

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 35	
2. CONTRACT (Proc. Inst. Ident.) NO. HHSP23320110005YC				3. EFFECTIVE DATE 04/29/2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ACF58343	
5. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5C-18 5600 Fishers Lane Rockville MD 20857		CODE DAM		6. ADMINISTERED BY (If other than Item 5) DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5C-18 5600 Fishers Lane Rockville MD 20857		CODE DAM	

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) AVAR CONSULTING, INC. 1367765 1395 PICCARD DR STE 100 ROCKVILLE MD 208504306		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	
CODE 1367765		FACILITY CODE	

11. SHIP TO/MARK FOR Admin for Children + Families 370 L'Enfant Promenade, S.W. Washington DC 20447		CODE ACF		12. PAYMENT WILL BE MADE BY PSC/FMS 5600 Fishers Lane Parklawn Building, Room 16A-12 Rockville MD 20857		CODE FMS	
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		14. ACCOUNTING AND APPROPRIATION DATA 2011.G99TCE1.25000					
15A. ITEM NO	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
Continued							

15G. TOTAL AMOUNT OF CONTRACT **\$718,402.00**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-2	X	I	CONTRACT CLAUSES	27-34
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4-12	X	J	LIST OF ATTACHMENTS	35
X	D	PACKAGING AND MARKING	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	14		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	15-17		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	18-22		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	23-26				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>11-233-SOL-00106</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Z. Joan Wang, President		20A. NAME OF CONTRACTING OFFICER CLINT DRUK	
19B. NAME OF CONTRACTOR Avar Consulting, Inc.		20B. UNITED STATES OF AMERICA	
BY <u>Z. Joan Wang</u> (Signature of person authorized to sign)		BY <u>[Signature]</u> (Signature of the Contracting Officer)	
19C. DATE SIGNED 4/29/11		20C. DATE SIGNED 4/29/11	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSP23320110005YC

PAGE OF
2 | 35

NAME OF OFFEROR OR CONTRACTOR

AVAR CONSULTING, INC. 1367765

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 22-3939508 DUNS Number: 784513835 Title: Annual Survey of Refugees Congressional Reporting Contract This contract is being processed under Section 8(a) of the Small Business Act and is in accordance with the Partnership Agreement between the Department of Health and Human Services and the Small Business Administration (SBA). The SBA is the Prime contractor. WMADO Requirement: 0353/11/102290 Delivery Location Code: ACF Admin for Children + Families 370 L'Enfant Promenade, S.W. Washington DC 20447 US Appr. Yr.: 2011 CAN: G99TCE1 Object Class: 25000 FOB: Destination Period of Performance: 04/29/2011 to 04/28/2012				
1	Task 1 Annual Survey of Refugees - 2011 Obligated Amount: \$718,402.00				718,402.00
2	Optional Task 2 Annual Survey of Refugees - 2012 Amount: \$737,551.00 (Option Line Item)				0.00
3	Optional Task 3 Annual Survey of Refugees - 2013 Amount: \$756,338.00 (Option Line Item)				0.00
4	Optional Task 4 Annual Survey of Refugees - 2014 Amount: \$776,505.00 (Option Line Item)				0.00

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONSIDERATION AND PAYMENT

The Contractor shall perform work to support the Department of Health and Human Services' Annual Survey of Refugees. The contract will be divided into four contract line items as indicated below. Each contract line item is for a separate survey year. Each survey year is independent and represents a non-severable piece of this contract. The first contract line item will be effective as of the award date of the contract and is expected to be 12 months in duration. Each subsequent survey year is classified as an optional task, which will be exercised in accordance with the terms of the contract. Each optional task is expected to be 12 months in duration. The contract is structured to allow each contract line item to be a completion type requirement. In consideration for the satisfactory performance of the work that is described in detail in Section C, the Contractor shall be paid in accordance with the following schedule:

B.1.1. Task 1: Survey Year 2011 – April 29, 2011 through April 28, 2012 (estimated)

Estimated Cost:	\$671,404
Fixed Fee:	\$46,998
 Total Estimated Amount:	 \$718,402

B.1.2. Optional Task 2: Survey Year 2012 – (estimated to be 12 months)

Estimated Cost:	\$689,300
Fixed Fee:	\$48,251
 Total Estimated Amount:	 \$737,551

B.1.3. Optional Task 3: Survey Year 2013 - (estimated to be 12 months)

Estimated Cost:	\$706,858
Fixed Fee:	\$49,480
 Total Estimated Amount:	 \$756,338

B.1.4. Optional Task 4: Survey Year 2014 - (estimated to be 12 months)

Estimated Cost:	\$725,706
Fixed Fee:	\$50,799
 Total Estimated Amount:	 \$776,505

TOTAL ESTIMATED CONTRACT AMOUNT INCLUSIVE OF FEE: \$2,988,796

SECTION C – DESCRIPTION/SPECIFICATIONS/ WORK STATEMENT

C.1 BACKGROUND

Since 1975, when Southeast Asian refugees first began arriving in the United States, the Office of Refugee Resettlement (ORR) and its predecessors have commissioned periodic surveys of the refugee population. Thirty-seven such surveys have been conducted. ORR is charged with seeing that refugees are effectively resettled, and these surveys have provided the best source of current information on the progress made by refugees. This solicitation aims to continue to collect this important information. The surveys in recent years have focused on refugees' adjustment to the United States, particularly their proficiency in English, education, employment, income and their use of available Government programs.

