

Contract Number: HHSS280200800001C
Ref Number: 280-08-0211

Contract Number:
HHSS280200800001C

Requisition/Purchase Request/Project Number:
280-08-0211

Contract Issued and Administered By:
The Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Division of Contract Management, OPS
1 Choke Cherry Road
Room 7-1051
Rockville, MD 20850

Contractor:
Kaufmann and Associates, Inc.
165 S. Howard, Suite 200
Spokane, Washington 99201-4444

Total Amount of Contract (Base Year):
\$2,968,569.00

Period of Performance:
09/02/2008 – 09/01/2013

Base Year:
09/02/2008 – 09/01/2009

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

This contract will provide proactive mental health assistance to children, youth, and their families living on Tribal reservations and in Alaska Native villages to decrease the risk factors that contribute to suicide and school violence and to increase the protective factors that are linked to the healthy and safe development of children and their families. Over the five years of the contract, the Contractor will work to assist communities in mobilizing, planning and implementing community driven and culturally tailored evidence/practice-based interventions in up to 40 Tribal areas and engage up to 4000 children, youth, and their families. The 25 communities who participated in Native Aspirations 1 and Native Aspirations 2 will be provided any technical assistance needed to implement the plans and activities developed as part of the project, adjust their efforts to enhance sustainability, and will then be invited to continue as elders and mentors for incoming Native Aspirations 3 communities. New Tribal sites will be phased in over the course of the contract, with up to 8 phased in during Year 1 and 32 more phased in over the course of the five years of the contract. It is expected that 18-36 months will be required to fully implement the community specific activities and/or training programs in each of the selected reservations or Alaska Native Villages.

B.2. ESTIMATED COST, BASE FEE, AWARD FEE AND OPTIONS

b.2.1 Estimated Cost: the estimated cost (exclusive of any fees) including direct and indirect costs, of the Base Year of this contract is (undisclosed). The estimated cost (exclusive of any fee) of Option Year 1 of this contract is (undisclosed). The estimated cost (exclusive of any fee) of Option Year 2 of this contract is (undisclosed). The estimated (exclusive of any fee) of Option Year 3 of this contract is (undisclosed). The estimated (exclusive of any fee) of Option Year 4 of this contract is (undisclosed).

b.2.2 Estimated Cost: the estimated fee for the Base Year of this contract (undisclosed). The base fee for Option Year 1 is (undisclosed). The base fee for Option Year 2 is (undisclosed). The base fee for Option Year 3 is (undisclosed).). The base fee for Option Year 4 is (undisclosed). The base fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT (52.216-7), and FIXED FEE (52.216-8) incorporated herein. Payment of the base fee shall not be made in less than monthly increments.

b.2.3 Award Fee: The maximum Award Fee obtainable for the base year of this contract (undisclosed). The maximum Award Fee obtainable for Option Year 1 of this contract is (undisclosed). The maximum Award Fee obtainable for Option Year 2 of this contract is (undisclosed). The maximum Award Fee obtainable for Option Year 3 of this contract is (undisclosed). The maximum Award Fee obtainable for Option Year 4 of this contract is (undisclosed). Award Fee earned shall be based upon an evaluation and determination by the Government as to the Contractor's level of performance in accordance with the procedures set forth in Section H.1 of this contract.

b.2.4 Government's Maximum Obligation: The Estimated Cost-Plus-Base Fee-Plus Maximum Award Fee Obtainable for the Base Year of this contract is \$2,968,569. This represents the Government's MAXIMUM OBLIGATION under this contract.

b.2.5 Total Contract Value/Government's Maximum Obligation, if all Options are Exercised: If the Government exercises its options pursuant to Section H.1.b of this contract, the Government's MAXIMUM obligation represented by the sum of the Estimated Cost-Plus-Base Fee-Plus Maximum Award Fee Obtainable, will be increased as follows:

Period of Performance	Estimated Cost	Base Fee	Award Fee Possible	Total Estimate Cost Plus Fees
Base Year (9/2/08-9/11/09)	(Non-Disclosed Information)			\$2,968,569
OPT 1 (9/2/09-9/1/10)	(Non-Disclosed Information)			\$2,968,541
OPT 2 (9/2/10-9/1/11)	(Non-Disclosed Information)			\$2,968,480
OPT 3 (9/2/11-9/1/12)	(Non-Disclosed Information)			\$2,968,595
OPT 4 (9/2/12 -9/1/13)	(Non-Disclosed Information)			\$2,968,593
Total 5 Years (if options exercised)	(Non-Disclosed Information)	(Non-Disclosed Information)	(Non-Disclosed Information)	(Non-Disclosed Information)

b.2.6 Total Funds Currently Available

Total funds currently allotted to and available for payment and obligated to this contract are \$2,968,569 of which (Non-Disclosed Information) represents the Estimated Cost; (Non-Disclosed Information) represents the Base Fee; (Non-Disclosed Information) represents the Maximum Award Fee Obtainable. See the LIMITATION OF COSTS clause incorporated herein.

