare & Medicaid Services (CMS) shall only make an electronic reimbursement/payment.

In order to receive payments, the contractor shall register in the System for Award Management (SAM) database, in accordance with FAR 52.204-7, System for Award Management. Failure to register in SAM may prohibit CMS from making payments to your organization.

The contractor shall notify CMS' Division of Accounting Operations of all EFT and address changes in SAM via the following email address: CCRChanges@cms.hhs.gov.

G.8 CONTRACTING OFFICER RESPONSIBILITY

In accordance with HHSAR 352.202-1 Definitions, "The term Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority delegated by the Contracting Officer."

Notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the ONLY individual authorized to:

- a. Enter into and commit/bind the Government by contract for supplies or services;
- b. Accept nonconforming work or waive any requirement of this Contract;
- c. Authorize reimbursement to the Contractor for any costs incurred during the performance of the Contract, and
- d. Modify any term or condition of this Contract, i.e., make any changes in the Statement of Work; modify/extend the period of performance; change the delivery schedule

G.9 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

[TBD]

The Contracting Officer's Representative (COR) is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; (5) assisting in the resolution of technical problems encountered during performance; and (6) providing technical direction in accordance with Section G-13; and, (7) reviewing of invoices/vouchers.

The COR does not have authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Contracting Officer Representative (COR) designation.

G.10 CONTRACTOR'S PROGRAM MANAGER

[TBD] will serve as the FFM's Program Manager. It will be his/her responsibility to obtain the staff necessary and to direct the work for the conduct of this project. The Government reserves the right to approve any necessary successor to be designated as Program Manager.

G.11 TECHNICAL DIRECTION

a. Technical Direction includes:

- 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 the contractual statement of work.
- Provision of information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
- Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

b. Technical direction must be within the general scope of work stated in the contract. The Contracting Officer's Representative (COR) does not have the authority to and may not issue any technical directions which:

- Constitutes an assignment of additional work outside the general scope of work of the contract.
- Constitutes a change as defined in the applicable Changes clause entitled "Changes – Cost-Reimbursement".
- In any manner causes an increase or decrease in the total estimated contract cost,

fixed-fee, or the time required for contract performance.

- Changes any of the expressed terms, conditions, or specifications of the contract.

c. All technical direction shall be issued in writing by the COR or shall be confirmed by him/her in writing within 5 working days after issuance.

d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this article and within his/her authority under the provisions of this article.

e. If, in the opinion of the Contractor, any instruction or direction issued by the COR is within one of the categories as defined in (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract, accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this contract. The Contractor shall thereupon proceed immediately with the instructions or direction or upon the contract action to be taken with respect thereto and shall be subject to the provision of the contract clause entitled "Disputes."

G.12 SUBCONTRACT CONSENT

(a) To facilitate the review of a proposed subcontract by the COR and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2 Subcontracts, to the Contracting Officer. The Contracting Officer shall review the request for subcontract approval and the COR's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

(b) Consent is hereby given to issue the following subcontract(s):

(To be determined at time of award)

G.13 DESIGNATION OF PROPERTY ADMINISTRATOR

The CMS Property Administrator, Tyrone Harris, Office of Property and Space Management at (410)786-5514, is hereby designated the property administration function for this contract. The Contractor agrees to furnish information regarding Government Property to the Property Administrator in the manner and to the extent required by the Property Administrator, his duly designated successors, and in accordance with FAR Part 45 and DHHS Manual entitled, Contractor's Guide for Control of Government Property, (1990).

G.14 CORRESPONDENCE PROCEDURES

To promote timely and effective administration (except for invoices/public vouchers, technical progress reports, deliverables) correspondence submitted under this contract shall be subject to the following procedures:

a. Technical Correspondence-Technical correspondence (as used herein, this term excludes technical correspondence which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the COR, with an information copy of the basic correspondence to the Contracting Officer.

b. Other Correspondence-All other correspondence shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the COR.

c. Subject Lines-All correspondence shall contain a subject line, commencing with the Contract Number and assigning consecutive numbers (serial numbers to permit accountability), as illustrated below:

Subject: Contract No.
Contractor's Name
Request for Subcontract Approval

G.15 CONTRACTOR PERFORMANCE EVALUATION(S)

In accordance with FAR 42.15, CMS will complete annual and final contractor performance evaluations. Annual evaluations will be prepared to coincide with the anniversary date of the contract. Additional interim performance evaluations may be prepared at the Contracting Officer discretion, as necessary. Final performance evaluations will be completed upon contract expiration.

CMS will utilize the Contractor Performance Assessment Reporting System (CPARS) in order to execute annual and final contractor performance evaluations. CPARS is a secure Internet website located at <http://www.cpars.csd.disa.mil/cparsmain.htm>. CMS will register the contractor in CPARS upon receipt of the name and email address of two (2) individuals who will be responsible for serving as the Contractor's primary and alternate CPARS contacts. Once CMS registers the contractor in CPARS, the Contractor will receive an automated CPARS email message that contains User IDs and instructions for creating a password.

Once a performance evaluation is issued, the Contractor's primary and alternate CPARS contact will receive an email instructing them to logon to CPARS in order to review the performance evaluation. The Contractor has 30 days from the date of performance evaluation issuance in which to review the evaluation. If the Contractor is in agreement with the performance evaluation outcome, the evaluation becomes final. Should the Contractor be in disagreement with the performance evaluation outcome, rebuttal

comments must be submitted via the CPARS within 30 days from date the evaluation was issued by CMS. Any disagreement between the Contracting Officer and the Contractor will be referred to the Reviewing Official, CMS Office of Acquisition and Grants Management, whose decision will be final.

Copies of each performance evaluation and contractor responses, if any, will be retained as part of the official contract file and will be used to support future award decisions. Evaluations will also be stored for a 3-year period in the Past Performance Information Retrieval System (PPIRS) at www.ppirs.gov.

Contractors may obtain CPARS training material and register for on-line training at <http://www.cpars.csd.disa.mil/allapps/cpcbtdlf.htm>. There is no fee for registration or use of the CPARS.

Additionally, CMS will establish a metrics and performance measures to assess the value and effectiveness of the FFM to agency operations.

G.16 WITHHOLDING OF CONTRACT PAYMENTS HHSAR 352.242-73 (JAN 2006)

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled "Excusable Delays" or "Default," as applicable. The Government will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

G.17 SERVICE OF CONSULTANTS/SUBCONTRACTORS

- a. For the purposes of this contract, consultants are considered subcontractors.
- b. The contractor shall follow the procedures established in the following Federal Acquisition Regulation clauses when requesting Contracting Officer consent to subcontract for Consultants and /or other subcontracts.

Federal Acquisition Regulation (FAR) Clauses:

- 52.244-2 Subcontracts (OCT 2010)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (DEC 2010)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL HHSAR 352.242-70 (JAN 2006)

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

*All proposed substitutions must be submitted, in writing, to CMS at least thirty (30) days prior to the proposed substitution or as soon as reasonably known. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume and any other information required by CMS. All proposed substitutions must have qualifications equal to or greater than the person(s) being replaced.

The following individuals are considered key personnel under this contract, as defined in Attachment J-1 Statement of Work:

NAME	POSITION TITLE	PHONE
TBD	Program Manager	TBD
TBD	Deputy Program Manager	TBD
TBD	E&E Technical Lead	TBD
TBD	FM Technical Lead	TBD
TBD	PM Technical Lead	TBD
TBD	SHOP Technical Lead	TBD
TBD	Security Technical Lead	TBD
TBD	Testing Technical Lead	TBD
TBD	Production Operations Technical Lead	TBD
TBD	Business Operations Technical Lead	TBD
TBD	PMO Technical Lead	TBD
TBD	Infrastructure Technical Lead	TBD
TBD	Business Architecture & Requirements Technical Lead	TBD

H.2 PRIVACY ACT HHSAR 352.224-70 (JAN 2006)

This contract requires the Contractor to perform one or more of the following: (a) design; (b) develop; or (c) operate a federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) [5 U.S.C. 552a(m)(1)] and applicable agency regulations. The term “system of records” means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties [5 U.S.C. 552a(i)]. The Contractor shall ensure that each of its employees knows the prescribed rules of conduct and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records [5 U.S.C. 552a(m)(1)]. The contract work statement: (a) identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and (b) specifies the disposition to be made of such records upon completion of contract performance.