A primary purpose of these surveys has been to enable ORR to fulfill its reporting requirement to Congress. The Refugee Act of 1980, as amended, specifies that ORR submit an annual Report to Congress that "shall contain an updated profile of the employment and labor force statistics for refugees who have entered the United States within the five fiscal-year period immediately preceding the fiscal year within which the report is to be made...as well as a description of the extent to which refugees received the forms of assistance or services under this chapter during that period." ORR also makes the aggregated findings from surveys available to the interested public and uses the survey data to inform its program planning, policy-making, and budget formulation processes.

As now constituted, the Annual Survey of Refugees is a longitudinal panel study, tracking participant characteristics and outcomes over a five year-period. Each year, a sample of refugees and entrants is drawn from ORR's Refugee Arrivals Data System. Each cohort of refugees is interviewed annually for five years. A longitudinal panel of refugees and entrants who arrived in past fiscal years already exists. In the 2009 survey, the total sample consisted of (1) refugees and entrants in the existing longitudinal sample who entered the United States between 05/1/2004 and 04/30/2008, and (2) a sample of refugees and entrants who entered the United States between 05/01/2008 and 04/30/2009. In each year after 2009, the sample cohort of refugees and entrants who entered the United States in the earliest year will be dropped, and a sample from the current year representative of all refugees and entrants will be added.

C.2 PURPOSE OF CONTRACT

The purpose this contract is to complete the Annual Survey of Refugees for the next four years starting in 2011 and going through 2014. The purpose of the survey is to obtain information on the adjustment of refugees and other persons eligible for refugee programs to living in the United States. Emphasis in the survey shall be placed on income, employment and labor force data, English language ability, and the use of Government services, particularly those funded by the Office of Refugee Resettlement. The term "refugee" as used in this statement encompasses persons admitted to the United States as refugees as well as Amerasian immigrants and Cuban and Haitian entrants. The contractor shall locate the sampled respondents, conduct oral interviews in either English or the

native language of the respondent, produce both cross-sectional and longitudinal data files with documentation, and provide several levels of analysis including tabulations of the survey findings and patterns of non-response, as directed by the Contracting Officer's Technical Representative (COTR).

C.3 WORK TO BE PERFORMED

This Performance Work Statement potentially encompasses four years of the survey, covering the interviews to be conducted in 2011, 2012, 2013 and 2014. While the preparation and conduct of the four surveys will overlap in time to some degree, each shall be treated as a separate study with distinct tasks, as described below.

The contractor will perform three major types of activity for each Survey Year:

- (1) Ongoing tracing of the sample beginning soon after the sample is provided by ORR, along with associated record keeping. This activity may also entail consulting, as requested by the COTR, on detailed sampling issues which may arise; for example, the possibility of major year-to-year shifts in country of origin of refugees;
- (2) Conducting oral interviews in September-October of each year; editing of data collected; production of the data tape; documentation; and tabulations of cross-sectional data from the current year's survey, as requested by the project officer for ORR's annual report and evaluation purposes;
- (3) Annually producing a linked longitudinal file for refugees in the prior years' survey and documentation.

An English language version of the survey instrument has been cleared by the Office of Management and Budget; the contractor is not responsible for developing it. A copy of the survey is included in Attachment A. The contractor shall utilize this survey instrument for direct performance of the contract, as indicated in the following tasks, and will be responsible for its translation into the most frequently used languages of recent refugee arrivals, as determined annually in consultation with the COTR (up to 15 languages).

Refugees are not interviewed if they have been in the United States for less than five months. For example, the refugees who first arrived between May 1, 2008 and April 30, 2009 were interviewed for the first time in the fall of 2010. Similarly, refugees who arrived from May 1, 2009 – April 30, 2010 will be contacted to establish a base for their initial interview in the fall of 2011. Each year's cohort of refugees will remain in the sample for five years, participate in potentially five interviews, and will then be dropped from the sample. Therefore, the refugees who arrived between May 1, 2007 and April 30, 2008 are scheduled to be interviewed for the fifth and final time in the fall of 2013.

The sampling frame consists of all persons who have entered the United States as refugees, Amerasian immigrants (including their immediate family members) or Cuban and Haitian entrants during the specified time period. A large proportion of the refugee population consists of children, so many of those sampled are children. For both practical and cultural reasons, if the sampled person is a child or young person, the contractor will interview the head of the household or other responsible

adult who agrees to serve as the respondent. The relevant household is defined as the household in which the sampled person is living at the time of the interview. The interview schedule pertains to the household as an entity and to all adults living in the household. This has two implications: (1) the household may change composition over the five years that the selected person is in the sample; (2) the household may contain members who arrived in the United States more than five years previously; the interview is to cover them as well.