Period of Performance	Estimated Cost	Base Fee	Award Fee	Total
This Action (9/2/08-9/1/09)	(Non-Disclosed Information)			\$2,968,569
Total	(Non-Disclosed Information)			\$2,968,569

b.2.7 It is estimated that the amount currently allocated to the contract will cover performance of the contract through September 01,2009.

b.2.8 The Contracting Officer may allot additional funds to the contract without the concurrence of the contractor. For further provisions on funding, see the LIMITATIONS OF COST AND THE ALLOWABLE COST AND PAYMENT (AND FIXED FEE) clauses incorporated into the contract.

b.2.9 Summary of Funding

Period	Negotiated Amount	Amount Funded this Action	Total Amount Funded	Remainder to be Funded
Base Year (9/2/08-9/1/09)	(Non-Disclosed Information)			
Option Year 1 (9/2/09-9/1/10)	(Non-Disclosed Information)			
Option Year 2 (9/2/10-9/1/11)	(Non-Disclosed Information)			
Option Year 3 (9/2/11-9/1/12)	(Non-Disclosed Information)			
Option Year 4 (9/2/12-9/1/13)	(Non-Disclosed Information)			
Total	(Non-Disclosed Information)	\$2,968,569	\$2,968,569	(Non-Disclosed Information)

B.3. PROVISIONS APPLICABLE TO DIRECT COST

- a. Notwithstanding the clauses ALLOWABLE COST AND PAYMENT, incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:
- (1) Acquisition, by purchase or lease, of any interest in real property;
 - (2) Special rearrangement or alteration of facilities;
 - (3) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property) regardless of acquisition value;
 - (4) Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value;
 - (5) Travel to attend general professional meetings
 - (6) Foreign Travel- See paragraph b. (2);
 - (7) Any costs incurred prior to the contract's effective date;
 - (8) Rental of meeting space not otherwise expressly authorized by the contract;
 - (9) Any formal subcontract arrangements above the simplified acquisition threshold (\$100,000), any cost-reimbursement subcontract regardless of cost, or not otherwise expressly provided for in the contract;
 - (10) Consultant fees in excess of \$450/day;
 - (11) Cost of delivery of any vouchers under the contract using other than the USPS Standard mail service;
 - (12) Airfare in excess of \$1,000; and,
- (13) Cost of food and/or light refreshments for meetings, not including per diem cost.

b.3.2 Travel Costs

(1) Domestic Travel

- (a) Contractor costs for travel, including lodging, subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for under the contractor's travel policies, and further travel expenses incurred by the Contractor exclusively in direct performance under this contract shall not exceed:
1. Cost of air travel by most direct route, using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impracticable (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expenses offsetting the savings on fare, or would not make necessary connections); or
 2. Cost of rail travel by most direct route, coach class or nearest equivalent; or
 3. Cost of travel by privately owned automobile. However, reimbursement for transportation by this means shall not exceed the cost of 1. or 2. above, whichever is less.

- (b) The cost of travel by privately-owned automobile shall be reimbursed at the Government mileage rate allowed Federal employees and in effect at the time incurred in lieu of actual costs. However, reimbursement for transportation by this means shall not exceed the otherwise allowable comparative costs of travel by common ***Blank***.
- (c) No funds provided under this contract shall be used for reimbursement of travel expenses incurred by Government employees.
- (d) All travel arrangements shall be made by the Contractor utilizing Government rates when that rate is the lowest available. Should the Government's rate not be the best price, in such cases as discount and/or super saver airfare, then the lowest price will dictate. Any refunds, rebates, or other benefits provided by airlines, hotels, etc., as a result of travel arrangements made under this contract shall be applied to the contract and shall not ***Blank*** to the Contractor or the Contractor's affiliates. The Contractor shall cite in any claim for reimbursement of travel costs the source of the rate used.

(2) Foreign Travel

Requests for foreign travel must be submitted at least six weeks in advance, and shall contain the following: (a) meeting(s) and place(s) to be visited, with costs and dates; (b) names and titles of contractor personnel to travel and their functions in the contract project; (c) contract purposes to be served by the travel; (d) how travel of contractor personnel will benefit and contribute to accomplishing the contract project, or will otherwise justify the expenditure of SAMHSA contract funds; (e).how such advantages justify the costs for travel and absence from the project of more than one person if such are suggested; and (f) what additional functions may be performed by the travelers to accomplish other purposes of the contract and thus further benefit the project.

B.4. ADVANCE UNDERSTANDINGS

- a. Other provisions of this contract notwithstanding, approval of the following items within the limit set forth is hereby granted without further authorization from the Contracting Officer.

b.4.1 Subcontracts

The contractor is authorized to negotiate a fixed price of type subcontract with the below named firms to provide contract support in the not-to-exceed amount for the total contract period, including Option 1, as described in the chart below. Prior to execution, all subcontracts must be submitted to the Contracting Officer for written approval. A copy of each signed subcontract agreement shall be provided to the Contracting Officer.

SECTION C- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, SECTION J, ATTACHMENT 1, attached hereto and made a part of this Contract.

SECTION D- PACKAGING, MARKING AND SHIPPING

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

SECTION E- INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the Government Project Officer is the authorized technical representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:
1 Choke Cherry Road
Rm. 6-1132
Rockville, Maryland 20857

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative with 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause No. 52.246-5, INSPECTION OF SERVICES-COST REIMBURSEMENT (APRIL 1984).

SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF PERFORMANCE

Performance of this contract shall begin on **September 2, 2008** and shall not extend beyond the estimated completion date of **September 1, 2009**, unless the period is extended by modification of the contract. See Section H.1 regarding potential Option periods: Option 1 extends the contract through **September 1, 2010**, Option 2 extends the contract through **September 1, 2011**, Option 3 extends the contract through **September 1, 2012**, and Option 4 extends the contract through **September 1, 2013**.