H.3 CONDITIONS OF PERFORMANCE

In addition to the performance requirements of this contract set forth under Section C, Description/Specifications, Work Statement, the Contractor may be required to comply with the requirements of any revisions in legislation or regulations, which may be enacted or implemented during the period of performance of this contract, and are directly applicable to the performance requirements of this contract.

H.4 HIPAA BUSINESS ASSOCIATE PROVISION II

Definitions:

All terms used herein and not otherwise defined shall have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA,” 42 U.S.C. sec. 1320d) and the corresponding implementing regulations. Provisions governing the Contractor’s duties and obligations under the Privacy Act (including data use agreements) are covered elsewhere in the contract.

"Business Associate" shall mean the Contractor. "Covered Entity" shall mean CMS’ Medicare Fee for Service program and/or Medicare’s Prescription Drug Discount Care and Transitional Assistance Programs.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or the Secretary’s designee.

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information (“PHI”), as defined in 45 C.F.R. § 160.103, created or received by Business Associate from or on behalf of Covered Entity other than as permitted or required by this Contract or as required by law.
- (b) Business Associate agrees to use safeguards to prevent use or disclosure of PHI created or received by Business Associate from or on behalf of Covered Entity other than as provided for by this Contract. Furthermore, Business Associate agrees to use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information (“EPI”), as defined in 45 C.F.R. 160.103, it creates, receives, maintains or transmits on behalf of the Covered Entity to prevent use or disclosure of such EPI.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure involving PHI it receives/maintains from/on behalf of the Covered Entity that is not provided for by this Contract of which it becomes aware. Furthermore, Business Associate agrees to report to Covered Entity any security incident involving EPI of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information. Furthermore, Business Associate agrees to ensure that its agents and subcontractors implement reasonable and appropriate safeguards for the PHI received from or on behalf of the Business Associate.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, to PHI received by Business Associate in the course of contract performance, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 upon request of Covered Entity.
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the various rules implementing the HIPAA.
- (i) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- (j) Business Associate agrees to provide to Covered Entity, or an individual identified by the Covered Entity, information collected under this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for purposes of the performance of this Contract, if such use or disclosure of PHI would not violate the HIPAA Privacy or Security Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy or Security Rules.

Term of Provision

- (a) The term of this Provision shall be effective as of **TBD**, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination terms of this Contract. Covered Entity may terminate this Contract for default if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (2) Consistent with the terms of this Contract, terminate this Contract for default if Business Associate has breached a material term of this Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created

or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

Miscellaneous

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

(b) The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Rules issued under HIPAA.

(c) The respective rights and obligations of Business Associate under paragraph (c) of the section entitled "term of Provision" shall survive the termination of this Contract.

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

H.5 SECTION 508 – ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY

a. This contract is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.

b. The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.

c. Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the

non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.

d. The contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.

e. For every EIT product or service accepted under this contact by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first.

H.6 REHABILITATION ACT, SECTION 508, ACCESSIBILITY STANDARDS

The contractor shall comply with the Rehabilitation Action, Section 508, Accessibility Standards as referenced below.

Federal Government Standards
Rehabilitation Act, Section 508, Accessibility Standards
29 U.S.C. 794d (rehabilitation Act as amended)
36 CFR 1194 (508 standards)
www.access-board.gov/sec508/508standards.htm (508 standards)
www.section508.gov (website)
FAR 39.2 (Section 508)
www.access-board.gov/sec508/guide.htm (guide for standards)

H.7 RESTRICTIONS ON THE USE OF INFORMATION

The access to and use of data/information under this contract shall be in accordance with FAR clause 52.224-2 (APR 1984), Privacy Act, set forth in Section I.

The contractor and its employees are subject to criminal penalties for violations of the Act (5 U.S.C. 552a(i)) to the same extent as employees of the Government. The contractor shall assure that each contractor employee knows the prescribed rules of conduct, and is aware that he/she can be subjected to criminal penalties for violations of the Act.

H.8 WORK PERFORMED OUTSIDE OF THE UNITED STATES AND ITS TERRITORIES

a. The contractor, and its subcontractors, shall not perform any activities under this contract at a location outside of the United States without the prior written approval of the Contracting Officer. In making a decision to authorize the performance of work outside of the United States, the Contracting Officer will consider the following factors, including but not limited to:

1. All contract terms regarding system security
2. All contract terms regarding the confidentiality and privacy requirements for information and data protection
3. All contract terms that are otherwise relevant, including the provisions of the statement of work
4. Corporate compliance
5. All laws and regulations applicable to the performance of work outside of the United States
6. The best interest of the United States

a. In requesting the Contracting Officer's authorization to perform work outside of the United States, the contractor must demonstrate that the performance of work outside of the United States satisfies all of the above factors. If, in the Contracting Officer's judgment, the above factors are not fully satisfied, performance of work outside of the United States will not be authorized.

b. In preparing a proposal to meet this requirement, particular attention should be given to:

- System Security
- Confidentiality of Information
- HIPAA
- Privacy Act

H.9 SECURITY CLAUSE -BACKGROUND – INVESTIGATIONS FOR CONTRACTOR PERSONNEL CMS CLAUSE 09A-01 (MAY 2007)

If applicable, Contractor personnel performing services for CMS under this contract, task order or delivery order shall be required to undergo a background investigation. CMS will pay for the background investigations.

After contract award, the CMS COR and the Emergency Management & Response Group (EMRG), with the assistance of the Contractor, shall perform a position-sensitivity analysis based on the duties contractor personnel shall perform on the contract, task order or delivery order. The results of the position-sensitivity analysis will determine first, whether the provisions of this clause are applicable to the contract and second, if applicable, determine each position's sensitivity level (i.e., high risk, moderate risk or low risk) and dictate the appropriate level of background investigation to be processed. Investigative packages may contain the following forms:

1. SF-85, Questionnaire for Non-Sensitive Positions, 09/1995
2. SF-85P, Questionnaire for Public Trust Positions, 09/1995
3. OF-612, Optional Application for Federal Employment, 12/2002
4. OF-306, Declaration for Federal Employment, 01/2001
5. Credit Report Release Form
6. FD-258, Fingerprint Card, 5/99, and
7. CMS-730A, Request for Physical Access to CMS Facilities (NON-CMS ONLY), 11/2003.

The Contractor personnel shall be required to undergo a background investigation commensurate with one of these position-sensitivity levels:

1) High Risk (Level 6)

Public Trust positions that would have a potential for exceptionally serious impact on the integrity and efficiency of the service. This would include computer security of a major automated information system (AIS). This includes positions in which the incumbent's actions or inaction could diminish public confidence in the integrity, efficiency, or effectiveness of assigned government activities, whether or not actual damage occurs, particularly if duties are especially critical to the agency or program mission with a broad scope of responsibility and authority.

Major responsibilities that would require this level include:

- a. development and administration of CMS computer security programs, including direction and control of risk analysis and/or threat assessment;
- b. significant involvement in mission-critical systems;
- c. preparation or approval of data for input into a system which does not necessarily involve personal access to the system but with relatively high risk of causing grave damage or realizing significant personal gain;
- d. other responsibilities that involve relatively high risk of causing damage or realizing personal gain;

- e. policy implementation;
- f. higher level management duties/assignments or major program responsibility; or
- g. independent spokespersons or non-management position with authority for independent action.