The expected timetable for each survey year is displayed below

Survey Timetable:

Survey Year	Sample Provided to Contractor	Tracing	Conduct Interviews	Complete Data File	Complete Requested Tabulations	Longitudinal Linked File
2011 (5/01/2010 - 4/30/11 Arrivals)	5/11	Ongoing through the period of performance for the 2011 survey	7/11-12/11	1/12	2/12	3/12
OPTIONAL 2012 (5/01/2011 - 4/30/12 Arrivals)	5/12	Ongoing through the period of performance for the 2012 survey	7/12-12/12	1/13	2/13	3/13
OPTIONAL 2013 (5/01/2012 - 4/30/13 Arrivals)	5/13	Ongoing through the period of performance for the 2013 survey	7/13-12/13	1/14	2/14	3/14
OPTIONAL 2014 (5/01/2013 - 4/30/14 Arrivals)	5/14	Ongoing through the period of performance for the 2014 survey	7/14-12/14	1/15	2/15	3/15

C.3.1 Specific Tasks

C.3.1.1 Stage I -- Tracing Respondents and Conducting the Interviews

ORR will begin to construct the new panel for the 2011 sample and survey with refugees who arrive beginning 5/1/2010. The new panel will be added to the existing panel who arrived beginning 05/01/2006. The sampling frame will continue to be derived from the ORR Refugee Arrivals Data System (RADS). All available resettlement information on each person, including detailed name, address and telephone number of sponsor, will be extracted from the ORR RADS by the ORR data contractor and forwarded to the Annual Survey contractor. The contractor will begin tracing activity for the new panel upon award of the contract or the exercise of an Optional Survey Year by establishing contact with the refugees and asking to be notified in the event of a move.

The contractor shall trace the sample and conduct interviews with the selected respondents and members of their household consistent with the requirements outlined herein. At the time of contract award, the project officer shall furnish the contractor the OMB-approved English language survey instrument, any existing previously translated versions of the survey instrument in refugee languages, and a sample file containing the following information for the new cohort of refugees sampled: name; year of birth; gender; alien registration number; date of arrival; city or county and state of initial

settlement in the United States, and voluntary agency. Upon receipt of this material from the project officer, the contractor shall proceed with the following tasks:

a. Tracing of Respondents

The contractor shall rely on existing files for re-contacting the persons interviewed or approached for earlier survey interviews. Newly sampled respondents shall be traced and contacted by letter, by telephone, or both. Extensive tracing activity may be required for some respondents. The contractor is expected to work with local and national voluntary agencies to locate respondents when necessary.

b. Advance Mail-out

The contractor shall prepare and send a Request for Participation letter (instrument cleared by the Office of Management and Budget per Paperwork Reduction Act requirements) to each of the potential respondents. The letter introduces the survey and requests a prompt return of a pre-addressed, postage-paid letter. The letter will provide the potential respondent the opportunity to indicate his/her willingness to participate in the survey and to furnish the contractor with his/her current telephone number. If a potential respondent does not return the letter, the contractor will attempt to obtain the telephone number and request the individual's participation using other available means, such as contacts in the local community. Extensive efforts shall be taken in order to achieve the highest response rate possible.

c. Translation of Survey Instrument

The contractor shall be responsible for obtaining translations of the survey instrument furnished by the Government into various new foreign languages spoken by refugee populations, as determined in consultation with the COTR. After having the survey instrument translated, the contractor shall reproduce sufficient copies to be used for conducting the survey.

d. Interviewing

- The contractor shall contact each respondent who has indicated his/her willingness to participate in the survey. Refugees will not be interviewed if they have been in the United States for less than five months.
- The majority of respondents will be interviewed by phone. In cases where telephone interviewing is not feasible or desired, and in locations (as determined by the contractor in consultation with the COTR) where the survey population is large enough to make it cost effective, the interviewer may interview participants in-person at a location of the participant's choice. The contractor shall attempt to conduct the survey in the appropriate native language of the respondent. If none of the survey instruments is in the language of a particular respondent, (C.3.1.1 – Item c) the contractor may hire a translator to accommodate additional languages for some interviews. For each oral interview, the interviewer shall complete the hard copy or electronic survey instrument which shall be the prime data gathering instrument.
- As an incentive to encourage respondents' participation, the contractor shall:
 - Send a thank you note to each household that participated in the survey

- Offer names and contact information for organizations that can provide real assistance to refugees; i.e., housing, job services, food assistance, clothing banks, educational services, immigration services, and cash or other financial assistance. Information should be available by State.
- In consultation with the project officer, develop a strategy for providing respondents with a low-denomination (maximum \$25) gift card or voucher to local establishments for food, education, or training services.