F.2. DELIVERIES

- a. Satisfactory performance of this contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule contained in Attachment 3:
 - (1) The items as described in SCHEDULE OF DELIVERABLES; Attachment 3, shall be delivered in accordance with and by the date(s) specified.

Note: Unless noted otherwise, 1 copy of each deliverable is required. Due Dates are calendar dates (not business days.)

This delivery schedule will be repeated for each of the twelve (12) month options, if the options are exercised. If the Contractor is unable to meet the delivery schedule stated because of unforeseen difficulties, notwithstanding the exercise of good faith and diligent efforts in performance of the work, the Contractor shall immediately notify the Contracting Officer in writing of the anticipated delay, the reason for the delay, and the expected date of delivery.

Concurrent with submission of the required number of copies of each report to the Project Officer, the contractor shall submit one copy of the monthly, annual report and final reports to the Contracting Officer at the following address:

Mary Farrell
Contract Specialist
Division of Contracts Management
Office of Program Services, SAMIISA
1 Choke Cherry Road, Rm. 7-1051
Rockville, MD 20857

F.3 STOP WORK ORDER

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE: 52.242-15, STOP WORK ORDER (AUGUST 1989) with ALTERNATE I (APRIL 1984)

SECTION G- CONTRACT ADMINISTRATION DATA

G.1. PROJECT OFFICER

The following project officer(s) will represent the Government for the purpose of this-contract:

Project Officer

Cynthia Hansen, PhD
Center for Mental Health Services
1 Choke Cherry Road,
Rm. 6-1132
Rockville, MD 20857
Phone: 240-276-1869
Fax: 240-276-1870
Email: Cynthia.hansen@samhsa.hhs.gov

Alternate Project Officer

Anne Mathews-Younes, Ed.D.
Center for Mental Health Services
1 Choke Cherry Road,
Rm.6-1093
Rockville, MD 20857
Phone: 240-276-1837
Fax: 240-276-1870
Email: anne.mathewsyounes@samhsa.hhs.gov

The project officer is responsible for: (1) monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (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; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as an 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 of 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 project officer designation.

G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract, the following individuals are considered to be essential to the work being performed hereunder:

Name

Jo Ann Kauffman, MPH	Project Director
Yvette Joseph, MSW	Project Deputy Director

The clause cited above contains a requirement for review and approval by the Contracting Officer of written requests for a change of Key Personnel reasonably in advance of diverting any of these individuals from this contract. Receipt of written requests at least 30 days prior to a proposed change is considered reasonable.

G.3. INVOICE SUBMISSION

Invoice/Financing Request Instructions for SAMHSA Cost-Reimbursement Type Contracts are attached and made part of this contract. The Billing Instructions and the following directions for the submission of invoices/financing requests must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

- a. The Contractor agrees to provide a Contact Name, Phone Number, and *DUNS Number* on every invoice
- b. The contractor shall submit an original and one (1) copy of its invoice(s) to:

Contract Specialist
Substance Abuse and Mental Health Services Administration
Division of Contracts Management, OPS
1 Choke Cherry Road, Room 7-1051
Rockville, Maryland 20857

This shall include the completed Voucher Review Sheet in Attachment

- c. The contractor shall submit one (1) copy of its invoice(s) to:

Project Officer
Substance Abuse and Mental Health Services Administration
1 Choke Cherry Road, Room 6-1132
Rockville, MD 20857

This shall include the completed Voucher Review Sheet in Attachment

- d. The contractor shall submit one (1) copy of its invoice(s) to:

Chief, Commercial Payment Section
General Accounting Branch
5600 Fishers Lane, Room 16A-12
Rockville, MD 20857

- e. Inquiries regarding payment of invoices should be directed to the designated payment office:

Department of Health and Human Services
Program Support Center (PSC)
Accounting and Finance Branch
Parklawn Building Room 16-36
5600 Fishers Lane
Rockville, Maryland 20857
(301) 443-6766
(301) 480-5089 fax

G.4. INDIRECT COST RATES

- a. In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), Allowable Cost and Payment incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Division of Financial Advisory Services
Office of Acquisition Management and Policy
National Institutes of Health
Bethesda, Maryland 20892-7574
301-496-2444
FAX 301-402-7180

- b. These rates, including modifications thereto, are hereby incorporated without further action of the Contracting Officer.

If the contractor's provisional negotiated rate agreement lapses the contractor is limited to the following billing rates until such agreement is finalized:

<u>Indirect Cost</u>		<u>Provisional Rate</u>
Fringe Benefits	Direct Labor	33%
Overhead	Direct Labor and	32%
G&A	Fringe	24%
	Total Direct Costs	

- c. Notwithstanding the foregoing, the Contractor shall, in the case of an upward adjustment of the provisional rates, comply with the requirements of FAR 52.232-22 "Limitation of Funds" of the contract, and provide timely notification to the Contracting Officer, where such increase in costs causes operation of that clause.

G.5. GOVERNMENT PROPERTY

- a. If this Contractor is authorized to acquire Government Property during the performance of this contract, the DHHS Publication (OS) 686, entitled, Contractor's Guide for Control of Government Property, (1990). Will be incorporated by reference. The contractor is referred to <http://www.ogam2000.com/log/contractorsguide.htm> for the latest Contractor's Guide.