Approximate cost of each investigation: \$3,500

2) Moderate Risk (Level 5)

Public Trust positions that have potential for moderate to serious impact on the integrity and efficiency of the service, including computer security. These positions involve duties of considerable importance to the CMS mission with significant program responsibilities that could cause damage to large portions of AIS. Duties involved are considerably important to the agency or program mission with significant program responsibility, or delivery of service. Responsibilities that would require this level include:

- a. the direction, planning, design, operation, or maintenance of a computer system and whose work is technically reviewed by a higher authority at the High Risk level to ensure the integrity of the system;
- b. systems design, operation, testing, maintenance, and/or monitoring that are carried out under the technical review of a higher authority at the High Risk level;
- c. access to and/or processing of information requiring protection under the Privacy Act of 1974;
- d. assists in policy development and implementation;
- e. mid-level management duties/assignments;
- f. any position with responsibility for independent or semi-independent action; or
- g. delivery of service positions that demand public confidence or trust.

Approximate cost range of each investigation: \$150 - \$2,600

3) Low Risk (Level 1)

Positions having the potential for limited interaction with the agency or program mission, so the potential for impact on the integrity and efficiency of the service is small. This includes computer security impact on AIS.

Approximate cost of each investigation: \$100

The Contractor shall submit the investigative package(s) to the EMRG within three (3) days after being advised by the EMRG of the need to submit packages. Investigative packages shall be submitted to the following address:

Centers for Medicare & Medicaid Services
Office of Operations Management
Emergency Management & Response Group

Mail Stop SL-13-15
7500 Security Boulevard
Baltimore, Maryland 21244-1850

The Contractor shall submit a copy of the transmittal letter to the Contracting Officer (CO).

Contractor personnel shall submit a CMS-730A (Request for Badge) to the EMRG (see link to this clause). The Contractor and the PO shall obtain all necessary signatures on the CMS-730A prior to any Contractor employee arriving for fingerprinting and badge processing.

The Contractor must appoint a Security Investigation Liaison as a point of contact to resolve any issues of inaccurate or incomplete form(s). Where personal information is involved, EMRG may need to contact the contractor employee directly. The Security Investigation Liaison may be required to facilitate such contact.

After EMRG fingerprints contractor personnel and issues them a temporary CMS identification badge, the EMRG will send their completed investigative package to the Office of Personnel Management (OPM). OPM will conduct the background investigation. Badges will be provided by EMRG while contractor personnel investigative forms are being processed. The Contractor remains fully responsible for ensuring contract, task order or delivery order performance pending completion of background investigations of contractor personnel.

EMRG shall provide written notification to the CO with a copy to the PO of all suitability decisions. The PO shall then notify the Contractor in writing of the approval of the Contractor's employee(s), at that time the Contractor's employee(s) will receive a permanent identification badge. Contractor personnel who the EMRG determines to be ineligible may be required to cease working on the contract immediately.

The Contractor shall report immediately in writing to EMRG with copies to the CO and the PO, any adverse information regarding any of its employees that may impact their ability to perform under this contract, task order or delivery order. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

Contractor personnel shall be provided an opportunity to explain or refute unfavorable information found in an investigation to EMRG before an adverse adjudication is made. Contractor personnel may request, in writing, a copy of their own investigative results by contacting:

Office of Personnel Management
Freedom of Information
Federal Investigations Processing Center

PO Box 618
Boyers, PA 16018-0618.

At the Agency's discretion, if an investigated contractor employee leaves the employment of the contractor, or otherwise is no longer associated with the contract, task order, or delivery order within one (1) year from the date the background investigation was completed, then the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted, the cost could be approximately \$100 to \$3,500. The amount to be paid by the Contractor shall be due and payable when the CO submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO's letter by check made payable to the "United States Treasury." The Contractor shall provide a copy of the CO's letter as an attachment to the check and submit both to the Office of Financial Management at the following address:

Centers for Medicare & Medicaid Services
PO Box 7520
Baltimore, Maryland 21207

The Contractor must immediately provide written notification to EMRG (with copies to the CO and the PO) of all terminations or resignations of Contractor personnel working on this contract, task order or delivery order. The Contractor must also notify EMRG (with copies to the CO and the PO) when a Contractor's employee is no longer working on this contract, task order or delivery order.

At the conclusion of the contract, task order or delivery order and at the time when a contractor employee is no longer working on the contract, task order or delivery order due to termination or resignation, all CMS-issued parking permits, identification badges, access cards, and/or keys must be promptly returned to EMRG. Contractor personnel who do not return their government-issued parking permits, identification badges, access cards, and/or keys within 48 hours of the last day of authorized access shall be permanently barred from the CMS complex and subject to fines and penalties authorized by applicable federal and State laws.

H.10 SUBCONTRACTING REPORT

The contractor shall be required to report, semiannually, all subcontracts utilized under the contract. The report shall include contract number, cumulative amount (Funded), cumulative dollar value of work completed, subcontractor name, cumulative dollar value of work subcontracted (per subcontractor), cumulative percentage of contract work subcontracted.

H.11 DATA USE AGREEMENT

Due to the confidential nature of the information the contractor(s) will have access to, and in order to secure data that reside in a CMS Privacy Act System of Records, CMS mandates that all contractor(s) performing under this contract enter into a Data Use Agreement with CMS. This agreement addresses the conditions under which CMS will disclose and the User will obtain, use, reuse and disclose the CMS data file(s) and/or any derivative file(s) that contain direct individual identifiers or elements that can be used in concert with other information to identify individuals.

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

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

<http://www.arnet.gov/far/>

a) The following general clauses are applicable:

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.204-12	Data Universal Numbering System Number Maintenance	JUL 2010
52.204-13	System for Award Management Maintenance	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding	JUL 2013

	Responsibility Matters	
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records – Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Cost or Pricing Data – Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver for Facilities Capital Cost of Money	OCT 1997
52.215-18	Revision or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Alternate IV	OCT 2010
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications – Alternate IV	OCT 2010
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost and Payment	JUN 2011
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-9	Small Business Subcontracting Plan – Alternate II	JAN 2011
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	JAN 2013
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action for Workers with Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-38	Compliance with Veterans’ Employment Reporting Requirements	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-6	Drug-Free Workplace	MAY 2001

52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-22	Major System – Minimum Rights	JUN 1987
52.227-14	Rights in Data – General	DEC 2007
52.228-7	Insurance – Work on a Government Installation	MAR 1996
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure and Consistency of Cost	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-17	Interest	OCT 2010
52.232-18	Availability of Funds	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt payment	OCT 2008
52.232-25	Prompt payment – Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	OCT 2003
52.232-39	Unenforceability of Unauthorized Obligations	FEB 2002
52.233-1	Disputes – Alternate I	JUL 2002
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-4	Earned Value Management System	JUL 2006
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-work Order	AUG 1989
52.243-2	Changes-Cost Reimbursement	AUG 1987
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.246-5	Inspection of Services – Cost-Reimbursement	APR 1984
52.246-25	Limitation of Liability – Services	FEB 1997
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR)

NUMBER	TITLE	DATE
352.201-70	Paperwork Reduction Act	JAN 2006
352.202-1	Definitions	JAN 2006
352.203-70	Anti-Lobbying	JAN 2006
352.215-1	Instruction to Offerors – Competitive Acquisition	JAN 2004
352.215-70	Late Proposals and Revisions	JAN 2006
352.216-70	Additional Cost Principles	JAN 2006
352.222-70	Contractor Cooperation in Equal Opportunity Investigations	JAN 2010
352.223-70	Safety and Health	JAN 2006
352.224-70	Privacy Act	JAN 2006
352.227-70	Publication and Publicity	JAN 2006
352.231-71	Pricing of Adjustments	JAN 2001
352.232-70	Incremental Funding	JUN 2010
352.233-71	Litigation and Claims	JAN 2006
352.234-2	Notice of Earned Value Management System – Post-Award Integrated Baseline Review	OCT 2008
352.234-3	Full Earned Value Management System	OCT 2008
352.239-70	Standard for Security Configurations	JAN 2010
352.239-71	Standard for Encryption Language	JAN 2010
352.239-72	Security Requirements for Federal Information Technology Resources	JAN 2010
352.239-73	Electronic and Information Technology Accessibility	JAN 2010
352.242-71	Tobacco-Free Facilities	JAN 2006
352.242-73	Withholding of Contract Payments	JAN 2006
352.242-74	Final Decisions on Audit Findings	APR 1984
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities	JAN 2001
352.270-7	Conference Sponsorship Request and Conference Materials Disclaimer	JAN 2010

I.3 DEFINITIONS HHSAR 352.202-1 (JAN 2006)

The FAR Definitions clause at 52.202-1 is modified as follows:

(52) In accordance with **52.202–1(a) (1)**, substitute the following as paragraph (a):

“(a) The term “Secretary” or “Head of the Agency” (also called “Agency Head”) means the Secretary, Deputy Secretary, or any Assistant Secretary, Administrator or Commissioner of the Department of Health and Human Services; and the term “his/her duly authorized

representative” means any person, persons, or board authorized to act for the Secretary.”