e. Online Survey

- ORR is interested in exploring the possibility of developing and implementing an online survey. Online surveys are the easiest and most effective way to gather real-time respondent feedback. One of the main advantages of online surveys is that they tend to achieve a higher response rate than offline methods.
 - The contractor shall participate in discussions on developing a Web based Survey, to include:
 - Website development and maintenance: feasibility, design, develop, host, and maintain websites for an online refugee population survey.
 - Web survey and web-based data management: design and program web survey questionnaire, establish access security, import and export data, enable on-line data processing, analysis, and reporting.
 - Litigation support: provide expert consultancy on research methodology including study design, sampling design, statistical models, and analytical techniques.
 - If ORR decides to implement an online survey option the contract will be modified and the statement of work adjusted accordingly.

f. Quality Control

In order to ensure the validity and consistency of all data collected through the interview process, the contractor shall:

- The contractor is responsible for developing their own internal procedures to provide training to the interviewers in order to minimize interviewer error and variability. In consultation with the COTR, the contractor shall prepare a questionnaire reference book for use by the interviewers. The contractor shall provide training to the interviewers in the conduct of these interviews in order to minimize interviewer error and variability. Prior to the interviewing, an intensive three-part training session shall be developed to prepare the interviewers for the survey season and to minimize error and variability. As part of this training the interviewers shall receive a thorough explanation of each survey question and identify logical and acceptable responses to questions. The training should, at a minimum, include:
 1. Confidentiality, Code of Conduct, and Tracing

2. Interviewing - How to conduct an Annual Survey of Refugee interview with the ASR Questionnaire provided.
3. Update data forms (tracking, validation, and Household control charts) forms, Questionnaire editing, checklist, etc.
 - Ensure that interviewers employ the most up-to-date interviewing techniques to minimize the length of the interview, including use of computer assisted telephone interviewing Computer Assisted Telephone Interviewing (CATI) methods, if applicable;
 - Download and review data tables from the CATI system
 - Run a series of frequency tests to identify any erroneous anomalies;
 - Delete incomplete records, if required;
 - Identify and correct missing data (missing data are not likely as the interviewing is automated. Questions and answer choices follow logical skip patterns);
 - Determine the measurement level for each data field (i.e. string or numeric);
 - Check and delete unexpected symbols in the data fields (e.g., “,” “+”);
 - Identify and delete duplicate records;
 - Check the response categories of each categorical variable against the original questionnaire;
 - Attach correct variables and value labels to each data field;
 - Conduct logic checks to identify outliers (i.e., out of range values);
 - Check skip patterns and assign appropriate value labels to not-applicables;
 - Determine the difference between the missing values and ‘0’ values, which is particularly important for calculating means; and
 - Edit the verbatim responses to ensure that the recorded answers are meaningful.

C.3.1.2 Stage II -- Production of the Data Files

The contractor shall convert the gathered raw data and produce an electronic record for submission to ORR, including codebook and documentation, on a CD. The data files shall be produced as specified herein. The data developed shall be the tabulation of the answers to the online, and telephone interviews, in addition to selected data elements from the ORR file. Specifications are a Statistical Package for the Social Sciences (SPSSPC) data file including values for all variables as well as variable names and variable value labels. For clarity, sample data files are provided with this SOW. CD specification shall be approved by the COTR before delivery.

a. Code Survey Instruments

The contractor shall use alphanumeric codes for the individual responses entered on the survey instrument by the telephone interviewer(s). The codes to be used shall be those entered in the applicable code book used by the contractor with the approval of the project officer.

b. Generate Cross-sectional Data File

The contractor shall set up a separate electronic record for each respondent in the annual survey to enter the applicable coded interview response data gathered by the interviewer(s). Some basic frequency distributions and cross-tabulations shall be prepared from this file at the request of the project officer.

c. Edit Data File

The contractor shall edit the file to verify the accuracy of the captured data and to correct any erroneous information.

d. Furnish Documentation for Data Files

The contractor shall furnish the data file layouts. In addition, the contractor shall furnish a written summary of how many sampled respondents of each nationality were contacted, how many were actually interviewed, reasons for non-completion of interviews and any significant problems encountered which restricted the efficiency of the data-gathering process.

e. Create Longitudinal Data File

The contractor shall create a longitudinal file linking information from previous years to each respondent previously in a sample, as well as documentation for this file. Some basic frequency distributions and cross-tabulations shall be prepared from this file at the request of the COTR.

The data files as well as all computer programs written to create the data files and/or tabulations requested by the sponsor, shall become the exclusive property of the Office of Refugee Resettlement. A copy of all such computer programs will be given to ORR along with the requested data files and/or tabulations.

A separate data file of persons who were sampled but not interviewed shall be created and delivered to the project officer. This will be known as the "Non-response File" and will include identifiers such as name, alien number, street address, city and state of residence, date of arrival, age, sex, and country of nationality. It will be coded to show the reason why no interview was conducted, such as: unable to locate respondent, refused to be interviewed, etc.