The Contract's Property Management Officer is:
Mike Daniels, Leader Logistics Team
Division of Administrative Services, OPS, SAMHSA
1 Choke Cherry Road, Room L-1019
Rockville, Maryland 20857

- b. Upon completion of this contract, and throughout the contract as requested, the Contractor agrees to furnish to the Contracting Officer, without delay, the inventory schedule covering all Government Data furnished or acquired for use in the performance of the predecessor contract. Title to all data acquired or furnished under the predecessor contract and **non-accountable** under this contract shall vest and remain vested in the Government.

G.6. ELECTRONIC FUNDS TRANSFER PAYMENT METHOD

The information required by FAR Clause 52.232-34, Payment by Electronic Funds Transfer- Other than Central Contractor Registration (May 1999), shall be submitted to the following address:

Program Support Center (PSC)
Division of Financial
Operations Accounting and
Finance Branch Parklawn
Bldg., Room 16-23
5600 Fishers Lane
Rockville, Maryland
20857 (301) 443-6766

G.7. PUBLICATION CLEARANCE REQUIREMENTS

1. Concept Clearance Requirement:

The contractor shall not expend funds on the development of any specific communications product until the SAMHSA Office of Communications has issued a concept clearance or other commensurate approval for the product. For this purpose, a communications product is defined as an item of printed or audiovisual information carrying the Department's name as the publisher or in which the Department has a proprietary interest, whether written or published in the Department or outside, regardless of how it is financed. A publication or audiovisual product requires clearance through SAMHSA and DHHS communications channels if 50 or more copies of it are to be distributed outside of DHHS or if it will be posted on a Website available outside of DHHS. This applies to communications products distributed to Congress, other Federal, State, and local branches of government, contractors, grantees and intermediaries. It includes products printed or duplicated by contractors or by desktop means. Communications products include, but are not limited to, books, booklets, brochures/pamphlets, reports, newsletters, electronic/web, videos and audiotapes.

2. Writer/Editor Requirement:

Products being developed under this contract for potential dissemination by SAMHSA must be developed and/or reviewed by a senior writer/editor who has been identified among the key personnel for this project. That individual must be able to provide the necessary expertise for appropriate and accurate content and editorial review needed to achieve a high standard of excellence in content, syntax, grammar, and style, including attention to the match between target audience and content level.

3. Manuscript/Galley Requirement:

Products developed under this contract for potential dissemination by SAMHSA should (i) reflect consistent use of a consistent style manual (preferably GPO, although other manuals may be selected and used with reason), (ii) adhere to common standards of grammar and usage, and (iii) include correct form and content in use of logos, content and look of cover, title page, and acknowledgment/disclaimers, as determined by SAMHSA's Office of Communications.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. OPTIONS

a. Unless the Government exercises its options pursuant to options clause for Options 1, 2, 3 and 4 described in section B, the contract consists only of one 12-month base year of the Statement of Work, as defined in Sections C and F of this contract Pursuant to clause FAR 52.217-9 set forth in paragraph b., below, the Government may, by unilateral contract modification, require the Contractor to perform Years 2, 3, 4, and 5 of the Statement of Work, as also defined in Sections C and F of this contract. If the Government exercises these options, notice must be given at least 30 days prior to the expiration date of this contract and the estimated cost of the contract will be increased as set forth in Section B.

a. FAR 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor for up to four (4) additional years, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

H.2. PERFORMANCE-BASED CONTRACT PLAN

a. Introduction

This is a performance-based contract oriented toward outcomes and products. As such, it gives the contractor the liberty to propose creative solutions and conceive new or alternative methods to achieve the Government's objectives. Management of the award fee and performance objectives is discussed in detail below. As an additional incentive, option years for the continuation of this contract will only be awarded with continued acceptable performance (Satisfactory or better).

b. Award Fee Plan

The contractor will receive a small base fee and will be eligible for an award fee, which will be tied to the achievement of the performance objectives and targets specified. The award fee determinations are not subject to the Disputes Clause (FAR 52.233-1). The Agency's decision to pay or not to pay Award Fee in no way alters the contractor's responsibilities to perform any functions or produce any deliverables required by the contract. The Agency's decision to pay or not to pay award fee in no way alters the Department's obligation to pay the contractor for satisfactory deliverables in accordance with the contract. The distribution of the award fee, in whole or in part, will occur annually at the end of

Contract No: HHSS28020080001C

Ref No: 280-08-0211

each contract year, based on the Government’s evaluation of whether the Contractor has met or exceeded the performance standards, in accordance with the Quality Assurance Surveillance Plan, at Attachment 2. Award Fee is available for services and products identified below:

ANNUAL AMOUNTS AVAILABLE FOR AWARD FEE (to be evaluated and paid annually):

Service/Product/Task See amounts available annually at Section B.2.5	Award for Evaluation – Unacceptable Reduces base fee by 5% annually, per unacceptable rating	Award for Evaluation- Marginal 0%	Award for Evaluation- Satisfactory 0%	Award for Evaluation- Excellent 0%	Award for Evaluation- Superior 0%
Task 1- Plan of Performance	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/11 of the available award fee.				
Task 2 Needs Assessment	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/11 of the available award fee.				
Task 3 Community Engagement	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/11 of the available award fee.				
Task 4 Technical Assistance and Training	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/11 of the available award fee.				
Task 5 Monitor and Evaluate Imp. Of Community Prevention Plans	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/10 of the available award fee.				
Task 6 Sustainability and Mentorship Activities	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/10 of the available award fee.				
Task 7 Dissemination of Findings and Work Products	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/10 of the available award fee.				
Task 8 Reportings	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/10 of the available award fee.				
Task 9 Meetings and Communications	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/10 of the available award fee.				
Task 10 Contract and Data Management System	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/10 of the available award fee.				
Task 11 Transition Plan and Contract Closeout	Each Task gets 1/11 of the available award fee for the current year. The evaluation rating will be that % of the 1/10 of the available award fee.				
Total Award Fee Available	See Chart in Section B.2.5 for Total Award Fee Available				

* Percentage of Award Fee that can be actually awarded at this score.