(b) In accordance with **52.202–1(a) (1)**, add the following paragraph (h):

“(h) The term “Contracting Officer Representative” means the person who monitors the technical aspects of contract performance. The Contracting Officer Representative is not authorized to issue any instructions or directions which cause any increase or decrease in the Statement of Work/Performance Work Statement/Specifications which would result in the increase or decrease in the price of this contract, or changes in the delivery schedule or period of performance of this contract. If applicable, the Contracting Officer Representative is not authorized to receive or act upon any notification or revised cost estimate provided by the Contractor in accordance with the Limitation of Cost or Limitation of Funds clauses of this contract.”

I.4 CMS INFORMATION SECURITY (APR 2013)

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

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

the contractor shall become and remain compliant with the requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>. The requirements cover all CMS contracts and associated deliverables, which are required on a “per contractor” basis.

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

- **Federal Information Security Management Act (FISMA)** – FISMA information can be found at <http://csrc.nist.gov/groups/SMA/fisma/index.html>. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and

assets of the agency, including those provided or managed by another agency, contractor, or other source; and,

- Federal Risk and Authorization Management Program (FedRAMP) – FedRAMP information can be found at <http://www.gsa.gov/portal/category/102371>. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>.

I.5 MENTOR-PROTEGE PROGRAM HHSAR 352.219-70 (JANUARY 2010)

(a) Large business prime contractors serving as mentors in the HHS Mentor- Protégé program are eligible for HHS subcontracting plan credit, and shall submit a copy of their HHS Office of Small and Disadvantaged Business Utilization (OSDBU)-approved mentor-protégé agreements as part of their offers. The amount of credit provided by the Contracting Officer to a mentor firm for protégé firm developmental assistance costs shall be calculated on a dollar for dollar basis and reported by the mentor firm in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. The mentor firm and protégé firm shall submit to the Contracting Officer a signed joint statement agreeing on the dollar value of the developmental assistance the mentor firm provided. (For example, a mentor firm would report a \$10,000 subcontract awarded to a protégé firm and provision of \$5,000 of developmental assistance as \$15,000 of developmental assistance.) The mentor firm may use this additional credit towards attaining its subcontracting plan participation goal under this contract.

(b) The program consists of—

- (1) Mentor firms – large businesses that: (i) demonstrate the interest, commitment, and capability to provide developmental assistance to small business protégé firms; and (ii) have a Mentor-Protégé agreement approved by HHS’ OSDBU;
- (2) Protégé firms – firms that: (i) seek developmental assistance; (i) qualify as small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUB Zone small businesses, small disadvantaged businesses, or woman-owned businesses; and (iii) have a Mentor-Protégé agreement approved by HHS’ OSDBU; and
- (3) Mentor-Protégé agreements – joint agreements, approved by HHS’ OSDBU, which detail the specific terms, conditions, and responsibilities of the mentor-protégé relationship.

**I.6 MENTOR-PROTEGE PROGRAM REPORTING REQUIREMENTS HHSAR 352.219-71
(JANUARY 2010)**

The Contractor shall comply with all reporting requirements specified in its Mentor-Protégé agreement approved by HHS' OSDDBU.

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9 (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; 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 five years and six months.

**I.8 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY HHSAR 339.201-70(B)
(JANUARY 2010)**

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

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

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

(b) Accordingly, any vendor submitting a proposal/quotation/bid in response to this solicitation must demonstrate compliance with the established EIT accessibility standards. Information about Section 508 is available at <http://www.section508.gov/>. The complete

text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

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

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

SECTION J – LIST OF ATTACHMENTS

- J.1 Statement of Work
- J.2 Award Fee Plan
- J.3 Product Accessibility Template

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

K.1 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.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)

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

<http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-38	Compliance with Veteran’s Employment Reporting Requirements	SEP 2010
52.225-25	Prohibition on Contracting with Entities Engaging in Certain	DEC 2012

	Activities or Transactions Relating to Iran – Representations and Certifications	
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K.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FAR 52.203-2(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a) (2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.4 TAXPAYER IDENTIFICATION FAR 52.204-3 (OCT 1998)

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[] TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.5 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541512 [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations— Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.
- (xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
 - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
 - (i) 52.219-22, Small Disadvantaged Business Status.
 - (A) Basic.
 - (B) Alternate I.
 - (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 - (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
 - (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
 - (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
 - (vi) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
 - (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision 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 SAM.

K.6 PART IV - REPRESENTATIONS AND INSTRUCTIONS (FINANCIAL INFORMATION)

SECTION K - PART II: Financial Information

1. Contractor: _____

Address:* _____

Telephone No. _____

Individual(s) to contact regarding this proposal:

Dun & Bradstreet, Data Universal Numbering System (DUNS) No.

*If financial records are maintained at some other location, show the address of the place where the records are kept.

2. Cognizant Government Audit Agency:

Address: _____

Auditor: _____

Telephone No. _____

3. Sales:

a. Work Distribution for the Last Completed Fiscal Accounting Period

Government cost reimbursement type prime contracts and subcontracts:
\$ _____

Government fixed price prime contracts and subcontracts: \$ _____

Government Time and Material prime contracts and subcontracts: \$ _____

Commercial Sales: \$ _____

Total Sales: \$ _____

b. Total Sales for First and Second Fiscal Years Immediately Preceding Last Completed Fiscal Year

Total sales for first preceding fiscal year: \$ _____

Total sales for second preceding fiscal year: \$ _____

4. Is company a separate entity or division? _____

If a division or subsidiary corporation, name parent company:

5. Date company organized: _____

6. Manpower:

Total employees: _____

Direct: _____

Indirect: _____

Standard Work Week (Hours): _____

7. Commercial Products: _____

8. Attach a current organizational chart of the company.

9. Description of contractor's system of estimating and accumulating costs under Government contracts.

(Check appropriate blocks).

	Estimated/ Actual Cost	Standard Cost
	=====	=====
Estimating System	_____	_____
Job Order	_____	_____
Process	_____	_____
Accumulating System	_____	_____
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any Government agency?

Yes _____ No _____

If yes, give name and location of agency:

10. What is your fiscal year period?
(Give month-to-month dates) _____

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year_____	Basis of	
	Indirect Cost Rates	Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G & A Expense	_____	_____
Other	_____	_____

11. Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?*

If yes, give name and location of the Government agency:

Date of last preaward audit review by a Government agency (also provide a copy):

*If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G & A must be furnished.

12. Cost estimating is performed by:

- () accounting department
- () contract department
- () other (describe) _____

13. Has system of control of Government property been approved by a Government agency?

If yes, give name and location of agency:

14. Purchasing Procedures:

Are purchasing procedures written? Yes_____ No_____

Has your purchasing system been approved by a Government agency?

Yes _____ No _____

If yes, give name and location of agency:

15. Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

K.7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS FAR 52.209-5 (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.8 PLACE OF PERFORMANCE FAR 52.215-6 (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.9 INFORMATION REGARDING RESPONSIBILITY MATTERS FAR 52.209-7 (FEB 2012)

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the

proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

K.10 SMALL BUSINESS PROGRAM REPRESENTATIONS FAR 52.219-1 (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [541512].

(2) The small business size standard is \$7 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are*

participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUB Zone small business concern listed, on the date of this representation, on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUB Zone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUB Zone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUB Zone small business concern participating in the HUB Zone joint venture. *[The offeror shall enter the names of each of the HUB Zone small business concerns participating in the HUB Zone joint venture: _____.]* Each HUB Zone small business concern participating in the HUB Zone joint venture shall submit a separate signed copy of the HUB Zone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” 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 criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUB Zone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the

Act.

