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Series: Disability Rights Organizations
Subseries:

OA/ID Number: 52058
Folder ID Number: 52058-003

Folder Title:
[ILRU - Independent Living Research Utilization Correspondence - 1991] [2]

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DREDF

Disability Rights Education and Defense Fund, Inc.

Law, Public Policy, Training and Technical Assistance

Mary 415 843-
Lou Breslin 4062
Home

2212 Sixth Street Berkeley, California 94710

FAX (415) 841-8645

Phone (415) 644-2555

DATE:

8/6/91

TIME:

5:55

a.m.

p.m.

TO:

Lex FRIEDMAN

FROM:

Deborah Doctor

MESSAGE:

EEOC
Contractin Lex's
office

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Number of pages including this sheet:

7

TO FAX#:

(713) 799-7095

August 6, 1991

TO: Quentin Smith (713) 520-5785

Lex Frieden (713) 799-7095

FROM: Liz Savage, Mary Lou Breslin, Deborah Doctor

Following is our first and very rough outline of the various tasks which would be assigned to the major participants for the EEOC ADA contract. We've attempted to make some reasonable division of labor among ILRU, DREDF and NCIL. The numbers refer to the tasks in the RFP.

The RFP sets a maximum of 12000 hours of professional time = 5.77 FTE. Our staff time estimates for ILRU and NCIL are our guesses only, and all of this is meant to be open for discussion.

FIRST DRAFT - WORKPLAN

EEOC CONTRACT PROPOSAL

DREDF

1.0 Interview EEOC & DOJ (Task 1.1-1.6)

2.0

2.1 Locate materials,

**2.2 trainer expertise required, create conceptual framework
(with ILRU and NCIL)**

2.4 develop curriculum,

2.5,6,7 Draft report, EEOC review, final report

3.0

**3.4 Evaluate proposed training materials and conceptual
model, evaluate technical assistance plan, evaluate logistical
plan, revise as needed,**

3.4,5,6 Draft report, EEOC review, final report

**4.0 Evaluate project reporting methods (ILRU will develop reporting
format for the project)**

4.1,2,3 Draft report, EEOC review, final report

**5. Conduct Phase I workshops. Provide on-site training and follow-up
technical assistance. [Will discuss ILRU's role]**

**6. Conduct Phase II workshops. Provide on-site training and follow-up
technical assistance. [Will discuss ILRU's role]**

**7. Develop draft and final reports, transmit to ILRU for their
submission to EEOC. (Very specific reporting requirements to
be met by each of the three major organizations.)**

STAFF AND SUBCONTRACTS

Golden 100% Project Director

Management, conceptual framework, trainer training/site training,
curriculum development, reports, subcontracts

Administrative Assistant 100%

TA 50% - substantive technical assistance with trainees

400 people x 5 call/year x 1 hr/call

Gleich 20%

Project Investigator
Management

Mayerson 10%

Material review, curriculum development, TA supervision

Savage 10%

Liaison to some subcontractors; Curriculum & training

Professional Staff Total = 1.9

Bookkeeper 15%

DREDF subcontracts:

Literature review, EEOC & DOJ interviews

Hourly person or consultant

15 hours interview, 85 hours literature review = 100 hours

Trainers

30 days x 2 trainers x ? \$

Mary Lou Breslin, senior consultant

BFE

5 trainings x 3 days each plus travel = 25 days + 10 days materials development (our estimate)

Council of Better Business Bureaus

1 person x 3 days x 4 sessions + 10 days materials development = 22 days (our estimate)

Institute for Law & Policy Planning
Process training

All hourly and contractors = .5 FTE

TOTAL DREDF FTE = 2.4

ILRU

2.0

2.2 Participate in developing conceptual framework (with DREDF and NCIL).

2.5,6,7 Draft and final report to EEOC (Combine DREDF and NCIL reports)

3.0 Develop logistical plan - work closely with NCIL to meet requirements for logistical plan

3.1,2,3 Details for requirements for participant selection and logistical plan (ILRU supervises NCIL)

3.4 Develop follow-up technical assistance evaluation plan and workshop evaluation (work with NCIL and DREDF)

3.5,6,7 Submit draft and final reports combining reports from DREDF and NCIL to EEOC

4. Develop methods to report outcomes of project

4.1,2,3 Prepare draft and final reports for EEOC

5 & 6? [We need to discuss ILRU and NCIL's role in conducting workshops and TA]

7. Develop draft and final reports, transmit to ILRU for their submission to EEOC. (Very specific reporting requirements to be met by each of the three major organizations.)

STAFF

We are assuming that you would have a Project Director, maybe Lex, at 10-20% time, and a Project Manager at 75-100% time. The tasks that we are assuming would be done by ILRU include financial administration, letting the contract with NCIL, supervising NCIL, participating in development of conceptual framework, developing reporting mechanisms, possibly negotiating and supervise computer networking subcontract; writing all reports with materials from co-sponsor and sub-contractors. We were projecting that ILRU would have an administrative assistant at perhaps 60% - 75% time and a budget manager at perhaps 30% time. If these positions were assigned the maximum times, it would = 1.20 FTE TOTAL (professional staff only).

NCIL

2.2 Work with DREDF and ILRU on conceptual framework

2.5,6,7 Draft, review and final reports

3.1,2,3 Develop logistical plan, implement participant selection process, supervise participant projects, evaluate weaknesses in logistical plans

3.4,5,6 Prepare draft, review and final reports to ILRU

4.0 Develop methods to report outcomes of project

4.1,2,3 Prepare draft, review and final reports to ILRU

5, 6 [We have to discuss NCIL's participation in training and associated logistics and follow-up monitoring of participant projects)

7 Draft, review and final reports to ILRU

STAFF

These are tasks that we could assign to NCIL:

Logistics, site selection, participant selection, contracts with participants, supervise participant projects, prep materials for printing, ship materials, send outreach to solicit participants, all pre-site and on-site logistics.

If they perform those functions, there will be considerable direct costs associated, such as telephone, copying, printing of training materials, braille, tape, travel, on-site facilitation, interpreters, rental of training space, a-v, and attendants.

Questions for discussion:

Whether NCIL itself would be responsible for logistics, for instance, or could let sub-contracts to local groups or individuals.

If DREDF gets the materials together, will ILRU handle mechanics of reproduction & distribution?

EEOC/DOJ Cost Reimbursable (Cost plus Fixed Fee) Contract:**YEAR ONE: 12,000 hours****Phase One** - train 400 people (5 4-5 day workshops for 80 each)**Phase Two:** "Graduate level" - train 100 of 400 people (2 5-6 day workshops)

- A. administrative responsibility: ILRU/DREDF
- ✓ 1. prepare program outline/literature review, etc. /DREDF+ILRU
 - 2. prepare all reports to EEOC (~~some with~~ DREDF)
- ✓ B. selection of participants: (DREDF/ILRU/NCIL)
- C. logistics: ~~ILRU/NCIL~~ } DREDF/ILRU (stipends)
- D. training: DREDF
- E. follow-up:
- 1. substantive TA: DREDF
 - ✓ 2. oversee individual trainee projects: ILRU/NCIL?

Supervision of Subcontractors:

DREDF: Council of Better Business Bureaus (ADR)
Access Expert (Mace?)
Kal (trainer training process)

✓ILRU: NCIL
Computer Network

Year Two Option: mop up - skills enhancement, updates, etc.

6100 hours

*Dropped reports & logistics**DREDF plays lead**Share A.I. - preparing agenda, etc*

EEOC/DOJ Cost Reimbursable (Cost plus Fixed Fee) Contract:**YEAR ONE: 12,000 hours****Phase One** - train 400 people (5 4-5 day workshops for 80 each)**Phase Two:** "Graduate level" - train 100 of 400 people (2 5-6 day workshops)

- A. administrative responsibility: ILRU
 - 1. prepare program outline/literature review, etc.
 - 2. prepare all reports to EEOC (some with DREDF)
- B. selection of participants: (DREDF/ILRU/NCIL)
- C. logistics: ILRU/NCIL
- D. training: DREDF
- E. follow-up:
 - 1. substantive TA: DREDF
 - 2. oversee individual trainee projects: ILRU/NCIL?