C.3.1.3 Stage III -- Analysis of Data

The contractor will employ an analytical specialist (or more than one such specialist at the discretion of the contractor). The analytical specialist(s) shall have the following minimum qualifications: (a) Some knowledge of refugee program operations, policies, and current issues; (b) Experience in computer analysis of survey data using the SPSS or Statistical Analysis System (SAS) language; (c) Experience in preparing documentation of computer files, including description of survey methodology and analysis of factors affecting the tracing of respondents and non-response; and (d) Experience in data analysis regarding program and labor force participation and migration.

The analytical specialist(s) shall provide computer analysis of the data files, including tabulations of refugee characteristics, analysis pertaining to issues of tracing and non-response, and calculation of descriptive and inferential statistics as well as standard errors as requested by the project officer. The analytical specialist shall be asked to interpret certain findings from the requested tabulations at the direction of the project officer and provide this interpretation in narrative form. The narrative will not be required to exceed 10 pages.

One product of the analysis above will be a set of computer reports in tabular form appropriate for inclusion in ORR's Annual Report to Congress. These reports will consist of

(1) tabulations of cross-sectional data in the current survey year and (2) tabulations of linked-longitudinal data from the previous years' surveys. These reports will consist of basic descriptive data summarizing the major findings of the survey, constructed at the request of, and in consultation with, the project officer. The requested tabulations may vary from year to year but will not be required to exceed 30 pages each from the current cross-sectional data file and the linked longitudinal file.

C.3.1.4 Stage IV -- Creation of Annual and Longitudinal Data Files

The contractor will develop a SPSS or SAS file for each survey. This file shall be adaptable by the sponsor for release outside ORR as a public use data file. Personal identifiers (e.g., name, alien number, etc.) should be included on the file for internal ORR use but should be removable by ORR to protect the confidentiality of respondents while at the same time preserving ORR's ability to satisfy external data requests. To accompany the file, appropriate documentation suitable for release outside ORR shall also be prepared by the contractor. Such documentation shall be delivered in a manner to facilitate duplication if needed.

File preparation will entail several major subtasks:

- a. Translating the codebook into machine readable format.
- b. Creating of new variables (approximately 10 to 15, including such variables as employment status and household income) by manipulating data fields from the raw data file.
- c. Testing of variables for consistency and validity.
- d. Preparing documentation.
- e. Testing of the final files.

The files will consist of an individual record file (containing questionnaire items Q1 through Q29.d) and a household record file (containing questionnaire items Q30.a through Q38.c). Individual records and household records will be identified with an ID number suitable for linking individual record files and household record files in a given year as well as for linking earlier files in the longitudinal series.

For each survey, the contractor will also develop a SPSS or SAS longitudinal file linking both individual record files and household record files with earlier annual survey files.

C.4 PROGRESS REPORTS

The contractor shall provide a monthly written report the 10th day of each month beginning with the second month of the contract to the COTR, in letter format, of activities under the contract. Each report shall include a brief description of the project status, a brief statement of problems encountered or anticipated, and monthly and cumulative totals of funds expended. The progress report shall be submitted to the COTR electronically.

C.5 HHS SECTION 508 ACCESSIBILITY STANDARDS NOTICE (SEPTEMBER 2009)

This contract is subject to Section 508 of the Rehabilitation Act (the 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 (Access Board) Electronic and Information Accessibility Provisions (36 CFR Part 1194). Section 508 of the Act requires that, unless an exception applies, all communications products and services that require a contractor or consultant to produce content in any format that is specifically intended for publication on, or delivery via, a Federally owned or Federally funded Web site permit the following:

(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.

(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.

(Note: Information about Section 508 of the Act is available at <http://www.section508.gov/>. The complete text of Section 508 can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.)

Accordingly, regardless of format, all Web content or communications materials specifically produced for publication on, or delivery via, HHS Web sites, including text, audio, or video, under this contract shall conform to applicable Section 508 accessibility standards. Remediation of any materials that do not comply with the applicable accessibility standards of 36 CFR Part 1194 as set forth herein shall be the responsibility of the Contractor.

The following Section 508 accessibility standards apply to the content or communications material identified in this SOW or PWS:

1194.22 – Web-based intranet and internet information and applications

SECTION D - PACKAGING AND MARKING

D.1. MARKING

All information and deliverables shall be delivered to the address shown in Section F.4 entitled “Place of Delivery” and shall be marked as follows:

1. Name and address of the Contractor;
2. Contract Number: HHSP23320110005YC
3. Description of item contained therein; and
4. Consignee’s name and address.

SECTION E – INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

The COTR, as duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor’s performance, evaluating the quality of services provided by the Contractor, and performing final inspection and acceptance of all deliverables.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

FAR

Clause No. Title and Date

52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

SECTION F – DELIVERIES OR PERFORMANCE

F.1. PERIOD OF PERFORMANCE

The period of performance of this contract is expected to be from April 29, 2011 through April 28, 2012, with three Optional Survey Years each expected to be one year in duration. Each survey year is non-severable so the period of performance for each can be extended to exceed 1 year if necessary.

F.2 PERFORMANCE MONITORING

Contractor performance shall be monitored in accordance with the Quality Assurance Surveillance Plan (Attachment B).