K.11 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION 52.230-1 (MAY 2012)

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 \$700,000 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

K.12 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.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)**

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

www.arnet.gov/far/

NUMBER	TITLE	DATE
52.204-6	Data Universal Numbering System (DUNS) Number	JUL 2013
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort	OCT 2009
52.217-5	Evaluation of Options	JUL 1990
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation.	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities	DEC 2012
52.237-10	Identification of Uncompensated Overtime	OCT 1997

L.2 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION FAR 52.215-1 (JAN 2004)

(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 HHSAR 352.215-1(e)

(1) The proposal submitted in response to this request may contain data (trade secrets; business data (e.g., commercial information, financial information, 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 statements, specifying the particular portions of the proposal which are to be restricted:

“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 (HHS), data contained in the portions of this proposal which the offeror has specifically identified by page number, paragraph, etc. as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that HHS may not be able to withhold a record (e.g., data, document, etc.) nor deny access to a record requested pursuant to the Act and that the HHS' FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if HHS 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 must 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 statements or statements differing in substance from those cited above may not be considered for award. The Government reserves the right to reject any proposal submitted with nonconforming statement(s).

(f) Contract award

(1) The Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors 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 without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(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 sub-line 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.

L.3 TYPE OF CONTRACT FAR 52.216-1 (APR 1984)

The Government contemplates award of a Cost-Plus-Award-Fee (CPAF) contract resulting from this solicitation. However, the Contracting Officer reserves the right to choose another contract type if it is in the best interests of the Government to do so.

L.4 SERVICE OF PROTEST FAR 52.233-2 (SEP 2006)

- (a) Protests, as defined in section 31.1 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Centers for Medicare & Medicaid Services

ATTN: Candice Savoy, Contracting Officer
7111 Security Blvd
Mail Stop B3-05-06
Baltimore, MD 21244
(410)786-7494
Candice.Savoy@cms.hhs.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SECTION 508 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) COMPLIANCE

Offerors are advised that any resultant contract awarded under this solicitation may be subject to Section 508 of the Rehabilitation of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures EIT, the EIT must allow federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to federal employees and individuals of the public without disabilities. Offerors are advised to review the Section 508 solicitation provisions at Section H.

L.6 INSTRUCTIONS TO OFFERORS – SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with FAR 52.204-7, the offeror shall acknowledge that they are registered in the SAM database prior to award, during performance, and through final payment of any award resulting from this solicitation. **FAILURE TO REGISTER IN SAM WILL PROHIBIT CMS FROM MAKING AN AWARD TO YOUR ORGANIZATION.**

The prospective awardee must enter all mandatory data fields, including the DUNS number or DUNS+4 number into the SAM database. (*see FAR Provision: 52.204-6 Data Universal Numbering System (DUNS) Number*). The prospective awardee must also enter all Electronic Funds Transfer (EFT) data in the SAM database.

The prospective awardee is responsible for the accuracy and completeness of the data within the SAM database. At a minimum, the prospective awardee must review and update the SAM database on an annual basis.

Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

L.7 COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist:

Corey Lloyd
(410) 786-4195
Corey.Lloyd@cms.hhs.gov

Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

L.8 COMMUNICATIONS REGARDING THIS SOLICITATION

All communications and questions concerning this Request for Proposal shall be submitted electronically via email and shall be received by the Contract Specialist by **Wednesday, July 23rd at 2:00pm**. CMS will answer relevant questions by amendment to this solicitation, with copies of both the questions and answers being supplied to all prospective offerors via **FedBizOpps**, without reference as to the originating source. **Questions submitted by telephone or verbally will not be honored.**

As soon as an Offeror is aware of any problems or ambiguities in interpreting the specifications, terms and conditions, instructions or evaluation criteria of this solicitation, the Contracting Office shall be notified.

Offerors shall submit any questions they may have via electronic mail (E-mail) to: Corey Lloyd: Corey.Lloyd@cms.hhs.gov and Candice Savoy: Candice.Savoy@cms.hhs.gov. Only offerors who can demonstrate that they do not have E-mail capabilities shall submit questions via regular mail to:

Centers for Medicare & Medicaid Services
Office of Acquisitions and Grants Management
ATTN: Corey Lloyd, Contract Specialist
7111 Security Boulevard, B3-05-27
Baltimore, Maryland 21244-1850

Submission of Questions shall include at a minimum, company name, address, point of contact and phone number. For each question submitted the offeror shall provide the Statement of Work (SOW) section title and number (including subparagraph designations) or solicitation section title being referenced.

L.9 NAICS CODE AND SMALL BUSINESS SIZE STANDARD

The North American Industry Classification System (NAICS) code for this acquisition is 541512.

L.10 GENERAL PROPOSAL INSTRUCTIONS

This solicitation includes instructions for submission of a proposal for a single award contract.

a. The proposal must be prepared in two parts:

Technical Proposal
Business Proposal

Each of the parts shall be separate and complete in itself so the evaluation of one may be accomplished independently of evaluation of the other. **The technical proposal must not contain reference to price/cost;** however, resource information such as data concerning labor hours and categories, materials, subcontracts, etc., may be contained in the technical proposal so that your understanding of the scope of the work may be evaluated.

b. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

c. Offeror is advised that its proposal may become part of the official contract file.

d. The solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

e. Late Proposals will be handled in accordance with FAR 52.215-1, Instructions to Offerors - Competitive Acquisition and HHSAR 315.208, Late Proposals and Revisions.

f. CMS reserves the right to amend or cancel the solicitation as necessary.

g. CMS reserves the right to award a contract without discussions after evaluation of initial written submissions.

h. The following is a timeline for applicable due dates:

Solicitation Milestone	Due Date
Solicitation Questions	2:00 p.m., July 23, 2014
Notice of Intent to Propose	2:00 p.m., August 6, 2014
Proposal Submission	2:00 p.m., August 18, 2014

L.11 PROPOSAL ORGANIZATION

Your offer shall be organized as follows:

a. **Technical Proposal:** The Technical Proposal shall consist of the following (See Section L.15 for details):

1. Technical Approach
 - a. Start-up Plan
2. Project Organization and Management Plan
3. Staff Qualifications
4. Corporate Experience
5. Small Business and Small Disadvantaged Business Subcontracting Plan
6. Past Performance
7. Section 508 Product Accessibility Template (PAT)

b. **Business Proposal:** The Business Proposal shall consist of the following (See Section L.16 for details):

1. SF-33, Solicitation, Offer and Award
2. Solicitation Sections G
3. Solicitation Section H
4. RFP Section K, Representations, Certifications and Other Statements
5. Cost Proposal
6. A copy of any current government agreements on indirect cost rates and indirect rate history for the past three years
7. Other Administrative Data:
 - (a) Statement of Proposal Validity
 - (b) Offeror's financial capability
 - (c) Identification of subcontractors or teaming arrangements.
 - (d) Accounting and Estimating System Information
 - (e) Government Property
 - (f) Uncompensated Overtime Policy
 - (g) Total Compensation Plan

L.12 PROPOSAL PRESENTATION AND DELIVERY

Proposal Delivery - Offerors must submit one (1) electronic copy via email for both the technical and business proposals by the date and time specified in Block 9 of the Standard Form 33 to:

Corey Lloyd
Corey.Lloyd@cms.hhs.gov
Centers for Medicare and Medicaid Services
7111 Security Blvd
Baltimore, MD 21244

Offerors are advised to make sure that the proposal is provided as follows:

1. Each part (Technical and Business proposal) should be a separate file with all the required information. All attachments shall be clearly labeled.
2. The technical proposal document must be in Microsoft Word, the business proposal must be in Microsoft Excel.
3. The RFP number must be clearly marked on the proposal.
4. The page size shall be 8 ½ by 11 inches with margins no less than 1". All pages in the proposal shall be numbered. Font size shall not be less than 12 point. Graphs and tables shall be no less than 10 point font and single spaced. The Contracting Officer, at his/her discretion, shall have the authority to waive minor deviations from the above specifications. **The number of pages for the Technical Proposal is limited to 150.** Any pages beyond the maximum allowed for Technical proposal will not be considered. **The Business Proposal pages are not limited**, however, the business proposal should be carefully prepared to be clear and concise.
5. Proposal must be signed by an official authorized to bind your organization.
6. All proposals will be screened initially for completeness, accuracy and timeliness. Offeror's whose proposal does not meet the initial screening criteria will not be evaluated further.
7. It is the Offeror's responsibility to ensure the completeness of the proposal. The evaluation of proposals will be conducted on the basis of the information contained in the written proposal. The Government will not assume that an Offeror possesses any capabilities not specified in the proposal.
8. Proposals are due no later than 2:00 p.m. EST on Monday, August 18, 2014.
9. Please provide a notice of intent to propose no later than 2:00 p.m. EST on Wednesday, August 6, 2014.