Supervision of Subcontractors:

DREDF: Council of Better Business Bureaus (ADR)
Access Expert (Mace?)
Kal (trainer training process)

ILRU: NCIL
Computer Network

Year Two Option: mop up - skills enhancement, updates, etc.
6100 hours

TEL: 1-202-462-5624

Jul 29.91 16:42 No.005 P.02

8/1/91: Lex - Here are our notes

EEOC/DOJ Cost Reimbursable (Cost plus Fixed Fee) Contract:

YEAR ONE: 12,000 hours

Phase One - train 400 people (5 4-5 day workshops for 80 each)

Phase Two: "Graduate level" - train 100 of 400 people (2 5-6 day workshops)

A. administrative responsibility: ILRU

- JLM* → 1. prepare program outline, literature review, etc. *+ help develop conceptual framework*
2. prepare all reports to EEOC (some with DREDF)

B. selection of participants: (DREDF/ILRU/NCIL)

C. logistics: ILRU/NCIL

small part → **D. training: DREDF**

E. follow-up:

- some of this* → 1. substantive TA: DREDF

2. oversee individual trainee projects: ILRU/NCIL?

Supervision of Subcontractors:

DREDF: Council of Better Business Bureaus (ADR)
Access Expert (Mace?)
Kal (trainer training process)

ILRU: NCIL
Computer Network

Year Two Option: mop up - skills enhancement, updates, etc.
6100 hours

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

PAGE OF

1 | 64 PAGES

2. CONTRACT NO.

3. SOLICITATION NO.

4. TYPE OF SOLICITATION
☐ SEALED BID (IFB)
☒ NEGOTIATED (RFP)5. DATE ISSUED
7/22/916. REQUISITION/PURCHASE
NO.

1000

7. ISSUED BY

CODE

8. ADDRESS OFFER TO (If other than Item 7)

U.S. Equal Employment Opportunity Comm.
Procurement Management Division
1801 L Street, N.W., Room 2505
Washington, DC 20507

Same as Block "7"

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

SOLICITATION

9. Sealed offers in original and See Page 59 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or handcarried, in the depository located in Same as Block "7" until 4:00pm local time 8/20/91
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION
CALL:

A. NAME

A. Diane Williams

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(202) 663-4227

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ☒ 10 CALENDAR DAYS ☐ 20 CALENDAR DAYS ☐ 30 CALENDAR DAYS ☐ CALENDAR DAYS
% % % %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code) 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>Supplies or Services</u>	<u>Quantity</u>	<u>Total Price</u>
Base Year 0001	Develop and provide a full range of technical assistance to a targeted cross-section of persons with disabilities.	1 LOT	\$ _____
 <u>OPTION YEAR</u>			
0002	Update training materials, provide refresher training, and monitor and provide technical assistance.	1 LOT	\$ _____

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

Americans with Disabilities Act Training and Technical
Assistance for People with Disabilities

Background and History

The Equal Employment Opportunity Commission (EEOC) has responsibility to implement and enforce the employment provisions of the Americans with Disabilities Act (ADA) (Public Law 101-336), signed into law on July 26, 1990. Concomitant with its responsibility to enforce the law's ban against discrimination in employment (Title I - Employment), EEOC is responsible for the provision of technical assistance (Title V - Miscellaneous Provisions, Section 506. Technical Assistance). Section 506 provides, in part, that:

(1) IN GENERAL. - Each Federal Agency that has responsibility ... for implementing this Act may make such ... contracts to effectuate the purposes of this Section [506]... Such ... contracts may be awarded to individuals, institutions not organized for profit ... and associations representing individuals who have rights or duties under this Act. Contracts may be awarded to entities organized for profit....

(2) DISSEMINATION OF INFORMATION. - Such ... contracts, among other uses, may be designed to ensure wide dissemination of information about the rights and duties established by this Act and to provide information and technical assistance about techniques for effective compliance with this Act.

In carrying out its responsibility to provide technical assistance under the ADA, the EEOC has set two primary objectives to achieve maximum voluntary compliance with the law: (1) create community based experts in ADA technical assistance, resource referral and dispute resolution to assist employers, persons with disabilities, and the EEOC in achieving compliance and resolving disputes in the most cost-effective and timely manner; and, (2) create an informed disability and employer community.

Further, much of the employer population covered by Title I of the ADA is a sub-set of the larger State or local government and business communities that are required to comply with Title II (Public Services) and Title III (Public Accommodations and Services Operated by Private Entities), respectively. Regulations for Titles II and III are to be issued by the Department of Justice by July 26, 1991. Because the skills necessary to train, educate, and negotiate using alternative dispute resolution techniques with employers are easily adaptable to assisting the business, broader State or local government and public accommodation communities in

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

complying with Titles II and III; and because it is in the best interest of the government to provide the most cost-effective services, any contract issued as a result of this Request for Proposal will also provide training and technical assistance on Titles II and III of the ADA with the assistance of the Department of Justice (DOJ).

SCOPE OF WORK

The purpose of this contract is to further EEOC's and DOJ's responsibility for providing technical assistance and the primary objectives by securing the services of a professional staff of people to develop and provide a full range of technical assistance to a targeted cross-section of persons with disabilities. The contractor will be responsible for holding workshops, conducting training and follow-up technical assistance to the target group for the following purposes: to assist the target group in understanding and being able to communicate the requirements of Titles I, II, and III of the ADA; to assist them in developing specific projects to train and educate persons with disabilities, employers, and other covered entities in their rights and obligations under Titles I, II, and III of the ADA; to provide the target group with training in negotiation skills and other techniques of alternate dispute resolution to enable them to resolve ADA disputes informally as well as to file a complaint or charge of discrimination; and to provide technical assistance, education, support and follow-up services to other persons with disabilities, covered entities, the EEOC, and DOJ.

The EEOC and DOJ believe that most employers and other covered entities wish to comply with the requirements of the ADA. Disagreements between persons with disabilities and employers and other covered entities over compliance issues are, however, inevitable. To the extent that disputes arise as a result of misunderstanding rather than a willful refusal to comply, such disputes may be resolved more easily by mediation or negotiation than by filing a charge of discrimination with the EEOC, or a complaint of discrimination with DOJ. Accordingly, this RFP places an emphasis on training in negotiation skills and other techniques of dispute resolution in the belief that the acquisition of such skills by the disability community will enhance its ability to achieve compliance in an expeditious and cost effective manner. The RFP also calls for training in how, where, and when to file a complaint or a charge of discrimination and procedures for filing a private lawsuit in order to provide the disability community with the knowledge necessary to enforce their rights.

The training workshops are to be conducted in two phases. The Phase One workshops will be designed to provide basic information on the requirements of Title I of the ADA and the EEOC's implementing regulation; the requirements of Titles II and III and DOJ's implementing regulations; and educational and technical

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

assistance techniques to a broad cross-section of the disability community. Phase Two of the workshops is designed to provide further intensive instruction to a select group of the Phase One participants. Phase Two participants will be trained to be community based ADA technical assistance experts who can provide effective training, resource referral and problem-solving assistance to local employers, persons with disabilities and the Area, Local or District EEOC office in their vicinity.

Furthermore, the contractor is expected to provide criteria and a sound methodology for ensuring and evaluating that participants understand the terms of the agreement.

Phase One of the workshops will target a select group of 400 participants who shall be persons with disabilities; represent a broad cross-section of the population of persons with disabilities; be active members and/or staff of an organization that works with or represents disabled people; be geographically representative of the United States; and be willing to commit the time necessary to develop projects in their communities to train and educate people with disabilities, employers and other covered entities.

Phase Two of the workshops will provide further, intensive training on Title I only to 100 participants selected from among the participants of the Phase One workshops. Participants selected for the Phase Two workshops must have demonstrated a mastery of the basic requirements of the Title I regulation and an ability to accurately communicate these requirements to others. Further, the 100 select participants of Phase Two will be geographically representative of the United States; be fairly representative of the population of people with disabilities; be active members and/or staff of an organization that works with or represents people with disabilities.

Both Phase One and Phase Two participants must be willing to commit the time necessary to providing training and technical assistance to persons with disabilities; be willing and able to commit to providing education and technical assistance to employers and other covered entities in their geographic area; and, be willing to commit to providing assistance to DOJ, and EEOC District, Local and Area offices to assist EEOC and DOJ in enforcement of Titles I, II, and III of the ADA. The Phase One and Phase Two participants must agree, subject to EEOC's request and approval, to serve as trainers, technical assistance and resource experts; information and referral experts and provide resources for alternative dispute resolution for DOJ, and EEOC headquarters, District, Local and Area offices as EEOC and DOJ implement and enforce Titles I, II, and III of the ADA. Notably, it is expected that the Phase Two participants especially will be working for an organization that will support their efforts or otherwise be able to commit the time necessary to serve in this key role in the implementation and enforcement of Title I of the ADA.