The Contracting Officer and the GPO shall, together, determine whether a product/service is delivered on time and within budget. If it is deemed to be on time and within budget, it will be evaluated for quality by an Award Fee Evaluation Group (Group). Each Group will consist of the GPO, the Contracting Officer or his/her designee, and approximately one other government official or non-government personnel (depending on specific expertise) specified by the PO and approved by the Contracting Officer. The composition of the Group may change from task to task. Each member of the Group will evaluate the quality of each task using a numerical rating scale from 0 to 100. The scale will be defined as follows:

Definition of Rating	Adjective Rating	Numerical Rating	Fee %
Superior- Contractor's performance exceeds standards by substantial margin; the monitor can cite few areas for improvement, all of which are minor.	Superior	90-100	100%
Excellent - Contractor's performance exceeds standard, and although there may be several areas for improvement, these are more than offset by better performance in other areas	Excellent	80-89	80%
Satisfactory - Contractor's performance is standard and areas for improvement are approximately offset by better performance in other areas.	Satisfactory	70-79	60%
Marginal - Contractor's performance is less than standard, and, although there are areas of good or better performance, these are more than offset by lower rated performance in other areas.	Marginal	60-69	0%
Unacceptable- Contractor's performance is less than standard by a substantial margin, and the monitor can cite many areas for improvement which are not offset by better performance in other areas. Less satisfactory performance would be unacceptable.	Unacceptable	Below 60	Base Fee reduced by 5% per 12-month period, per unacceptable task.

Each member of the Group will give the task a numerical rating and those ratings will be averaged to derive a final rating for each task. An average score of 90-100 (Superior) will result in 100% award fee for a given task. An average score of 80-89 (Excellent) will result in 80% award fee. An average score of 70-79 (Satisfactory) will result in 60% award fee. An average score of 60-69 (Marginal) will result in 0% award fee. An average score of less than 60 (Unacceptable) may result in a 5% reduction in base fee for that 12-month rating period, per unacceptable task.

H.3. PRIVACY ACT

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974,

Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties. The Contractor shall ensure that each Contractor employee knows the prescribed Rules of Conduct and each Contractor employee knows that he/she can be subject to criminal penalties for violation of the Privacy Act.

The Privacy Act System of Records applicable to this project are Systems Notice 09-30-0049. This document is incorporated into this contract as an Attachment 11 in Section J.

The Privacy Act is applicable to the records kept by the Contractor on paying honorarium and/or per diem to Consultants. The Contractor shall destroy these records in accordance with the provisions of the Privacy Act after contract closeout has occurred and the accounting record retention requirements of the Internal Revenue Service and the General Accounting Office have been met.

H.4. SALARY RATE LIMITATION LEGISLATION PROVISIONS

Pursuant to P.L. 110-161, no Fiscal Year 2008 (October 1, 2007-September 30, 2008) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 110-005 states in pertinent part:

None of the funds appropriated in this Act for the National Institutes of Health, the Agency for Healthcare Research and Quality and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level I.

Contractors shall absorb that portion of an employee's salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$191,300 a year.

H.5. ADP SYSTEMS SECURITY REQUIREMENTS

All Governmental, property and potentially sensitive data will be securely collected, processed, maintained, and in general safeguarded in compliance with the requirements of the Computer Security Act of 1987, Office of Management and Budget Circular A-130, Appendix III ("Security of Federal Automated Information Systems"), and Part 6 of the DHHS IRM Manual (specifically, the most recent release of the AIS Security Program Handbook). The contractor shall include this clause in any subcontract award pursuant to this prime contract. The information technology security plan should conform to the documentation standards of the National Institute of Standards and Technology (see NIST special publications SP800-12, 800-14, SP800-19 at <http://csrc.nist.gov/publications/nistpubs/index.html>)

NOTE: An on-line version of the DHHS AIS Security Program Handbook is available at <http://ahcpr.gov/downloads/pub/contract/rfp010006.doc>

On-line versions of the Computer Security Act of 1987 and the Office of Management Circular A-130, Appendix III ("Security of Federal Automated Information Systems") is available at http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii

Adequate security is essential. This means security commensurate with the risk and magnitude of the harm that could result from the loss, misuse, or unauthorized access to or modification of information. This includes assuring that systems and applications operate effectively and provide appropriate confidentiality, integrity, and availability, through the use of cost-effective management, personnel, operational, and technical controls.

Security procedures and practices must address but are not limited to:

Administrative procedures to guard data integrity, confidentiality, and availability-these are documented, formal practices to manage the selection and execution of security measures to protect data and the conduct of personnel in relation to the protection of data, and

Physical safeguards to guard data integrity, confidentiality, and availability-these relate to the protection of physical computer systems and related buildings and equipment from fire and other natural and environmental hazards, as well as from intension. Physical safeguards also cover the use of locks, keys, and administrative measures used to control access to computer systems and facilities.

Technical security services to guard data integrity, confidentiality, and availability-these include the processes that are put in place to protect and to control and monitor information access, and

Technical security mechanisms-these include the processes that are put in place to prevent unauthorized access to data that are transmitted over a communications network.