L.13 TECHNICAL PROPOSAL INSTRUCTIONS

Technical Proposal Instructions: Offerors are cautioned that any pages exceeding the 150 page limit will not be reviewed or evaluated. Please note that there are some sections listed below that are not included in the 150 page limit.

1. **Technical Approach** (included in the 150 page limit)

The offeror's proposal shall disclose its technical approach in as much detail as possible. The recommendations and technical approach should be specific, detailed and complete enough to clearly and fully demonstrate that the offeror thoroughly understands the requirements of the SOW, together with proposed solution approaches. Stating that the offeror understands and will comply with the SOW, or paraphrasing the SOW, or parts thereof, are considered inadequate, as are phrases such as "standard procedures will be employed", "well-known techniques will be used and "we will apply additional technologies, processes and best practices to implement efficiencies" The technical proposal must be sufficient as to how it is proposed to comply with the applicable SOW, including a full explanation of the techniques and procedures you propose to follow.

Specific aspects of the technical approach that shall be described in the technical proposal include, but are not limited to the following:

The offeror shall demonstrate:

- a. A technical understanding of current industry standards and/or working knowledge of CMS technology stack including JAVA, Oracle, RedHat JBoss, Marklogic, Alfresco, etc.
- b. Adherence to system development lifecycle that follows or can be adapted to the CMS Expedited Life Cycle (XLC) with processes and controls that ensure quality and stability of implementation of software work products.
- c. Because of the high public visibility and significant complex workload volumes to be processed under this contract, it is imperative that the services of a PMO (Program Management Office) be implemented in accordance with the proposed delivery schedule. Consequently, offerors shall submit a draft of their project start-up/ transition-in plan that will be finalized and implemented as a requirement under the Scope of Work. The proposal shall clearly indicate, as part of the technical approach, how the offeror's work plan will address initial start-up activities required to implement a full level of performance as required under this contract. The start-up plan shall be incorporated and

The start-up plan shall include, at a minimum:

- a. Detailed information as to the recruitment, security and background check, training/on-boarding, and access request management of staff needed to adequately support the contract workload;
- b. Detailed information with respect to establishing necessary systems support;
- c. Problems anticipated and alternative methods to overcome those problems, including effect on, if any, on timelines;
- d. Time-line sequence graphically illustrating the progress and completion dates of each activity in accordance with the SOW;
- e. The inter-dependencies of each of the start-up activities;

- f. Identification of persons responsible for the completion of each of the start-up activities.
- g. Technical assumptions that affect successful start-up

The start-up plan is not included in the 150 page limit, but should be a separate document of no more than 25 pages. Offerors are cautioned that the start-up plan should address only the start-up issues identified above, not additional or repeated “Technical Approach” or “Management Plan”.

2. Project Organization and Management Plan (included in the 150 page limit)

In this section of the Technical Proposal, the offeror shall describe the organization and management methods the offeror will use to carry out the proposed contract. Like the technical approach, the Project Management Plan should demonstrate an understanding of the nature of the tasks.

Offerors should include:

- a. a schedule for all phases of the project, including dates for completion of all tasks;
- b. a description of the type of staff and number of hours required to accomplish the work effort, including a complete staffing chart by task and subtask indicating who will be performing what, number of hours, etc. (any subcontractor effort should be included as well)(do not include pricing).
 - i. The staffing chart must be a complete list of all personnel proposed and shall crosswalk to the names/positions titles/job categories provided on resumes, organizational charts, basis of estimate (if provided) and costing spreadsheets. Failure to provide a clear, easily understandable crosswalk will be evaluated negatively.
- c. a description of how project management and contract task implementation issues will be identified and communicated in a timely manner and at the proper levels of authority;
- d. travel plan (both local and long-distance); and
- e. a description of all subcontracting arrangements, including the identities of all subcontractors, the overall percentage of the project that will be accomplished by subcontracting, and the tasks or subtasks that will be performed by subcontractor(s).

3. Staff Qualifications (not included in the 150 page limit)

The proposal shall identify the types of professional personnel that will be needed to perform the contract, and shall describe the experience and qualifications of personnel who will be assigned for direct work on this program. Specific requirements for this section of the proposal are listed below.

- a. Identify the types of professional personnel needed to perform the contract
- b. Describe the experience and qualifications of all required key personnel, any additional key personnel the Offeror proposes and all personnel deemed essential to fulfilling the requirements in the SOW or who will be assigned for direct work on this contract.
- c. Identify by name and position all individuals being proposed that were listed in the cited references for experience and past performance.
- d. Briefly describe how the experience gained on the cited reference will be useful in reference to this solicitation.
- e. Resumes shall not exceed 3 pages and provide date/issue number of all certifications relevant to the qualifications/expertise of the person proposed. Failure to include this information will be negatively evaluated. Offerors are cautioned this will be verified.

This information shall be provided for the project team members and, to the extent possible, for the additional and supportive personnel identified in paragraph g below. Experience beyond the past 10 years need not be provided unless it is directly relevant to the proposed work effort.

- f. The offeror shall list names and titles of additional personnel, if any, who will be required for full-time employment or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. In addition, the offeror shall describe the sources and types of special professional personnel, if any, who will participate in the project; shall indicate the technical areas, character and extent of their activity; and discuss their qualifications, experience, and accomplishments. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:
 - a. The specific items or expertise they will provide;
 - b. Their availability to the project and the amount of time anticipated;
and
 - c. Willingness to act as a consultant.

4. **Corporate Experience** (not included in the 150 page limit)

The offeror must list and describe in sufficient detail 2-5 projects/contracts recently completed in the past 5 years, of which are relevant or similar to this requirement and must clearly indicate whether the project was completed by the

prime or subcontractor. Personnel who performed on these contracts and who are proposed for this effort must be clearly shown. The proposal must demonstrate how the offeror's experience qualifies it to successfully perform the work described by this solicitation.

At a minimum, offerors shall furnish the following information for each project/contract cited:

- a. A brief description of the project/contract. Include any additional information, which will further describe the activities/functions performed and demonstrate the relationship of such experience to the requirements of this solicitation;
- b. Show the type of contract, dollar value of contract at time of award, cumulative dollar value of contract at closure, and period of performance. Indicate whether or not contract renewal options were exercised.

The name, address (including city, state and zip code), telephone number (with area code), and e-mail address of the Government Project Officer/ Contracting Officer's Representative (COR) or comparable official; AND of the cognizant Government Contracting Officer or comparable official. The offeror shall be responsible for ensuring those names, phone numbers, and e-mail addresses are current as of the date of proposal submission.

5. Small Business and Small Disadvantaged Business Subcontracting Plan (not included in the 150 page limit)

- a. If the proposed contract exceeds a total estimated cost of \$650,000 for the entire period of performance, Offerors shall be required to submit a subcontracting plan in accordance with the terms of the clause entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation.
- b. THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- c. The term "subcontract" 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 the performance of the original contract or subcontract.
- d. Offerors must meet the following minimum mandatory goals for subcontracting opportunities, however Offerors are encouraged to increase small business participation to the maximum extent possible:

Of the total dollars subcontracted, 33% should go to small businesses.