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

- The contractor is to provide follow-up technical assistance to all Phase One and Phase Two participants so they can develop and carry out specific projects to help employers and other covered entities comply with Titles I, II, and III of the ADA. Follow-up activities will include on-site assistance (including projects with employers and other covered entities, individual training projects, strategy sessions, negotiating linkages with other networks), information updates, refresher updates, and telephone assistance. The contractor will provide this technical assistance throughout the duration of the contract, commencing with the end of the first Phase One workshop.

The contractor is expected to develop and execute, subject to the approval by EEOC's Project Officer (PO), written agreements with Phase One and Phase Two participants which specify projected and/or actual activities of the participants commensurate with EEOC's and DOJ's needs to provide technical assistance under Titles I, II, and III of the ADA. Such agreements serve the primary purpose of providing EEOC, as a Federal Government agency, with a sound and legitimate basis, in accordance with federal laws and regulations, for reimbursing designated participants for costs incurred for activities and/or services rendered. At minimum, the agreement will identify the participant responsibilities as stated in Phase One Outcomes and the Knowledge, Skills, and Abilities to be Acquired by the Phase One Participants from the Phase One Workshops and Follow-up Technical Assistance and Phase Two Outcomes and the Knowledge, Skills, and Abilities to Be Acquired by the Phase Two Participants from the Phase Two Workshops and Follow-up Technical Assistance.

Phase One Outcomes and the Knowledge, Skills, and Abilities to be Acquired by the Phase One Participants from the Phase One Workshops and Follow-up Technical Assistance

The 400 people with disabilities who complete Phase One of the workshops will, with the follow-up technical assistance provided by the contractor:

1. understand correctly their rights under Titles I, II, and III of the ADA regulations and be able to correctly communicate Titles I, II, and III basic rights and responsibilities to other persons with disabilities and employers and other covered entities;
2. develop and implement projects (at least one of which is to be approved by the EEOC PO) to provide at least 50 other people with disabilities with an overview of their rights under Titles I, II, and III of the ADA;
3. develop and implement projects (at least one of which is to be approved by the EEOC PO) to provide at least 30

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

employers and other covered entities with an overview of their responsibilities under Titles I, II, and III of the ADA;

4. provide employers and other covered entities with information necessary to understand the needs and abilities of people with disabilities; and
5. settle disputes with employers and other covered entities through education and negotiation.

Phase Two Outcomes and the Knowledge, Skills, and Abilities to Be Acquired by the Phase Two Participants from the Phase Two Workshops and Follow-up Technical Assistance

The 100 people with disabilities who complete Phase Two of the workshops will, with the follow-up technical assistance provided by the contractor:

1. understand and communicate correctly the requirements, rights and responsibilities of people with disabilities and employers under the regulation implementing Title I of the ADA including, but not limited to, the ability to assess the accessibility of facilities, identify cost effective methods of compliance, understand the reasonable accommodation process and identify alternative sources of funding for reasonable accommodations;
2. utilize the varied disability-related technical assistance resources and databases including, but not limited to, Technical Assistance Centers to be funded by the National Institute on Disability and Rehabilitation Research, REHABDATA, ABLEDATA, SERIES, Job Accommodation Network, and the IBM Atlanta Computer Technology Technical Assistance Center to provide information and referral services;
3. provide training in effective negotiation skills to people with disabilities;
4. provide employers with information necessary to understand the needs and abilities of people with disabilities in the workplace;
5. utilize alternative dispute resolution techniques to resolve disputes between persons with disabilities and employers to achieve voluntary compliance with Title I of the ADA;
6. identify and provide training and technical assistance to conflict resolution centers/programs to enable such

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

centers/programs to effectively resolve disputes between people with disabilities and employers under the ADA;

7. understand the structure of EEOC and procedures governing enforcement of Title I of the ADA including the charge filing process, how to document discrimination and file a private lawsuit;
8. provide ADA training, technical assistance and assistance in the effective utilization of alternative dispute resolution techniques to assist EEOC in enforcement of Title I of the ADA;
9. develop and implement projects to educate at least 100 people with disabilities on their rights under Title I of the ADA; and
10. develop and implement projects to assist at least 50 employers in their communities in compliance with the Title I ADA regulations.

The structure and detail of the Phase One workshops must address and must provide participants with the five (5) areas of knowledge, skills, and abilities described above under Phase One Outcomes and the Knowledge, Skills, and Abilities to be Acquired by the Phase One Participants from the Phase One Workshops and Follow-up Technical Assistance to ensure that projects and activities are effectively carried out.

The structure and detail of the Phase Two workshops must address and must provide participants with the ten (10) areas of knowledge, skills, and abilities described above under Phase Two Outcomes and the Knowledge, Skills, and Abilities to Be Acquired by the Phase Two Participants from the Phase Two Workshops and Follow-up Technical Assistance to ensure that projects and activities are effectively carried out.

The contractor shall provide follow-up technical assistance beginning at the end of the first Phase One workshop to provide direct support for participants to ensure that projects and activities are effectively carried out. The follow-up assistance shall include information updates, refresher updates, telephone and on-site assistance to assist participants with activities for particular employers, employer training techniques, strategy sessions and negotiating linkages with other networks.

To accomplish the efforts described above, the contractor shall:

1. develop specific objectives for workshops and follow-up technical assistance;

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

2. locate and utilize existing educational materials and methods, to the extent possible, that are to be used in conducting workshops, including a curriculum suitable for a full four or five-day program for Phase One and a full five or six-day program for Phase Two; and, develop procedures for provision of follow-up technical assistance to workshop participants;
3. develop a detailed logistical plan for arranging and conducting workshops and follow-up technical assistance; and improve the effectiveness of the educational and logistical plans by conducting ongoing evaluations and revisions (as necessary) of the Phase One and Phase Two workshops and follow-up technical assistance;
4. develop a tool to measure and report outcomes and results of this contract on an "as needed" and regular basis;
5. conduct five (5) four or five-day workshops for 80 participants each for Phase One and conduct two (2) five or six-day workshops for 50 participants each for Phase Two and conduct follow-up technical assistance for workshop participants to ensure that projects and activities are effectively implemented; and
6. submit seven administrative reports and a final report to EEOC.

Task 1: Develop specific workshops and technical assistance objectives.

The contractor shall develop specific objectives appropriate for workshops and follow-up technical assistance. These objectives will require approval by the EEOC Project Officer.

The Phase One objectives shall be developed to provide participants with the five (5) areas of knowledge, skills, and abilities described above in Phase One Outcomes and the Knowledge, Skills, and Abilities to be Acquired by the Phase One Participants from the Phase One Workshops and Follow-up Technical Assistance.

The Phase Two objectives shall be developed to provide participants with the ten (10) areas of knowledge, skills, and abilities described above in Phase Two Outcomes and the Knowledge, Skills, and Abilities to Be Acquired by the Phase Two Participants from the Phase Two Workshops and Follow-up Technical Assistance.

In order to accomplish this task, the contractor shall perform the following sub-tasks:

1.1: Conduct interviews with knowledgeable persons with disabilities, employers, with knowledgeable EEOC staff in

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

Washington and District Offices, and with knowledgeable DOJ staff for the purpose of:

1. assessing current level of knowledge among people with disabilities, employers and other covered entities about the Titles I, II, and III ADA regulations;
2. identifying the current level of activity among people with disabilities, employers, and other covered entities in understanding their rights and responsibilities under Titles I, II, and III of the ADA;
3. identifying specific problems persons with disabilities are encountering in claiming their rights under Sections 503 and 504 of the Rehabilitation Act of 1973 and state laws prohibiting discrimination against people with disabilities in employment; and
4. identifying training and technical assistance resources that are currently available that can be adapted for use under this contract.

1.2: Analyze the results of the interviews (and synthesize) for the purpose of identifying specific workshop objectives for the Phase One workshops in the five (5) areas of knowledge, skills, and abilities:

With respect to the development of projects, the contractor should note that at the conclusion of the workshops or shortly thereafter participants should have developed a project to assist one or more employers or covered entities covered by Title I, II, or III to comply with the ADA and to train and educate persons with disabilities. The contractor shall develop training objectives to ensure that these projects or projects similar to these, targeted on employers and other entities, are considered by participants. The contractor shall also develop training objectives to ensure that additional projects of a broader systemic nature are also considered.

1.3: Analyze the results of the interviews (and synthesize) for the purpose of identifying specific workshop objectives for the Phase Two Workshops in the ten (10) areas of knowledge, skills, and abilities:

With respect to the development of projects, the contractor should note that at the conclusion of the workshops the Phase Two participants should have developed a project to assist one or more employers covered by Title I to comply with the ADA and to train and educate persons with disabilities. The contractor shall develop training objectives to ensure that these projects or projects similar to these are developed by participants during and after implementation. The contractor shall also develop training

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

objectives to ensure that additional projects of a broader systemic nature are also considered. With respect to assisting EEOC the respondents should note that at the conclusion of the Phase Two workshops each participant must have developed a working relationship with the EEOC District Office in their geographic area.