F.3 SCHEDULE OF DELIVERABLES

The Contractor shall submit to the COTR the following deliverables by the dates/times and in the quantities indicated:

	<u>Major Activity</u>	<u>Deliverable</u>
1	Trace respondents	Continuous from effective date of contract or Optional Survey Year
2	Perform advance mail-out	8 weeks
3	Prepare survey instruments	10 weeks
4	Begin interviews	12 weeks
5	End interviews	20 weeks
6	Annual survey file (Includes the electronic files and preliminary documentation to submitted on a CD)	24 weeks
7	Requested tabulations for Report to Congress (To be submitted on a CD)	28 weeks
8	Other requested cross- sectional tabulations (To be submitted on a CD)	32 weeks

9	Non-response data file (To be submitted on a CD)	34 weeks
10	Longitudinal data file and documentation (3 copies and CD)	38 weeks
11	Longitudinal tabulations (To be submitted on a CD)	42 weeks
12	Special Analysis (To be submitted on a CD)	48 weeks
13	Progress Reports	Monthly, 10 th day of each month beginning with 2 nd month of the contract

Adherence to the above schedule is of the utmost importance to the success of this contract. ORR's Annual Report to Congress must be delivered by a deadline mandated in the Refugee Act. The interviewing, data file production, and tabulations must be completed on schedule to allow ORR to meet its reporting deadline.

F.4 DELIVERY REQUIREMENTS

1. Hours of Delivery

Pick up and delivery of items under this contract shall be accomplished between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday unless changed by mutual agreement between the COTR and the contractor. No deliveries shall be made on Saturdays, Sundays, days of government closure or Federal legal holidays as shown below:

1. New Year's Day	1 January
2. Martin Luther King's Birthday	Third Monday in January
3. President's Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. American Independence Day	4 July
6. Labor Day	First Monday in September
7. Columbus Day	Second Monday in October
8. Veteran's Day	11 November
9. Thanksgiving Day	Fourth Thursday in November
10. Christmas Day	25 December

2. Place of Delivery

Deliveries to the COTR shall be sent to:

HHS/ACF/ORR
Attn: Pete Torres
901 D Street, NW, 8th Floor West
Washington, DC 20447

3. Place of Performance

The services shall be performed at the Contractor's site.

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

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

<http://acquisition.gov/comp/far/loadmainre.html>

FAR	
<u>Clause No.</u>	<u>Title and Date</u>
52.242-15	Stop Work Order (AUG 1989); <i>Alternate I (APR 1984)</i>

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 INVOICE SUBMISSION

Invoices shall be submitted bi-weekly to the COTR, contracts office and finance office. **Services to support separate contract line items (ie. survey years) must be invoiced separately.**

1. The Contractor shall submit one original invoice complete with all required back-up documentation to the COTR at Pete.Torres@hhs.gov
2. The Contractor shall submit one original invoice complete with all required back-up documentation to the Contract Specialist at Camille.Timmerman@psc.hhs.gov
3. A hard copy of each invoice with all required back-up documentation shall be sent directly to the Finance Office for payment or an electronic copy of all invoices with all back-up documentation may be e-mailed to PSC_eapproval.CPMT@psc.hhs.gov. It is the responsibility of the Contractor to verify that the Finance Office has received their invoice. Calls concerning contract payment shall be directed to the general help-line number on (301) 443-3020. The address for the Finance Office responsible for payment is:

DHHS/Program Support Center
Financial Management Services/DFO
Commercial Payments Section
Parklawn Building, Room 16A-12
5600 Fishers Lane
Rockville, Maryland 20857
Telephone Number: 301-443-3020

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

- a. Contractor's name and invoice date;
- b. Contract number HHSP23320110005YC;
- c. Contractor's Dun & Bradstreet Number (DUNS)
- d. Description, price, and quantity of property or services actually delivered or rendered;
- e. Period of performance for which costs are claimed;
- f. Shipping and payment terms;
- g. Other substantiating documentation or information as required by the contract;
- h. Name (where practicable), title, telephone number, and complete mailing address or responsible official to whom payment is to be sent;
- i. The Internal Revenue Service TAX IDENTIFICATION NUMBER or social security number;
- j. Signature of an authorized official certifying the invoice to be correct and proper for payment; and
- k. The COTR's name and telephone number on the face page.

4. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under the contract will be made by electronic funds transfer (EFT) per Section I, FAR Clause 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration.

G.2 MINIMUM COST INFORMATION

The Contractor's monthly billings must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts.

1. Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;
2. Fringe Costs - show rate, base and total amount;
3. Overhead or Indirect Costs - show rate, base and total amount;
4. Consultants - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
5. Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
6. Subcontractors - include, for each subcontractor, the same data as is being provided for the prime Contractor;
7. Data Processing - include all non-labor costs, i.e., computer time;
8. Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage;
9. G & A - show rate, base and total; and
10. Base Fee – show rate, base and total.

The Contractor shall also submit supporting documentation (receipts/invoices) to substantiate costs incurred.