For data protected under the Privacy Act transmitted over the Internet, the minimum technical safeguard is secure socket layer (SSL) 128-bit certificates. Similarly, data protected under the Privacy Act residing in a workstation must be encrypted to avoid unauthorized access to the data in the event of theft or loss of the workstation. However, as security threats become more sophisticated, the security system to guard against those threats must evolve as well.

H.6. EPA ENERGY STAR REQUIREMENTS

In compliance with Executive Order 12845 (requiring Agencies to purchase energy efficient computer equipment) any microcomputers, including personal computers, monitors, and printers that are purchased using Government funds in performance of a contract shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star Computers Program unless the equipment always meets EPA Energy Star efficiency levels. Contractors shall include Energy Star as a specification when soliciting bids for computer equipment which requires Energy Star compliance.

This low-power feature must already be activated when the computer equipment is delivered and be of equivalent functionality of similar power managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode. .

H.7. PURCHASE OF INFORMATION RESOURCE TECHNOLOGY

At least 30 days prior to purchase of information Resource Technology (IRM) hardware and software, the Contractor shall submit a list of all proposed IRM equipment to the SAMHSA Contracting Office for approval by the Contracting Officer. The list shall contain: (1) name of item, (2) manufacturer, (3) part number, (4) version, (5) quantity, (6) options and (7) evidence of competition (i.e. list of vendors and equipment prices). The Contractor shall not purchase any IRM equipment until the Contracting Officer notifies the Contractor in writing that approval has been granted.

H.8. SOFTWARE IMPLEMENTATION

Software packages proposed for use by the Contractor that are not otherwise specified in the Statement of Work, shall be approved by the Contracting Officer prior to implementation. The Contractor may be required to demonstrate software packages before approval is granted. This does not apply for software that is for internal use of the Contractor.

H.9. VIRUS PROTECTION

The Contractor shall utilize a comprehensive virus protection software package to screen all data, information, and software provided to the Government on 3 W' and CD-ROM media. The screen shall include the identification and removal of all viruses, worms, and other forms of data information, and software infestation. The Contractor shall also utilize the virus protection software to screen all data information, and software obtained from the Government and other sources for processing on the Contractor's network(s) and personal computer(s).

The Contractor shall immediately notify the Government Project Officer of any virus, worm, or other form of data information, and software infestation found on Government provided electronic media. The Contractor shall recommend to the Government the specific virus protection software the Contractor intends to use.

H.10. COMPLIANCE WITH SAMHSNDMS-IT GUIDELINES

The Contractor shall use software that meets SAMHSA guidelines: specifically update the system(s) must be PC compatible; operate in a Windows environment; and use Microsoft Office Suite (Word, Excel, and Access), PowerBuilder, or other software consistent with SAMHSA Division of Management Systems-Information Technology team (DMS-IT) standards. The Contractor shall at all times maintain compliance with current DMS-IT standards, which may change over the duration of this contract. Any deviation from the SAMHSA standard should be negotiated prior to awards.

H.II. FTS 2001

The Contractor will be assisted by the GPO in using the appropriate Federal Procedures for the initiation and use of any 800 number (a toll-free telephone number) under the Government FTS-2001 Service. The Division of Information Resources Management will coordinate the installation at the Contractor site of the FTS-2001 service. (This may take up to eight weeks).

If the Contractor will travel to different locations and place or receive only occasional domestic long distance calls exclusively for SAMHSA, the Contractor may obtain a FTS 2001 calling card through the Government Project Officer/Division of Information Resources Management (This may take up to two weeks).

For any other telecommunications requirements, the Contractor shall coordinate the request through the Government Project Officer and the Division of Information Resources Management. In order to control potential waste, fraud, and abuse of Government-provided telecommunications resources, the Government reserves the right to monitor the Contractor's usage of the FTS 2001 network.

H.12. OWNERSHIP OF MATERIALS AND DISPOSITION OF DATA

- a. All information and materials including data developed under this contract are the property of the government and shall be delivered as part of the deliverables under the contract. No information developed under this contract shall be released by the contractor without the written permission of the government.
- b.- Where automated data bases are developed, maintained or regularly updated by the contractor, the Government maintains ownership of all software, manuals, data, data processing, user documentation and any other materials developed by the contractor to manage it. Any software developed to manage or enhance these data must be fully documented and the documentation provided to the Government. Any required transfer of the data will be affected in such a way that the data base will be immediately available without interruption.

H.13. ACCESSIBILITY

Pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d) as amended by P.L. 106-246, all Electronic and Information Technology (EIT) developed, procured, maintained, or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The contractor shall ensure this technology is accessible to employees, government personnel and members of the public with disabilities to the extent it does not post an "undue burden..." Section 508 Standards speak to various means for disseminating information, including computers, software, and electronic office equipment. It applies to, but is not solely focused on, federal pages on the Internet or the World Wide Web. It does not apply to the web pages of private industry. The complete text of Section 508 Standards can be accessed at <http://www.section508.gov>.