1.4: Prepare a report for EEOC Project Officer (EEOC/PO) for review and approval on the activities in Task 1.1, 1.2 and 1.3 which shall include:

- names or other relevant information about persons interviewed;
- a narrative summary of the major findings of the interviews; and
- a copy of the specific training objectives developed at Task 1.2 and Task 1.3.

1.5 The contractor shall submit a draft of the report described in Task 1.4 to the EEOC Project Officer. The EEOC/PO will return the draft to the contractor along with any revisions and comments within one week after receipt of the draft.

1.6 Within two weeks of submission of the draft report described at Task 1.5, the contractor shall incorporate revisions, if any, based on comments of the EEOC/PO and submit a copy of the revised report to the EEOC/PO for final approval.

Task 2: Locate and develop educational materials and methods to be used in conducting workshops and follow-up technical assistance based on specific objectives identified in Task 1 and locate and provide expert trainers to act as instructors.

The contractor shall locate and develop educational materials and methods to be used in conducting workshops and follow-up technical assistance to meet the objectives identified and approved in Task 1. The contractor shall use existing materials to the fullest extent possible including materials developed by EEOC and DOJ for the ADA (including the Titles I, II, and III regulations, Interpretive Appendix, Handbook, Technical Assistance Manual, Questions and Answers, and other guidance material) and materials developed by federal agencies and federal contractors for use in training and technical assistance projects of a similar nature, where appropriate. All educational materials will be student-oriented, i.e., the essential content to be learned will be available from the materials, not imparted from the instructor. All materials shall be provided in alternate format to meet the needs of specific disabilities (Braille, large print, audio-tape, computer disk, captioned films, etc.). Methods for presenting

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

course materials shall include, but not be limited to lectures, video tapes, discussion, role-playing, analysis and problem solving techniques and simulations. Media shall be appropriately adapted to instructional methods to provide a wide-range of experience with the subject matter. All educational materials must be presented to the EEOC project officer for clearance and may not be used until approved as an accurate statement of law or policy. Methods for providing follow-up technical assistance shall include, but not be limited to: materials, information updates, refresher updates, telephone assistance and on-site assistance to assist participants with activities for particular employers and other covered entities, covered entity training, strategy sessions and negotiating linkages with other networks. These materials and methods shall serve as a basis for:

1. conducting the 5 four or five-day workshops and the 2 five or six-day workshops; and
2. assisting participants to carry out their projects.

The educational materials and methods used for Phase One participants must encompass the five (5) areas of Phase One Outcomes and Knowledge, Skills, and Abilities.

The educational materials and methods used for Phase Two participants must encompass the ten (10) areas of Phase Two Outcomes and Knowledge, Skills, and Abilities.

In order to accomplish this task, the contractor shall perform the following sub-tasks:

- 2.1: The contractor shall conduct a literature review which shall include, but is not limited to, professional journals and other publications pertaining to education, training, and program management.

Special attention shall be given to related EEOC, Department of Justice, National Institute on Disability and Rehabilitation Research and Rehabilitation Services Administration documents, to publications by programs serving persons with disabilities, to legislation, regulations and guidelines which apply to the ADA and to methods already developed under federal contracts of a similar nature.

The Contractor shall be required to demonstrate a working knowledge of various rehabilitation and disability related computer databases and technical assistance networks including, but not limited to, the programs funded and/or directed by the National Institute on Disability and Rehabilitation Research and other private and federal entities.

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

2.2: The contractor shall provide or have readily accessible through "contractor team arrangements", sufficient personnel resources and a level of effort, for his/her own staff, as well as for those with whom he/she has sub-contracted. "Contractor team arrangement" means an arrangement in which:

- a) Two or more entities form a partnership or joint venture to act as a potential prime contractor; or
- b) A potential prime contractor agrees with one or more entities to have them act as its sub-contractors under a specified government contract. 48 C.F.R. 9.601(a)(b).

The contractor must be able to perform adequately the following functions:

Project Direction and Administration

Staff responsible for project direction and administration must have demonstrated experience in development of and planning for the conceptual framework of a national level project comparable to the project identified in this Request For Proposal. Administrative or management staff shall have demonstrated experience in the development and implementation of project budgets, the management and monitoring of obligations and expenditures, and the direction of personnel. Administrative staff shall demonstrate the ability to formulate appropriate strategies, policies and instructions to ensure the accomplishment of the project's goals and mission.

Project staff shall have a demonstrated ability, acquired through work or life experience, to understand the needs and aspirations of people with disabilities.

Project staff shall demonstrate experience and skills in the development and implementation of adequate information, evaluation, and general support systems and in assuring the efficient delivery of budgetary, financial and administrative reports required by this contract.

Offerors utilizing a "contractor team arrangement", consultants or, in any other way, personnel who are not employees should indicate how they will establish accountability for those entities and/or individuals to ensure timely completion of tasks and provide the credentials (for example, curriculum vitae and reports) of all team members.

Training Development and Instruction

Training staff shall have demonstrated ability as an instructor and specified responsibilities for conducting

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

project workshops. Each instructor identified must have the requisite credentials and experience in providing training in his/her assigned topic for the workshops. In particular, instructors providing training on the substantive requirements of Titles I, II, and III of the ADA must have demonstrated knowledge of Titles I, II, and III and the EEOC's and DOJ's regulations through previous writing and/or lecturing. Instructors in techniques of dispute resolution, including negotiation and mediation, shall have demonstrated knowledge and actual experience in training and applying such techniques to settle disputes between employers and employees. Instructors in techniques of the provision of technical assistance shall have demonstrated experience with skills in communicating and directing technical assistance and a knowledge of the experience with organizations and representatives within the national disability community, and a representative within the national disability community, and a knowledge of and experience with the resources and services offered by existing rehabilitation, independent living and employment services providers. The EEOC will provide one professional staff person to answer complex questions of Title I policy at each Phase One and Phase Two workshop. DOJ will provide one professional staff person to answer complex questions of Titles II and III at each Phase One workshop. The EEOC and DOJ will not, however, provide instructors for any workshop.

Project Logistics and Support

The contractor shall provide sufficient level of effort and the requisite staffing pattern to ensure that necessary logistics and support services are available for conducting the required workshops and other project activities. Logistics and support services shall include scheduling of transportation and facilities, procurement and management of equipment, contractual services, and supplies, and employee assistance.

- 2.3: The contractor shall develop a conceptual framework to serve as the model and practical context within which all subsequent tasks are to be performed. The conceptual framework shall represent the synthesis and integration of major ideas and findings which emerge from the literature review augmented by the contractor's own knowledge and by information gained through personal contact with persons directly experienced with educating people with disabilities in their rights and responsibilities under the ADA and other civil rights laws protecting people with disabilities.

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

Essential to this task will be the development of methods of conducting the follow-up technical assistance to participants to insure that participant projects are successfully carried out.

EEOC considers this section as particularly important to the success of this result-oriented procurement. As a minimum the contractor shall include the following elements in its conceptual framework:

- participant development of activity plans to accomplish specific projects;
- designate staff with the specific responsibility for implementing follow-up technical assistance to help participants accomplish their projects and other technical assistance, information, referral and dispute resolution activities;
- procedures to ensure timely assistance on a regular or "as needed" basis for each participant;
- a record keeping system to track and document the type of assistance given, the progress of each participant, the accomplishment and failures of each participant, the accomplishments and failures by type and size of employer. The contractor should develop the capacity to provide case studies of accomplishments and problems to EEOC on an "as-needed" basis; and
- in addition to the administrative reports (see Task 7), a final report is required. This report should also provide specific suggestions on policy areas requiring clarification as well as proposals for improving the technical assistance program in the future.

2.4 The contractor shall develop the four or five-day curriculum for the Phase One workshops and the five or six-day curriculum for the Phase Two workshops and plan for conducting the follow-up technical assistance in accordance with the conceptual framework, as described above at Task 2.3. Essential to this task is development of the educational materials package which shall be used in conducting the workshops. In developing this package, special attention shall be given to using existing materials identified at Task 2.1 above.