G.3 TRAVEL AND OTHER COSTS

The Contractor will be reimbursed, not to exceed \$570.00 per survey year, for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the Contracting Officer.

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

- a. The lowest customary standard, coach, or equivalent airfare offered during normal business hours for air travel except when such accommodations: 1) require circuitous routing, 2) require travel during unreasonable hours, 3) excessively prolong travel, 4) result in increased costs that would offset transportation savings, 5) are not reasonably adequate for the physical or medical needs of the traveler, or 6) are not reasonably available to meet mission requirements. In order for costs in excess of customary standard or coach airfare to be considered allowable, the applicable exception must be documented and justified.
- b. Costs of rail travel by most direct route, coach-class accommodations.
- c. The prevailing mileage rate set forth in the Federal Travel Regulation (FTR) or reasonable actual expenses for travel by motor vehicle. Travel by motor vehicle, including rented automobile, shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the prevailing FTR rate, plus any toll or ferry charges.
- d. The prevailing rates set forth in the FTR for lodging, meals and incidental expenses.

G.4 PROVISIONS APPLICABLE TO DIRECT COSTS

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

1. Acquisition by purchase or lease, of any interest in real property.
2. Special rearrangement or alteration of facilities;
3. Purchase or lease or rental of any item of general purpose; office furniture or office equipment (including data tapes);
4. Travel to foreign countries; and
5. Food and beverage costs unless part of per diem expenses paid in accordance with the Federal Travel Regulations.

Any equipment having a unit acquisition cost in excess of \$1,000.00, of which the Contractor wishes to be reimbursed as a direct item of cost, shall not be acquired by the Contractor without the specific advance written approval of the Contracting Officer.

G.5 NEGOTIATED OVERHEAD RATES

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

<u>Type of Rate</u>	<u>Billing Rate</u>	<u>Ceiling Rate</u>	<u>Base</u>
Fringe	29.04%	-	Direct Labor
Overhead	50.7%	54.70%	Direct Labor
G&A	21.45%	23.50%	Total Costs Less subcontract and G&A

(Note: Final negotiated rates under this contract shall not exceed the ceiling rates.)

It is further agreed that, unless the prior approval of the Contracting Officer is obtained, the Contractor shall not change its methods of accounting under this contract in such a manner as to account for any item of cost on a direct-cost basis if such item of cost was previously considered as an indirect charge.

G.6 AUTHORITIES OF GOVERNMENT PERSONNEL

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

1. Contracting Officer: Clint Druk

All contract administration shall be performed by Mr. Druk, Contracting Officer, Division of Acquisition Management - C, Parklawn Building, Room 5c-18, 5600 Fishers Lane, Rockville, Maryland 20857, Telephone: (301) 443-0403, Email: Clin.Druk@psc.hhs.gov

2. Contract Specialist: Camille Timmerman

All communications pertaining to contractual and administrative matters should also be addressed to Ms. Camille Timmerman, Division of Acquisition Management - C, Parklawn Building, Room 5C-18, 5600 Fishers Lane, Rockville, MD 20857, Telephone: (301) 443-6851, Email: Camille.Timmerman@psc.hhs.gov.

3. Contracting Officers' Technical Representative Authority

The COTR shall be: Pete Torres

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officers' Technical Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officers' Technical Representative does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the Contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officers' Technical Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

(d) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers' Technical Representative. If, in the opinion of the Contractor, any direction of the Contracting Officers' Technical Representative, or his/her designee, falls within the limitations in (b), above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES AND INHERENTLY GOVERNMENTAL FUNCTIONS

Pursuant to FAR 37.1, no personal services shall be performed under this contract. All work requirements shall flow only from the COTR to the Contractor's Project Manager. No Contractor employee will be directly supervised by the Government. All employee assignments, and daily work direction, shall be given by the applicable Contractor supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

Pursuant to FAR 7.5, the Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change this contract and that if the other Contractor believes this communication to be a direction to change their contract, they shall notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall insure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the other provisions of this contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

H.2 HHSAR 352.239-73 (b) - ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (JANUARY 2010)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (**29 U.S.C. 794d**), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in **36 CFR Part 1194**. Information about Section 508 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>.

(b) The Section 508 accessibility standards applicable to this contract/order are identified in the Statement of Work/Specification/Performance Work Statement. The Contractor must provide a written Section 508 conformance certification due at the end of each contract/order exceeding \$150,000 when the contract/order duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the Contractor's Product Assessment Template will be the responsibility of the Contractor at its own expense.

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

Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual Report to the Contracting Officer and Project Officer. Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report are available in the Section 508 policy on the HHS Office on Disability website under the heading Vendor Information and Documents. The Contractor's failure to submit a timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding funding, as applicable.

H.3 CONTRACTOR PERFORMANCE EVALUATION REPORT

The Contractor's performance will be evaluated pursuant to FAR Subpart 42.15. The past performance information will be maintained and available via the Contractor Performance Assessment Reporting System (CPARS), at <http://www.cpars.csd.disa.mil/cparsmain.htm>.