H.14. CORRESPONDENCE PROCEDURE

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

- (1) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence which proposes or otherwise involves waivers, deviations, or modification to the requirements, terms or conditions of this contract) shall be addressed to the Project Officer, with an information copy of the basic correspondence to the Contracting Officer.
- (2) Other Correspondence. All other correspondence shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the Project Officer.
- (3) Subject Line (s). All correspondence shall contain a subject line, commencing with the contract number as illustrated below:

SUBJECT: Contract No. HHSS280200800001C
Request for Approval of:

H.15. INVOICE INSTRUCTIONS

The Contractor agrees to specify a cost breakdown and detail on invoices of:

- (1) Contractor's name and invoice date. All invoices shall include the signature of a person authorized to bind your organization.
- (2) Contract Number, or other authorization for delivery of property and/or services.
- (3) Description, cost or price, period of performance and quantity of property and/or services actually delivered or rendered.
- (4) Shipping and Payment terms.
- (5) Other Substantiating documentation or information as required by the contract.
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment inquiries are to be sent.
- (7) And to further specify the following line items
Direct Labor (List by individual and current and cumulative amount for each.)
Fringe Benefits (Cite rate)
Supplies
Travels (Provide detail) specify transportation costs, per diem & misc.
Reimbursement of travel costs shall, at a minimum, include the following, as they apply:
Individual traveling, location traveled from, location traveled to, departure time, dates of travel, mode and cost of transportation, daily per diem rate, number of days of per diem, hotel rate (indicate whether rate is inclusive or tax or list tax separately), number of nights at hotel, rental car rate, POV mileage rate and number of miles, honorarium rate and number of days receiving honorarium.
Other Direct Costs
Consultants (identify & cite authorization) specify rate and amount
Subcontract Costs (identify and provide detail)
Indirect Costs by Category (Cite rate)
Fee
TOTAL COSTS

Invoices should also show the estimated totals for each line item as well as the cumulative amounts billed for each line item. Invoices shall be delivered via regular mail. The costs of overnight or courier to deliver invoices are not allowed under this contract.

H.16. PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages will not be deemed to be printing. A production unit is defined as one sheet, size 8½ by 11 inches, one side only, and one color.

H.17. LATE PAYMENTS TO THE GOVERNMENT

Late payment of debts owed the Government by the Contractor, arising from whatever cause, under this contract/order shall bear interest at a rate to be established in accordance with the Treasury Fiscal Requirements Manual. For purposes of this provision, late payments are defined as payments received by the Government more than 30 days after the Contractor has been notified in writing by the Contracting Officer of:

- a. the basis of the indebtedness;
- b. the amount due;
- c. the fact that interest that will be applied if payment is not received within 30 days from the date of mailing of the notice, and;
- d. the approximate interest rate that will be charged.

H.18. OMB CLEARANCE

The Contractor shall not collect or record any information calling for answers to identical questions from more than nine (9) persons or organizations. This approval must be obtained before expenditure of funds or public contacts for the actual acquisition of the information. This applies to questionnaires, electronic transmission requirements, etc., regardless of whether the information collection occurs by mail, person or telephone interview or group interviews (e.g., focus groups). It does not matter whether the response is voluntary or mandatory. Information collection may begin only after the Contracting Officer notifies the Contractor in writing that OMB clearance has been obtained.

H.19 PERSONNEL BACKGROUND INVESTIGATION REQUIREMENTS

1. BACKGROUND

The Office of the Assistant Secretary for Administration and Management (ASAM), Department of Health and Human Services (DHHS), requires that all DHHS contractors (including subcontractors) who will be working in a DHHS-owned or leased space and/or who will have access to DHHS equipment, and non-public privileged, proprietary, or trade secret information, undergo a background investigation.

The positions on this contract are designated Level 5, medium risk public trust. Level 5 positions require a minimum of a National Agency Check with Inquiry and Credit (NACIC) investigation. Ten days prior to beginning work on this contract, each contractor must submit the following in a sealed envelope with a cover letter identifying the contract:

- SF-85P, Questionnaire for Public Trust Positions, with pages 7 and 8 signed. (Note: the unnumbered ninth page, a medical release, is not required and should be removed and discarded.) Obtain form from www.opm.gov (Additional information to assist in filling out the SF-85P included in Section J Attachments)
 - a. Questionnaire

- b. Authorization for Release of Information
- c. Authorization for Release of Medical Information (discard)
- A HHS Credit Release (Included in Section J Attachments)

This information is to be mailed to:

Program Support Center
Personnel Security and Ethics Office
Room4C-14
Parklawn Building
5600 Fishers Lane
Rockville, MD 20857

After receipt of the SF-85P and HHS Credit Release, contractors will be contacted to schedule digital fingerprinting.

Questions may be directed to 301-443-5650.

In addition, the contractor is to mail a list of contractor personnel to the SAMHSA Contract Specialist/Contracting Officer.

H.20 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. The Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized.

H.21 CONFERENCE MATERIAL DISCLAIMER

Where a conference is funded under this contract, the following shall be included on all conference materials:

"The views expressed in written conference materials or publications and by speakers and moderators at HHS-sponsored conferences, do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