2.5 The contractor shall prepare a report on Task 2 which shall consist of:

- a brief description of methods, procedures, and activities;

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

- a summary of results of the effort;
 - a draft of the conceptual model (2.3);
 - a draft of the planned four or five-day training curriculum for the Phase One workshops and a draft of the planned five or six-day curriculum for the Phase Two workshops and follow-up technical assistance together with copies of each piece of educational material to be used in the training (2.4);
 - a concise bibliography of sources and references (2.1); and
 - the names, addresses, curriculum vita and professional references for each trainer and the topic area(s) the individual will be responsible for in the workshops (2.2).
- 2.6 The contractor shall submit a draft of the report described in Task 2.5 to the EEOC Project Officer. The EEOC/PO will return the draft to the contractor along with any revisions and comments within one week after receipt of the draft.
- 2.7 Within two weeks of submission of the draft report described at Task 2.5, the contractor shall incorporate changes and modifications to the conceptual model, four or five-day workshop curriculum, five or six-day workshop curriculum and follow-up technical assistance based on comments of the EEOC/PO and submit a copy, if any, of the Revised Conceptual Model, four or five-day workshop curriculum, five or six-day workshop curriculum and follow-up technical assistance plan to the EEOC/PO for approval. Workshops cannot begin until these materials have been given final approval by the EEOC/PO.

TASK 3: Develop detailed "Logistical Plan" for arranging and conducting the workshops and follow-up technical assistance to ensure successful implementation of participant projects and develop a methodology and plan for conducting ongoing evaluations of the workshops and technical assistance.

The contractor shall develop a detailed "Logistical Plan" for arranging and conducting the Phase One and Phase Two workshops and follow-up technical assistance. This plan shall include:

- developing the methodology and criteria for selection of the 400 persons with disabilities who will participate in Phase One workshops and receive follow-up technical assistance;

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

- developing the methodology and criteria for selection of the 100 participants from the Phase One workshops who will participate in the Phase Two workshops and receive follow-up technical assistance;
- developing a methodology for modifying the workshops and follow-up technical assistance based on an ongoing evaluation;
- developing the procedures and methods for providing necessary support and logistics for conducting the workshops;
- developing the procedures and methods for providing necessary support and logistics for conducting follow-up technical assistance;
- identifying sites for staffing the workshops; and
- specifying dates for conducting the workshops.

In performing this task, the contractor shall:

3.1: Develop a plan (including sites and dates) subject to approval of the EEOC/PO which specifies the methodology and criteria for selection of persons with disabilities who will participate in the workshops and receive follow-up technical assistance. (Note: the EEOC/PO shall have the right to review and approve all participants selected for the Phase One and Phase Two workshops and follow-up technical assistance.) Such plans must include but are not limited to:

- plans for achieving participation of persons with disabilities representative of the population protected by the ADA;
- plans for guaranteeing the participation of a significant number of persons with disabilities covered by the ADA who are also members of minority groups;
- plans for identifying and recruiting persons with disabilities who evidence capabilities and commitment to develop and implement projects and activities designed to improve compliance with the ADA regulations; and,

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

- procedures and criteria for selecting persons with disabilities for participation in the training workshops and follow-up technical assistance and receiving clearance from the EEOC/PO.

3.2: Develop detailed plans (including sites and dates) specifying procedures and methods for providing necessary support and logistics. Such plans must include but are not limited to:

- plans for securing assistance from local groups and organizations;
- a list of the requisite workshop supplies and materials;
- plans for making the workshops accessible, e.g., interpreters for the deaf, readers for visually-impaired persons, attendants, gel cell batteries for loan to participants who use power wheelchairs, etc.;
- plans to ensure that representatives from the appropriate EEOC District Office and DOJ are available to enable the development of future working relationships with the EEOC and DOJ;
- plans to ensure that a EEOC and DOJ Headquarters professional staff person is at each workshop to answer complex questions on Titles I, II, and III policy; and
- plans for housing and transportation of participants. It is expected that most participants will provide their own room and board and transportation. In unusual hardship circumstances, the contractor, in consultation with the EEOC/PO, may provide financial assistance (i.e., room and board and transportation) to participants in need of such assistance.

3.3: Identify and assess the feasibility of sites and dates for conducting the Phase One and Phase Two workshops. In carrying out this task, the contractor shall:

- develop plans for publicizing and promoting the workshops to assist in obtaining the most qualified workshop participants and support from local groups and organizations;

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

- examine geographic, population, and relevant resource characteristics of the target area;
- assess the availability of requisite support facilities, equipment, and personnel identified in Task 3.1;
- assess the extent to which relevant local groups and organizations will assist in planning and arranging the workshops; and
- assess the feasibility and cost-effectiveness of holding all or some of the workshops at a centrally located site.

3.4: Develop a methodology for evaluating and revising the workshops (including sites and dates) and follow-up technical assistance.

The contractor shall develop a methodology for an on-going evaluation and modification (as deemed necessary) of the workshops and follow-up technical assistance including:

- evaluating the effectiveness of the approved conceptual model, workshop curriculum and logistical plan for the workshops and follow-up technical assistance;
- identifying weaknesses in methods and materials used in the workshops;
- identifying weaknesses in logistical plans;
- identifying weaknesses in the provision and content of the follow-up technical assistance; and
- revising the methods and/or materials to reduce or eliminate apparent weaknesses.

3.5: The contractor shall submit a draft of the report of the plans described at 3.1, 3.2, 3.3 and 3.4 to the EEOC Project Officer. The EEOC/PO will return the draft to the contractor along with any revisions and comments within one week after receipt of the draft.

3.6 Within two weeks of submission of the draft report described at Task 3.5, the contractor shall incorporate changes and modifications, if any, based on comments of the EEOC/PO and submit a copy of the revised report described in 3.5 to the EEOC/PO for final approval.

SECTION C - DESCRIPTION/ SPECS./WORK STATEMENT (continued)

Workshops cannot begin until these materials have been given final approval by the EEOC/PO.

Task 4: Develop a methodology and tool to measure, track and report the outcomes and results of this contract on an "as needed" and regular basis with the administrative reports (See Task 7) and the Final Report.

The contractor shall also develop a methodology and tool to track and report on the outcomes and results (success and failure) of this contract. Such a methodology and tool will collect data, information, anecdotal and case studies that will address, among others, such issues as:

- the numbers of people trained;
- numbers of materials and information referrals and resources provided;
- the cost savings, number of applicants and/or employees and employers benefited and the overall actual or potential cost-effectiveness of this contract;
- other items that will document the compliance and "change" that occurred as a result of this contract; and
- the services/activities performed by the participants pursuant to the written agreement as identified in the Scope of Work.

The Contractor shall provide the reports that result from this Task on an "as needed" basis, with the Administrative Reports (See Task 7) and in the Final Report.

4.1: The contractor shall submit a draft of the report of the methodology and tools described at 4.0 to the EEOC Project Officer. The EEOC/PO will return the draft to the contractor along with any revisions and comments within one week after receipt of the draft.

4.2: Within two weeks of submission of the draft report described at Task 4.1, the contractor shall incorporate changes and modifications, if any, based on comments of the EEOC/PO and submit a copy of the revised report described in 4.1 to the EEOC/PO for final approval. Workshops cannot begin until these materials have been given final approval by the EEOC/PO.

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

Task 5: Conduct the Phase One workshops and follow-up technical assistance.

Upon approval by the EEOC/PO of the revised plans, materials and evaluation tool the contractor shall proceed with conducting five (5) Phase One workshops and follow-up technical assistance according to the schedule developed and procedures established.

5.1: The contractor shall execute all approved activities necessary to conduct the Phase One workshops and follow-up technical assistance.

5.2: The contractor shall execute all approved activities necessary to evaluate and revise, if necessary, the Phase One workshops and follow-up technical assistance.

Task 6: Conduct the Phase Two workshops and follow-up technical assistance.

Upon completion of the Phase One Workshops and approval by the EEOC/PO of the revised plans, materials and evaluation tool the contractor shall proceed with conducting two (2) Phase Two workshops and follow-up technical assistance according to the schedule developed and procedures established.

6.1: The contractor shall execute all approved activities necessary to conduct the Phase Two workshops and follow-up technical assistance.

6.2: The contractor shall execute all approved activities necessary to evaluate and revise, if necessary, the Phase Two workshops and follow-up technical assistance.