As a subset of that 33%, the following goals are recommended:

- 5% to Small Disadvantaged Business
- 5% to Small Women Owned Business
- 3% to Small HUB Zone Business
- 3% to Small Disabled Veteran Owned Business

e) Offerors are cautioned that:

(1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer and will be incorporated into the contract, as a material part thereof.

(2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.

(3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the Offeror, the Offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.

(4) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.

(5) It is the Offeror's responsibility to develop a satisfactory subcontracting plan with respect to both small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals and that each such aspect of the Offeror's plan will be judged independent of the other.

(6) The Offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

f. The Small Business Subcontracting Plan is included as Attachment XX. This document is not included in the 150 page limit.

6. Past Performance (not included in the 150 page limit)

CMS will contact the references provided for each referenced project described in the Corporate Experience section of the Technical Proposal. CMS will also search on-line databases such as Duns and Bradstreet and Past Performance Information Retrieval System (PPIRS).

- a. If the Offeror has no relevant performance history, the Offeror must affirmatively state that it possesses no relevant, directly related or similar past performance experience.
- b. Offerors are authorized to provide information on problems encountered on the performance examples and the corrective actions taken by the Offeror.
- c. In order to facilitate the Government's evaluation of the Offeror's past performance, the following protocol is hereby established for this RFP. The Government reserves the right to make only 2 attempts to contact any given citation/reference. Therefore, it is the responsibility of the Offeror to ensure that the appropriate point-of-contact for any and all references is/are aware that they may be contacted relative to this RFP, and that said individuals are/will be available. The Government may also use past performance information from sources other than those included in the Offerors proposal.

7. Product Accessibility Template (not included in the 150 page limit)

In accordance with the terms of the Provision entitled "Electronic and Information Technology Accessibility (January 2010)" HHSAR Provision No. 339.201-70(a), the Government is seeking to determine that EIT products and services proposed support applicable Section 508 accessibility standards <http://www.section508.gov/>.

The Offeror must provide the PAT as an attachment.

The response must address the following:

- a. Demonstrate conformance to the established EIT accessibility standards for the applicable product or service identified in the statement of work (SOW)
- b. Identify any non-conforming product or service
- c. Determine what enhancements to be made in order to comply the 508 accessibility standards
- d. Any additional detailed information necessary for determining applicable Section 508 accessibility standards conformance

- e. Document EIT products or services that are incidental to the project, which would constitute an exception to Section 508 requirements.
- f. Provide a binding statement of conformance
- g. Identify staff and integrated process in the SDLC for conformance to Section 508c.

L.14 BUSINESS PROPOSAL INSTRUCTIONS

The business proposal shall be comprised of the following elements:

1. **SF-33, Solicitation, Offer and Award** - The SF-33 must be signed by an official authorized to bind the offeror.
2. **Solicitation Section G** - Sections G shall be completed where applicable.
3. **Solicitation Section H** - Sections H shall be completed where applicable.
4. **Solicitation Section K** - The Representations and Certifications contained in Section K must be executed by an official authorized to bind the offeror.
5. **Cost Proposal** -

Business Proposals- The cost estimate shall describe an estimated annual total dollar amount for direct labor, estimated annual total dollar amount for award fee, the types of labor categories estimated to be required, the annual total number of direct labor hours required, the annual total indirect costs, annual subcontractor direct labor amounts, annual subcontractor indirect costs, annual other direct costs, annual fixed fee dollar amounts for all years for each of the contract. The offeror shall provide a combined total estimate for all applicable cost elements for the total life of the Contract.

Offerors should assume a base plus four option periods and a transition out period of six months.

6. **Indirect Cost Rate Agreement, Forward Pricing Rate Agreements and Rate History**

The Offeror shall provide a copy of any forward pricing rate agreements, and Government approved provisional indirect cost rate agreements used in pricing herein.

If the Offeror has no prior history of Government approved indirect cost rates, then support documentation consisting of the following shall be provided:

1. The last three years of actual indirect rates with a rate schedule showing both the pool (by cost centers) and base of allocation for each indirect rate.
2. Provide budgeted out-year indirect rates with sufficient detail to support the basis of estimate for each cost center in the overhead pool. The indirect bases should be in line with anticipated future work.

NOTE: Independent Research & Development (IR&D) – In accordance with the Health and Human Services Acquisition Regulations (HHSAR) 352.216-70, the cost of independent research and development, including its proportionate share of indirect costs are unallowable. Any Independent Research & Development (IR&D) is required to be excluded from indirect rate calculations.

Facilities Capital Cost of Money – Pursuant to HHSAR 315.404-4, when facilities capital cost of money (cost of capital committed to facilities) is included as an item of cost, a reduction in the profit objective shall be made in an amount equal to the amount of facilities capital cost of money proposed/claimed. This effectively makes the inclusion of cost of money in a proposal as an element of cost irrelevant.

7. Other Administrative data

a. Statement of Proposal Validity:

Your proposal must stipulate that it is predicated upon all the terms and conditions of this solicitation. In addition, provide a statement that the proposal remains valid unless otherwise withdrawn by the offeror.

b. Statement of Offeror’s Financial Capability:

Your proposal must indicate whether you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source (If not, indicate the amount required and the anticipated source). Include a copy of your audited financial statements for the past 2 fiscal years. If an audited financial statement is not available, provide the most recent revised, compiled or internally prepared financial statement. Offerors that are newly formed shall submit the financial statements of the “parent” company(ies).

c. Identification of Subcontractors and/or Teaming Arrangements:

The Offeror shall furnish information identifying subcontractors and teaming arrangements. Identify potential subcontractors and the percentage of the cost of contract performance anticipated to be performed by subcontractor personnel.

d. Approved Accounting and Estimating System:

Offerors shall have an accounting system that is in compliance with applicable Contract Cost Principles and Procedures from FAR Part 31, Contract Cost Principles and Procedures, as well as FAR Appendix A, CAS in order to be considered for award of a Cost type contract. Offerors shall state if their practices used in estimating costs are consistent with their cost accounting practices used in accumulating, segregating and reporting costs.

The Contractor shall state whether or not they have a government approved accounting system as identified in Section K. In the event that the Contractor does not have a government approved accounting system and/or have never had a government cost reimbursement contract, the following information is required:

- (1) A Provisional Indirect Rate Submission package shall be prepared in accordance with the schedule and detail prescribed in the Publication DCAAP 7641.90 dated January 2005, titled "Information for Contractors" published by the Defense Contract Audit Agency. This publication is only a guide and the specific contractor's situation must be used in preparing the Provisional Rate Package. Specific examples of the detail required are covered in Chapter 3 of the aforementioned document. Failure to comply with this requirement will result in the proposed provisional indirect rates being classified as "deferrable allowable cost" reimbursable pending validation of the indirect rates. The package should include all schedule detail and explanation for the basis and rationale of the indirect rates proposed.
- (2) Provide information that describes the basis and relationships of the proposed indirect expense rates including overhead, general and administrative, material and fringe benefits amounts, if applicable. (Source: DCAAP 7641.90, page 25)

e. **Government Property:**

NOTE: It is HHS policy that Contractors provide all equipment, materials, facilities, etc. necessary for performance of this contract; 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 you propose to furnish the item with your own funds.

- 1) You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, which is proposed to be used in the performance of the prospective contract.

2) The management and control of Government Property must be in accordance with HHS Publication OS-686 entitled, "Contractor's Guide to Control of Government Property (1990)," a copy of which will be provided upon request.

f. **Uncompensated Overtime Policy:**

In accordance with FAR 52.237-10, the Offeror is required to include a copy of its policy on "uncompensated overtime" with its proposal. Uncompensated overtime is defined as "hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act."

g. **Total Compensation Plan:**

Offerors must submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with FAR 52.222-46 Evaluation of Compensation for Professional Employees.

M.1 GENERAL

Award will be made to the Offeror whose proposal offers the best overall value to the Government. This will be determined by a trade-off technique that allows the Government to consider award to other than the lowest cost Offeror or other than the highest technically rated Offeror in accordance with FAR Part 15.101-1. It permits tradeoffs among cost and non-cost evaluation factors.