SECTION I- CONTRACT CLAUSES

I.I. GENERAL CLAUSES FOR A COST-REIMBURSEMENT-CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

FAR Clause No. Title and Date

52.202-1	Definitions (JUL 2004) Gratuities (APR 1984)
52.203-3	Covenant Against Contingent Fee (APR 1984)
52.203-5	Restrictions on Subcontractor Sales to the Government (SEP
52.203-6	2006) Anti-Kickback Procedures (JUL 1995)
52.203-7	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN
52.203-8	1997) Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-10	Limitation on Payments to Influence Certain Federal Transactions (SEP
52.203-12	2007) Printing or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-4	Central Contractor Registration (April 2008)
52.204-7	Protecting the Government's Interest When Subcontracting With Contractors Debarred,
52.209-6	Suspended, or Proposed for Debarment (SEP 2006)
	Audit and Records- Negotiation (JUN 1999)
52.215-2	Order of Precedence - Uniform Contract
52.215-8	Format (OCT 1997)
	Price Reduction for Defective Cost or Pricing Data
52.215-10	(OCT 1997) (applicable to contract actions over \$650,000)
	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over
52.215-12	\$650,000) Pension Adjustment and Asset Reversions
52.215-15	(OCT 2004)
	Waiver of facilities Capital Cost of Money (OCT 1997)
52.215-17	Reversion or Adjustment of plans for Post-retirement Benefits Other Than Pensions
52.215-18	(PRB) (JUL 2005)
	Notification of Ownership Change (OCT 1997)
52.215-19	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-20	(OCT 1997)
	Allowable Cost and Payment
52.216-7	(DEC 2002)
	Fixed Fee (MAR 1997)
52.216-8	Utilization of Small Business Concerns (MAY
52.219-8	2004) Limitations on Subcontracting
52.219-14	(DEC 1996)
	Notification of Competition Limited to Eligible 8(a) Concerns (JUN
52.219-18	2003) Payment for Overtime Premiums (JUL 1990)
52.222-2	Convict Labor (JUN 2003)
52.222-3	Prohibition of Segregated Facilities (FEB
52.222-21	1999) Equal Opportunity (APR 2007)
52.222-26	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other
52.222-35	Eligible Veterans (SEP 2006)

FAR Clause No. Title and Date

52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006)
52.222-50 Combating Trafficking of Persons (AUG
52.223-6 2007) Drug Free Workplace (MAY 2001)
52.223-14 Toxic Chemical Release Reporting (AUG
52.224-1 2003) Privacy Act Notification (APR 1984)
52.224-2 Privacy Act (APR 1984)
52.225-13 Restrictions on Certain Foreign Purchase (FEB
52.227-1 2008) Authorization and Consent (DEC 2007)
52.227-2 Notice and Assistance Regarding Patent and Copy Right Infringement (DEC
52.227-3 2007) Patent Indemnity (APR 1984)
52.227-14 Rights in Data - General (DEC 2007)
Alt I (DEC 2007)
Alt II (DEC 2007)
Alt III (DEC
2007) Alt V (DEC
2007)
52.228-7
52.232-9 Insurance- Liability to Third Persons (MAR
52.232-17 1996) Limitation on Withholding of Payments
(APR 1984) Interest (JUN 1996)
52.232-20 (The following clause shall apply if the contract is fully
funded) Limitation of Cost (APR 1984)
(The following clause shall apply if the contract is incrementally funded)
52.232-22 Limitation of Funds (APR 1984)
52.232-23
52.232-25 Assignment of Claims (JAN
52.232-33 1986)
52.233-1 Prompt Payment (OCT 2003), Alternate (FEB 2002)
52.233-3 Payment by Electronic Funds Transfer- Central Contractor Registration (OCT
52.233-4 2003) Disputes (JUL 2002)
52.237-3 Protest After Award (AUG 1996), Alternate I (JUN 1985)
52.239-1 Applicable Law for Breach of Contract Claim (OCT
52.242-1 2004) Continuity of Services (JAN 1991)
52.242-3 Privacy or-Security Safeguards (AUG 1996)
52.242-4 Notice of Intent to Disallow Costs (APR
52.242-13 1984) Penalties for Unallowable Costs (MAY
52.243-2 2001) Certification of Final Indirect Costs
(JAN 1997) Bankruptcy (JUL 1995)
52.244-2 Changes- Cost Reimbursement (AUG 1987)- Alternate II
52.244-5 (APR 1984)
52.244-6 Subcontracts (June 2007)
52.245-1 Competition in Subcontracting (DEC 1996)
52.245-9 Subcontracts for Commercial Items (MAR
52.246-5 2007) Government Property (JUN 2007)
52.246-25 Use and Charges (JUN 2007)
52.248-1 Inspection of Services- Cost Reimbursement (APR
52.249-6 1984) Limitation of Liability Services (FEB 1997)
55.249-14 Value Engineering (FEB 2000)
52.251-1 Termination (Cost-Reimbursement) (MAY
52.253-1 2004) Excusable Delays (APR 198_4)
Government Supply Sources (APR 1984)
Computer Generated Forms (JAN 1991)

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

<u>HHSAR Clause No.</u>	<u>Title and Date</u>
352.202-1	Definition (JAN 2006) Alternate I (JAN
352.216-72	2006) Additional Cost Principles (JAN 2006)
352.228-7	Insurance- Liability to Third Persons (DEC
352.232-9	1991) Withholding of Contract Payments (JAN
352.232-75	2006) Incremental Finding (JAN 2006)
352.233-70	Litigation and Claims (JAN 2006)
352.242-71	Final Decisions on Audit Findings (APR 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to persons with Disabilities (JAN 2001)
352.270-5	Key Personnel (JAN 2006)
352.270-6	Publication and Publicity (JAN
352.270- to	2006) Anti-Lobbying (JAN 2006)

[END OF GENERAL CLAUSES FOR A COST-REIMBURSEMENT CONTRACT]

SECTION J- LIST OF ATTACHMENTS

<u>TITLE</u>	<u>NO. PAGES</u>
1. Statement of Work and Deliverables	26
2. Quality Assurance Surveillance Plan	2
3. Voucher Review Sheet	
4. HHS Credit Release	1