Task 7: The Contractor shall prepare and submit seven administrative reports at 4-week intervals throughout the conduct of Task 5 and Task 6 which consist of:

- a description of the principal accomplishments of each workshop, including a summary of participant evaluations (Include this item in administrative reports until completion of all workshops.);
- problems encountered in workshops and status of previously reported problems (Include this item in administrative reports until completion of all workshops.);

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

- plans for revising the workshops based on the evaluations (Include this item in administrative reports until completion of all workshops.)
- a progress report on the types of follow-up assistance given, the progress of each participant, and the major accomplishments; specifically, the contractor shall provide the following information:
 1. Number of participants in workshops (Include this item in administrative reports until completion of all workshops.)
 - a) since previous report
 - b) cumulative
 2. Description of participants, projects, and activities underway
 - a) for projects started since previous report
 - b) cumulative
 3. Results accomplished for each project or activity described including anecdotal information on actions taken by employers and covered entities to comply with Titles I, II, and III of the ADA as a result of the project.
 - a) for projects started since previous report
 - b) cumulative
 4. Activities accomplished that will lead to results (specify what activities are targeted on certain types of problems, certain types of employers or other business entities, etc.) and documentation and descriptions of results achieved from earlier activities.
 - a) for projects started since previous reports
 - b) cumulative

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

5. Documented number of persons with disabilities or employers and other covered entities affected by results
 - a) for projects started since previous report
 - b) cumulative
6. Potential number of people with disabilities or employers and other covered entities affected by results
 - a) for projects started since previous report
 - b) cumulative
7. Documented number of technical assistance requests
 - a) to date
 - b) cumulative
8. Documented number of responses to technical assistance requests
 - a) to date
 - b) cumulative
9. Other results and outcomes as described in Task 4.
 - status of adherence to schedules;
 - proposed modifications to approved plans; and
 - effort planned for next reporting period.

Task 8: Upon completion of Tasks 5, 6 and 7 the contractor shall submit to the EEOC/PO a final report for the project which shall consist of:

- a statement of purposes and objectives;
- a summary of the conceptual framework;
- a description and activities for delivery of the workshops and follow-up technical assistance;

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

- a detailed discussion of outcomes of follow-up technical assistance activities (accomplishments and failures) by type and size of covered entity; specifically, the contractor shall provide:
 1. Tabular presentations of cumulative data from numbers 1-6 of the administrative reports.
 2. Anecdotal information of changes made by covered entities to come into compliance as a result of technical assistance, information referral or disputes resolved.
- specific proposals for improving the technical assistance programs.
- five copies of the Task 4 cumulative report and ten copies of the final report.
- all training and technical assistance materials.

Copy of each piece of educational material, guidelines, and supplementary documentation judged to be necessary or useful will be attached as appendices.

- 8.1: The contractor shall submit a draft of the final report described at 8.0 to the EEOC Project Officer. The EEOC/PO will return the draft to the contractor along with any revisions and comments within one week after receipt of the draft.
- 8.2: Within three weeks of submission of the draft report described at Task 8.1, the contractor shall incorporate changes and modifications, if any, based on comments of the EEOC/PO and submit a copy of the revised report described in 8.1 to the EEOC/PO for final approval.

Additional Important Considerations

Sensitivity to discrimination against people with disabilities and lack of equality in access to services, facilities, and employment opportunities can also be related to discrimination on the basis of race, color, national origin, sex, religion, and age. The contractor must show sensitivity to and understanding of problems of discrimination against minorities, including persons of limited English-speaking ability, women, older persons, and persons with disabilities. It will be important for the contractor to demonstrate knowledge of and experience with advocacy for the disability community, disability networks, disability issues in employment, and disability and rehabilitation resources.

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

OPTION YEAR ONE

Task 1: Update training materials and technical assistance.

The contractor shall update training materials to incorporate information from documents (e.g., EEOC and DOJ policy guidance and Technical Assistance Manuals) issued since preparation of training materials and curriculum for the Phase One and Phase Two workshops.

In order to accomplish this task, the contractor shall perform the following sub-tasks:

- 1.1: Review the Administrative Reports and Final Report resulting from the original Project to determine if there are specific proposals to improve technical assistance and training materials;
- 1.2: Review training and technical assistance materials that are currently available and that have been issued since preparation of materials for the Phase One and Phase Two workshops;
- 1.3: Determine which materials should be included in refresher training materials for the Phase One and Phase Two workshop participants; and
- 1.4: Update/revise training materials and technical assistance to incorporate relevant materials and information.

Task 2: Provide refresher training for Phase one and Phase Two participants.

The contractor shall provide refresher training for Phase One and Phase Two participants, upon determination of training needs. This training is to be done through the dissemination of updated training materials.

In order to accomplish this task, the contractor shall perform the following sub-tasks:

- 2.1: Assess the current level of knowledge of the Phase One and Phase Two participants;
- 2.2: Identify specific training needs of Phase One and Phase Two participants, respectively;
- 2.3: Disseminate materials prepared pursuant to Task 1;
- 2.4: Prepare a report for EEOC PO for review and approval of the activities in Task 1, 2.1, 2.2, and 2.3 which shall include:

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

- bibliography of materials reviewed
 - updated/revised materials
 - assessment tool to evaluate knowledge of participants
- 2.5 The contractor shall submit a draft of the report described in Task 2.4 to the EEOC Project Officer. The EEOC/PO will return the draft to the contractor along with any revisions and comments within one week after receipt of the draft; and
- 2.6 Within two weeks of submission of the draft report described at Task 2.5, the contractor shall incorporate revisions, if any, based on comments of the EEOC/PO and submit a copy of the revised report to the EEOC/PO for final approval.
- Task 3: The contractor shall monitor and provide technical assistance to Phase One and Phase Two participants as they:
- provide training and technical assistance to people with disabilities;
 - provide education and technical assistance to covered entities in their geographic area;
 - provide assistance to DOJ and EEOC district, area, and local offices to assist DOJ EEOC in enforcement of Titles I, II, and III of the ADA;
 - serve as trainers, technical assistance, and resource experts;
 - serve as information and referral experts; and
 - provide resources for alternative dispute resolution for DOJ and EEOC headquarters, district, area, and local offices as EEOC and DOJ implement and enforce Titles I, II, and III of the ADA.

In order to accomplish this task, the contractor shall perform the following sub-tasks:

- 3.1: Update and execute, subject to the approval by EEOC's PO, written agreements prepared for the original Project, which specified projected and/or actual activities of the participants, commensurate with EEOC's and DOJ's needs, to provide technical assistance under Titles I, II and III of the ADA;

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

provide technical assistance under Titles I, II and III of the ADA;

3.2: Monitor these written agreements; and

3.3: Continue follow-up activities that will include on-site assistance, information updates, refresher updates, and telephone assistance.

Task 4: Develop and establish a pool of individuals from the Phase Two participants who will serve as a subcontracting pool to be accessed by EEOC headquarters, district, area, and local offices for assistance in implementing Title I of the ADA.

In order to accomplish this task, the contractor shall perform the following sub-tasks:

4.1: Develop criteria, subject to approval by the EEOC PO, to identify the pool of individuals which will include:

- mastery of information;
- availability;
- geographical proximity to EEOC offices; and
- resources;

4.2: Designate the pool of individuals, subject to approval by the EEOC PO; and

4.3: Develop a schedule of fee-for-services, subject to approval by the EEOC PO, to be used by EEOC to reimburse pool of individuals for services rendered.

4.4 Continue to provide technical assistance services throughout the 52 week term of the option period.

Task 5: The contractor shall prepare and submit administrative reports at 4-week intervals throughout the conduct of Tasks 1-4 which consist of:

1. Number of participants trained

- a) since previous report
- b) cumulative

2. Description of participants' projects and activities underway

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

3. Results accomplished for each project or activity described including anecdotal information on actions taken by employers to comply with Title I of the ADA as a result of the project or activities
 - a) for projects started since previous report
 - b) cumulative
 4. Activities accomplished that will lead to results (specify what activities are targeted on certain types of problems, certain types of employers or other business entities, etc.) and documentation and descriptions of results achieved from earlier activities.
 - a) for projects started since previous reports
 - b) cumulative
 5. Documented number of persons with disabilities or employers affected by results
 - a) for projects started since previous report
 - b) cumulative
 6. Potential number of people with disabilities or employers affected by results
 - a) for projects started since previous report
 - b) cumulative
 7. Documented number and description of consultant (paid) services provided to EEOC headquarters, district, area, and local offices
 - a) for services provided since previous report
 - b) cumulative
- status of adherence to schedules;
 - proposed modifications to approved plans; and
 - effort planned for next reporting period.

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT (continued)

Task 6: Upon completion of the above Tasks, the contractor shall submit to the EEOC/PO a final report for Option Year One which shall consist of:

- a description and activities for provision of the refresher training and technical assistance;
- a detailed discussion of outcomes of follow-up technical assistance activities (accomplishments and failures) by type and size of covered entity; specifically, the contractor shall provide:
 1. Tabular presentations of cumulative data from the administrative reports.
 2. Anecdotal information of changes made by covered entities to come into compliance as a result of technical assistance, information referral or disputes resolved.
 3. Other results and outcomes as described in above Tasks.