Offerors are advised that primary consideration will be given to the technical quality of the proposals in the evaluation process. In accordance with FAR 15.101-1(b)(2), all evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The seven (7) technical evaluation factors are equally important to each other.

CMS' use of the Trade-off process reflects the Government's willingness to accept other than the lowest cost and fee if the perceived benefits of the offer with the higher cost and fee merit the additional cost and fee. The cost and fee could be a determining factor if two or more proposals are determined to be otherwise substantially equal.

M.2 TECHNICAL EVALUATION

Each non-cost factor is of equal importance to each other:

a. Technical Approach

- b. Project Organization and Management Plan
- c. Staff Qualifications
- d. Experience
- e. Small Disadvantaged Business Utilization
- f. Past Performance
- g. Section 508

a. Evaluation of Technical Approach

This evaluation factor will consider the extent to which the offeror understands the background, history and purpose, proposed approach and goals of this project and the overall contract requirements and will consider technical soundness and specificity of proposed plans for completion of the tasks described in the Statement of Work (SOW). The technical approach will be evaluated based upon the overall approach to the project and ability of the proposed approach to meet project objectives. The evaluation will consider the quality of the offeror's:

- Understanding of the contract requirements and the soundness of the offeror's plan(s) for completing these requirements in a timely and high quality manner.
- Identification of outstanding issues and logistical concerns, along with the offeror's proposed approach to addressing these issues and concerns to meet contract requirements and project goals.
- Start-up / transition-in plan
- Flexibility to adjust on changing technical and business directions and stay within scope and budget.
- Adoption of current industry standards and/or working knowledge of CMS technology stack; JAVA, Oracle, RedHat JBoss, Marklogic, Alfresco, etc.

b. Evaluation of Project Organization and Management Plan

Proposals will be evaluated on the extent to which offeror's provide a reasonable, logical, and technically sound approach to managing all aspects of the project within the required timeframes. Evaluation of the offeror's **Project Organization and Management Plan will include:**

- management plan that has well-defined lines of authority, responsibility, and communication;
- monitoring/control process for the delivery schedule of reports and other products required under the contract, including appropriate sequencing of tasks;
- the labor mix of the proposed staff, location of staff, and how well the level and balance of effort fits with the priorities of the SOW. This will include the number of hours required to accomplish the various aspects of work effort, descriptions of the

labor categories to be utilized, and a complete staffing chart by task and subtask indicating who will be performing what, number of hours, etc.

- a delivery schedule that matches the requirements of the SOW;
- sound estimates of the amount of time and effort that will be expended in the completion of tasks inclusive of travel plans; and
- Subcontracting arrangements and of management techniques to identify and remedy subcontractor performance problems.
- Risk management approach including process for evaluating risk and uploading to CMS Risk Register.
- Change management approach including processes for defect management and change requests to align with CMS Change Control Board.
- Project Schedule including creating and maintaining detailed project schedule with milestones and tasks for infrastructure, technical architecture, software development, testing, security, and deployment.

c. Evaluation of Staff Qualifications

The offeror's proposed staffing plan will be evaluated on the basis of the qualifications, appropriateness and availability of proposed key staff (including consultants and subcontractors). Relevant factors include:

- the extent to which the proposed staffing plan ensures that appropriately qualified staff are available to meet the requirements of this contract on an ongoing basis;
- experience of the Project Director on similar projects;
- experience of the professional staff in key project positions;
- supervisory and management experience of all project staff who will be responsible for supervising, or otherwise directing the activities of other staff

d. Evaluation of Corporate Experience

The offeror will be evaluated based on an assessment of the depth, breadth, and relevance of its corporate experience, with particular emphasis on recent experience (i.e. within the past 5 years), in the development and operations & maintenance of a large scale IT system. The evaluation will consider experience in the following areas:

- Engaging and coordinating with CMS business and technical stakeholders
- Identifying and communicating risks and issues of system activities for development, testing, production deployment, operations, and business processes
- Producing technical documentation, architecture baselines, and business requirements
- Produce metrics, reports, and other materials as needed to reflect project status
- Demonstrated achievement of program goals and objectives in support of Federal Government programs

e. SMALL DISADVANTAGED BUSINESS UTILIZATION (Not applicable for Small Business)

CMS will perform a subjective assessment based on consideration of all relevant facts and circumstances. In accordance with the terms of the clause entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" FAR Clause No. 52.219-9, the Government is seeking to determine whether the Offeror has demonstrated a commitment to use Small Disadvantaged Businesses (SDBs) concerns for the work that it intends to perform as the prime contractor. This requirement is only applicable for Large Businesses.

The Government will rely on the following areas of emphasis in evaluating the proposed SDB participation in the Offeror's Small Business Subcontracting Plan:

- a. The extent to which SDB concerns are specifically identified;
- b. The extent of an Offeror's commitment to use SDB concerns. Are subcontract arrangements already in place, letters of commitment, etc? Is proof of SDB certification provided?
- c. The complexity and variety of the work SDB concerns are to perform. Greater weight will be given for arrangements where the SDB(s) are performing work of a greater variety and complexity.
- d. The realism of the proposal; and,
- e. The extent of participation of SDB concerns in terms of the value of the total acquisition.

f. Evaluation of Past Performance

CMS's evaluation of past performance will be a subjective assessment based on the references of those projects identified by the offeror in its proposal under Corporate Experience and information obtained independently by CMS from a variety of public and private sources. The evaluation will consider:

- Quality of service - Compliance with contract requirements; customer satisfaction; timeliness of problem notifications; effectiveness of recommended solutions; and effective and responsive reactions to inquiries and to technical, service and administrative issues; etc.
- Cost control - Within budget; billings are current and accurate; cost efficiencies implemented; etc.
- Timeliness of performance - Adhered to the contract schedule; no liquidated damages or history of significant performance penalties; etc.
- Business relations - Effective and efficient management; businesslike correspondence; responsive to contract requirements; prompt notification of problems; reasonable/cooperative behavior; flexible; proactive; effective and efficient contractor recommended solutions; effective and efficient small/small-disadvantaged business subcontracting program; etc.

- Personnel management - Effective and efficient management of work force; work force properly trained and given proper direction to ensure that required tasks are successfully performed; responsive to contract requirements, etc.
- Subcontractors - Effective and efficient management of subcontractors; utilization of quality subcontractors; etc. In accordance with FAR 15.305, the Government will evaluate the past performance of Offerors in complying with subcontracting plan goals for small disadvantaged business (SDB) concerns (see [Subpart 19.7](#)), monetary targets for SDB participation (see [19.1202](#)), and notifications submitted under [19.1202-4\(b\)](#).

Whereupon an offeror has no record of relevant (similar in size, scope, and complexity to the SOW) past performance or for who past performance is not available, the offeror will be evaluated as neutral (neither favorable nor unfavorable) on past performance.

g. Evaluation of Section 508

508 Product Accessibility Template (PAT) found at <http://www.hhs.gov/od/>

Offerors will be evaluated on the following factors:

- a. The submission of the Product Accessibility Template (PAT)
- b. Ability to demonstrate compliance with the established EIT accessibility standards

M.3 BUSINESS PROPOSAL EVALUATION

CMS will evaluate cost in this procurement by evaluating the costs of the business proposal. Cost is not the most important evaluation factor. However, the importance of cost as an evaluation factor will increase with the degree of equality of the proposals. Further, after evaluation of the other factors cost may be the deciding factor for selection, depending upon whether a highly evaluated technical proposal warrants the evaluated cost differential. Award will be made using cost-technical tradeoffs and will be made to the Offeror whose proposal represents the best value. CMS will conduct a cost realism analysis in accordance with FAR 15.404-1(d) on business proposals submitted.

M.4 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

The Government will evaluate the Offerors plan to assure that it reflects a sound management approach and understanding of the contract requirements in its Employee Compensation Plan. This evaluation will include an assessment of the Offerors ability to provide uninterrupted high-quality work. Plans indicating unrealistically low professional employee compensation may be assessed adversely as one of the factors considered in making an award.