H.4 DEPARTMENT OF LABOR WAGE DETERMINATION

1. The Department of Labor Wage Determination listed below is incorporated into the contract effective at the date of contract award.

Wage Determination No.: 2005-2103, rev. 10, 06/15/2010 (See Attachment C)

2. The Contractor is put on notice that after performance begins, the Contractor is responsible for paying employees at least the applicable wage determination rate, if one exists, for the place of performance. The Department of Labor strictly enforces the Service Contract Act (SCA) for all service employees covered by the SCA.

H.5 PRINTING AND DUPLICATION

The Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. This page limit is per requirement and not per contract. These pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. Any requirements for duplication in excess of these requirements shall be obtained by the Contracting Officer's Technical Representative (COTR) through the Government Printing Office.

No printing by Contractor or any subcontractor is authorized under this contract. All printing required hereunder must be performed by the Government Printing Office, in accordance with CFR Title 44; Public Law 102-392, as amended by H.R. 4454; and The Legislative Branch Appropriations Act 2995. The Contractor shall complete Form HHS 26 and submit it along with all camera-ready copies to the COTR. After approving the documents, the COTR will provide the package to Ms. Diana Mathews, Chief, Publications Management Branch, Division of Support Services, Program Support Center, whose branch will place the actual order for printing. Once the documents are printed, they may be returned to either the COTR or the Contractor, as requested by the COTR.

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

H.6 RESERVED

H.7 EXERCISING OPTIONAL TASKS/ SURVEY YEARS

Optional Tasks/Survey Years can be exercised at any time during the active period of performance. Optional Tasks/Survey Years will be funded using funds current at the time the option is exercised. Optional Tasks/Survey Years, if exercised, will be exercised through written modifications to the contract. The Contractor shall be given two weeks written notice of the Government's intent to exercise an Optional Task/Survey Year.

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.2 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage—Fringe Benefits
Class 1/GS-14-343	\$50.58 + \$18.43 = \$69.01
Class 2/GS-14-2210	\$50.58 + \$18.43 = \$69.01
Class 2/GS-14-1521	\$50.58 + \$18.43 = \$69.01
Class 3/GS-13-343	\$42.80 + \$15.60 = \$58.40
Class 3/GS-12-343	\$35.99 + \$13.11 = \$49.10

I.3 52.244-2 SUBCONTRACTS (OCT 2010); ALTERNATE I (JUN 2007)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

DB Consulting, Inc.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Full text may also be accessed electronically at these addresses: FAR – <https://www.acquisition.gov/far/> and HHSAR – www.hhs.gov/policies/hhsar/

a. FEDERAL ACQUISITION REGULATIONS (FAR) (48 CFR CHAPTER 1) CLAUSES

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

1. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Contract Clauses

<u>FAR Clause No.</u>	<u>Title and Date</u>
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
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 (OCT 2010)
52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications. (OCT 2010)
52.215-23	Limitations on Pass-Through Charges (OCT 2009)
52.216-7	Allowable Cost and Payment (DEC 2002) [paragraph (a)(3) insert "30 th ")
52.216-8	Fixed Fee (MAR 1997)
52.217-8	Option to Extend Services (NOV 1999) [2 weeks]
52.219-8	Utilization of Small Business Concerns (JAN 2011)

52.219-14	Limitation on Subcontracting (DEC 1996)
52.219-28	Post-Award Small Business Program Representation (APR 2009)
52.222-2	Payment for Overtime Premiums (JUL 1990) [insert \$0]
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Veterans (SEPT 2010)
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
52.222-37	Employment Reports Veterans (SEPT 2010)
52.222-41	Service Contract Act of 1965 (NOV 2007)
52.222-54	Employment Eligibility Verification (JAN 2009)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (SEPT 2010)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-7	Insurance – Liability to Third Person (MAR 1996)
52.232-17	Interest (OCT 2010)
52.232-20	Limitation of Cost (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2008); <i>Alternate I</i> (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002)

52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-3	Continuity of Services (JAN 1991)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-2	Changes - Cost-Reimbursement (AUG 1987); <i>Alternate I</i> (APR 1984)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.246-25	Limitation of Liability--Services (FEB 1997)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
52.249-14	Excusable Delays (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

2. Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Contract Clauses

<u>HHSAR Clause No.</u>	<u>Title and Date</u>
352.201-70	Paperwork Reduction Act (JAN 2006)
352.202-1	Definitions (JAN 2006)
352.203-70	Anti-Lobbying (JAN 2006)
352.216-70	Additional Cost Principles (JAN 2006)
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (JAN 2010)
352.233-71	Litigation and Claims (JAN 2006)
352.242-73	Withholding of Contract Payments (JAN 2006)

352.242-74

Final Decisions on Audit Findings (APR 1984)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Attachment	Title
A	Questionnaire for Annual Survey of Refugees
B	Quality Assurance Surveillance Plan
C	Wage Determination No. 2005-2103, rev. 10
D	Equal Opportunity Employment Poster