One copy of each piece of educational material, guidelines, and supplementary documentation judged to be necessary or useful will be attached as appendices.

- 6.1: The contractor shall submit a draft of the final report described at 6.0 to the EEOC Project Officer. The EEOC/PO will return the draft to the contractor along with any revisions and comments within one week after receipt of the draft.
- 6.2: Within three weeks of submission of the draft report described at Task 6.1, the contractor shall incorporate changes and modifications, if any, based on comments of the EEOC/PO and submit a copy of the revised report described in 6.1 to the EEOC/PO for final approval.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

All deliverables shall be packaged in a manner that will assure acceptance by common carrier and safe delivery to destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCPETANCE

Inspection and acceptance of the services to be performed hereunder shall be made by the EEOC Contract Monitor. The Contract Monitor shall be responsible for review of all contract deliverables and shall inform the Contractor in writing of the Government's acceptance of those deliverables. The Contract Monitor shall have final authority to accept or reject each deliverable. The acceptance or rejection of each deliverable will take place within 30 days of the receipt of the deliverable.

E.2 NOTICE: The following solicitations provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-5 INSPECTION OF SERVICES--COST REIMBURSEMENT APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

Performance under this contract shall be from the effective date of the contract and must be completed within twelve (12) months thereafter.

The follow-up technical assistance required by tasks 5 and 6 shall commence immediately following the first Phase I workshop and continuing until September 30, 1992.

F.2 TIME OF DELIVERY

The Government requires delivery to be made according to the following schedule:

SECTION F - DELIVERIES OR PERFORMANCE (continued)

BASE YEAR

DELIVERABLES

<u>Task</u>	<u>Deliverable</u>	<u>Quantity</u>	<u>Due Week</u>
1.5	Draft Task 1.4 Report	5 copies	4
1.6	Final Task 1.4 Report	5 copies	6
2.6	Draft Task 2.5 Report	5 copies	8
2.7	Final Task 2.5 Report	5 copies	10
3.5	Draft Task 3.1, 3.2, 3.3, & 3.4 Reports	5 copies	9
3.6	Final Task 3.1, 3.2, 3.3, & 3.4 Reports	5 copies	11
4.1	Draft Task 4.1 Report	5 copies	13
4.2	Final Task 4.1 Report	5 copies	15
7	Administrative Reports		
	1	5 copies	19
	2	5 copies	23
	3	5 copies	27
	4	5 copies	31
	5	5 copies	35
	6	5 copies	39
	7	5 copies	43
8.1	Draft Final Report	5 copies	49
8.2	Final Report	10 copies	52

These products shall be delivered to the EEOC's Project Officer at 1801 L Street, N.W., Washington, D.C., 20507. Deliveries shall be made by the most expeditious means available, commensurate with requirements of the Project Officer. All products shall be packaged to assure safe delivery.

SECTION F - DELIVERIES OR PERFORMANCE (continued)

OPTION YEAR

DELIVERABLES

<u>Task</u>	<u>Deliverable</u>	<u>Quantity</u>	<u>Due Week</u>
2.3	Task 2.3 Report	5 copies	4
2.5	Draft Task 2.4 Report	5 copies	4
2.6	Final Task 2.4 Report	5 copies	6
4	Draft Task 4 Report	5 copies	8
4.1	Final Task 4 Report	5 copies	12
5	Administrative Reports		
	1	5 copies	10
	2	5 copies	14
	3	5 copies	18
	4	5 copies	22
	5	5 copies	26
	6	5 copies	30
	7	5 copies	34
	8	5 copies	38
	9	5 copies	42
	10	5 copies	46
6.1	Draft Final Report	5 copies	49
6.2	Final Report	10 copies	52

These products shall be delivered to the EEOC's Project Officer at 1801 L Street, N.W., Washington, D.C., 20507. Deliveries shall be made by the most expeditious means available, commensurate with requirements of the Project Officer. All products shall be packaged to assure safe delivery.

SECTION F - DELIVERIES OR PERFORMANCE (continued)

F.3 PLACE OF DELIVERY

Deliverables to be furnished hereunder shall be delivered, all transportation charges paid, to:

U.S. Equal Employment Opportunity Commission
Office of Legal Counsel
1801 L Street, N.W.
Washington, DC 20507

F.4 NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.212-13 STOP-WORK ORDER-ALTERNATE I

AUG 1984

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

The person authorized to execute the contract on behalf of the Government and any other Government employee who is properly designated Contracting Officer. Notwithstanding any of the provisions of this contract, the Contracting Officer shall be the only individual authorized to redirect the effort or in any way amend or modify any of the terms of the contract.

G.2 REPRESENTATIVES OF THE CONTRACTING OFFICER

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or in general monitoring the work to be performed under the contract. Such designations will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation shall be furnished to the contractor.

- a. Contract Administrator (CA). The Government individual designated at time of contract award who is responsible for monitoring all contract terms and conditions including the conduct of all negotiations incident to modification of the contract, when required, and preparation of all contractual documents.
- b. Contract Monitor (CM). The Government individual designated at time of contract award who is responsible for guiding the technical aspects of the project for the Project Officer and for general surveillance of the work performed. The CM will provide interface between the Government and the contractor and will monitor progress of the project and ascertain, for purposes of approval for payment, that the performance of the contractor is acceptable with respect to content, quality of services and materials. The CM will not be authorized to make commitments or change any contract terms and conditions.

G.3 INVOICE INSTRUCTIONS

- a. General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract and all subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Procurement Management Division, 1801 L Street, N.W., Room 2505, Washington, DC 20507.

- b. Invoice Forms. The contractor may use copies of Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, or contractor's regular invoice.
- c. Invoice Requirements. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
- (1) Name of the business concern and invoice date;
 - (2) Contract number of other authorization for delivery of property or services;
 - (3) Description, price, and quantity of property and/or services actually delivered or rendered;
 - (4) Shipping and payment terms;
 - (5) Name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
 - (6) Other substantiating documentation or information as required by the contract.

G.4 SUBMISSION OF INVOICES

Step 1 - The contractor will prepare, sign and submit the original invoice, Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, or contractor's regular invoice to:

Equal Employment Opportunity Commission
Financial Management Division
1801 L Street, N.W., Room 2005
Washington, DC 20507

Step 2 - The contractor will also submit two (2) copies of the Standard Form 1034 or regular invoice along with supporting documentation to the Contract Monitor. The Contract Monitor will review the Standard Form 1034 or contractor's invoice and, if found proper and complete, will certify by memorandum in duplicate.

Step 3 - The Contract Monitor will mail one (1) copy of the invoice with certification to:

Equal Employment Opportunity Commission
Financial Management Division
1801 L Street, N.W., Room 2005
Washington, DC 20507

Step 4 - The Contract Monitor will send a copy of the invoice and certification to:

Equal Employment Opportunity Commission
Director, Procurement Management Division
1801 L Street, N.W., Room 2505
Washington, DC 20507

for inclusion in the contract file, and one copy will be retained for the Contract Monitor's file.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 COST PLUS FIXED FEE COMPLETION TYPE CONTRACT

This is a cost-plus fixed fee completion type contract. The contractor is expected to produce the deliverables stated in Section F - Deliveries or Performance of the contract within the negotiated estimated cost. However, we don't anticipate that more than 12,000 hours of professional staff will be devoted for the base year and 6,100 hours of professional staff for the option year.

H.2 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5; or that the contractor has disclosed all such relevant information.
- (b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The EEOC may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the contractor from Government contracting, and pursue such other remedies as may be permitted by law or this contract.
- (d) The contractor further agrees to insert in any subcontract consultant agreement hereunder provisions which shall conform substantially to the language of this clause, including this paragraph.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (continued)

H.4 SUBSTITUTION OF PERSONNEL

- (a) The offeror agrees to assign to the contract those persons whose resumes were submitted with his proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.
- (b) The offeror agrees that during the first ninety (90) days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by Paragraph (c) below. After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least fifteen (15) days in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (c) below.
- (c) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed by him to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof.

H.5 TITLE TO MATERIALS

Upon the making of any payment under a contract resulting from this solicitation, title of all materials and work in process acquired or produced by the contractor for performance under the contract and chargeable thereto shall vest in the Government, provided that nothing herein shall relieve the contractor or the Government of any of their respective rights or obligations under the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (continued)

H.6 PROTECTION OF CONFIDENTIAL INFORMATION

Under the terms of this contract, the contractor, when dealing with information gathered, created, or provided to it to fulfill the requirements of the project, expressly agrees to process the material in accordance with the privacy act and confidentiality requirements of agency rules, regulations and orders. Specifically, the contractor agrees to the following points:

1. Any information or material provided by EEOC, gathered or developed by the contractor, will be used by the contractor only for the express purpose of accomplishing the agreed-upon goals of the project.
2. Information provided to or gathered by the contractor will be maintained by the contractor in a secure location in such a manner as to restrict access to only those employees who have a legitimate need to see or review the material in order to accomplish the project.
3. The contractor shall consider all data and information derived therefrom as confidential. The contractor shall not disclose any confidential information obtained in the performance of the contract, and shall promptly notify the EEOC of any unauthorized disclosure.
4. These provisions shall be included in any subcontracts awarded under this contract.

H.7 CEILING PRICE

The contractor shall not make expenditures or incur obligations in performance of this contract which exceed the ceiling price specified herein, except at the contractor's own risk.

H.8 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government may extend the term of this contract by written notice to the Contractor by the first day of the option year or within 30 days after funds for the option year are made available to the Contracting Officer, whichever date is the latter; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

PART II - CONTRACT CLAUSES

VI. SECTION I - CONTRACT CLAUSES - COST-REIMBURSEMENT SERVICES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I.2 NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	DEFINITIONS	APR 1984
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	MAY 1989
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	APR 1984
52.215-2	AUDIT-NEGOTIATION	DEC 1989
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	APR 1988
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	APR 1985
52.215-30	FACILITIES CAPITAL COST OF MONEY	APR 1984
52.215-31	WAIVER OF FACILITIES CAPITOL COST OF MONEY	SEP 1987
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.216-7	ALLOWABLE COST AND PAYMENT	APR 1984
52.216-8	FIXED FEE	APR 1984
52.217-8	OPTION TO EXTEND SERVICES	AUG 1989
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 1989
	Para (a): <u>by the first day of the option year or within 30 days after funds are made available to the Contracting Officer</u>	
	Para (c): <u>24 months</u>	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-9	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	APR 1984
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1989
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984

SECTION I - CONTRACT CLAUSES - COST-REIMBURSEMENT SERVICE (continued)

52.220-4	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM	APR 1984
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION	MAR 1986
52.222-26	EQUAL OPPORTUNITY	
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984 APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1984 JAN 1988
52.223-2	CLEAN AIR AND WATER	
52.223-6	DRUG-FREE WORKPLACE	APR 1984
52.232-17	INTEREST	JUL 1990
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.225-13	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS	APR 1984 MAY 1989
52.227-1	AUTHORIZATION AND CONSENT	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984 APR 1984
52.227-14	RIGHTS IN DATA	
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUN 1987
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	APR 1984
52.233-1	DISPUTES	JAN 1986
52.233-3	PROTEST AFTER AWARD-ALTERNATE I	APR 1984
52.237-1	SITE VISIT	AUG 1989
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984 APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1984
52.243-2	CHANGES--COST-REIMBURSEMENT-ALTERNATE II	APR 1984
52.244-2	SUBCONTRACTS UNDER COST REIMBURSEMENT AND LETTER CONTRACTS	APR 1984 JUL 1985
52.244-5	COMPETITION IN SUBCONTRACTING	
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	APR 1984 JUL 1985
52.246-25	LIMITATION OF LIABILITY-SERVICES	
52.249-6	TERMINATION (COST-REIMBURSEMENT)	APR 1984
52.249-14	EXCUSABLE DELAYS	MAY 1986 APR 1984

**I.3 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)**

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

**CERTIFICATE OF PROCUREMENT
INTEGRITY--MODIFICATION (NOV 1990)**

(1) I, _____, am the officer or employee
[Name of certifier]
responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____
(contract and modification number)

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____

[Name of Offeror]
who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS) _____

Date _____
[Signature of the officer
or employee responsible for
the offer and date]

[Typed name of the officer
or employee responsible
the offer]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The attachment listed below are included in this solicitation:

- Attachment I - SF 1411 (7/87) Contract Pricing Proposal
Cover Sheet - 1 Page.
- Attachment II - Instructions for Submission of a Contract
Pricing Proposal - 2 Pages.
- Attachment III - SF 1412 (10/83) Claim for Exemption from
Submission of Certified Cost or Pricing
Data - 2 Pages.
- Attachment IV - SF LLL, Disclosure of Lobbying Activities -
3 pages.

CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO.

FORM APPROVED
OMB NO.
9000-0013

NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT

3B. TELEPHONE NO.

4. TYPE OF CONTRACT ACTION (Check)

A. NEW CONTRACT

D. LETTER CONTRACT

B. CHANGE ORDER

E. UNPRICED ORDER

C. PRICE REVISION/
REDETERMINATION

F. OTHER (Specify)

5. TYPE OF CONTRACT (Check)

☐ FFP

☐ CPFF

☐ CPIF

☐ CPAF

☐ FPI

☐ OTHER (Specify)

6. PROPOSED COST (A+B+C)

A. COST

B. PROFIT/FEE

C. TOTAL

\$

\$

\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE

B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

☐ YES ☐ NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

☐ YES ☐ NO

11B. TYPE OF FINANCING (If one)

☐ ADVANCE PAYMENTS

☐ PROGRESS PAYMENTS

☐ GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

☐ YES ☐ NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)

☐ YES ☐ NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

☐ YES ☐ NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

☐ YES ☐ NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

☐ YES ☐ NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

☐ YES ☐ NO

This proposal is submitted in response to the RFP, contract, modification, etc. in item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the contracting officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system. When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:
 - Materials**—Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).
 - Subcontracted Items**—Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$100,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of completion, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.
 - Standard Commercial Items**—Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-4(a).
 - Interorganizational Transfer (at other than cost)**—Explain pricing method used. (See FAR 31.205-26).
 - Raw Material**—Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.
 - Purchased Parts**—Includes material items not covered above. Provide priced quantities of items required for the proposal.
 - Interorganizational Transfer (at cost)**—Include separate breakdowns of cost by element.
 - Direct Labor**—Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish basis for estimates.
 - Indirect Costs**—Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
 - Other Costs**—List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide basis for pricing.
 - Royalties**—If more than \$250, provide the following information on a separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).
 - Facilities Capital Cost of Money**—When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).
 2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined in FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including—
 - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - b. The nature and amount of any contingencies included in the proposed price.
 3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the contracting officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the contracting officer. The requirement for submission of cost or pricing data continues up to the time of final agreement on price.
 4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
 5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
 6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
7. HEADINGS FOR SUBMISSION OF LINE-ITEM SUMMARIES:
- A. New Contracts (including Letter contracts).

COST ELEMENTS	PROPOSED CONTRACT ESTIMATE—TOTAL COST	PROPOSED CONTRACT ESTIMATE—UNIT COST	REFERENCE
(1)	(2)	(3)	(4)

Under Column (1)—Enter appropriate cost elements.

ATTACHMENT II

Under Column (2)—Enter those necessary and reasonable costs that in contractor's judgment will properly be incurred in efficient contract performance. When any of the costs in this column are already being incurred (e.g., under a letter contract or informal order), describe them on an attached supporting exhibit. When reproduction or markup costs are significant, or when specifically requested to do so by the contractor's officer, provide a full identification and explanation of them.

Under Column (3)—Optional unless required by the contracting officer.

Under Column (4)—Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications)

(1) ELEMENTS	(2) ESTIMATED COST OF ALL DELETED WORK	(3) COST OF DELETED WORK ALREADY PERFORMED	(4) NET COST TO BE DELETED	(5) COST OF WORK ADDED	(6) NET COST OF CHANGE	(7) REFERENCE
-----------------	--	---	----------------------------------	------------------------------	------------------------------	------------------

Under Column (1)—Enter appropriate cost elements.

Under Column (2)—Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3)—Include the unincurred cost of deleted work already performed, actually completed if possible, or estimated in the contractor's accounting records. Attach a detailed inventory of work materials, parts, components, and hardware already purchased, retained, or on order, and deleted by the change, indicating the cost and proposed disposition of each item. Also, if officer desires to retain items from or any portion of them, indicate the amount offered for them.

Under Column (4)—Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (4) has Column (2) = Column (4).

Under Column (5)—Enter the officer's estimate for cost of work added by the change. When accounting costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them.

Under Column (6)—Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (6) has Column (5) = Column (6).

Under Column (7)—Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

(1) CUTOFF DATE	(2) NUMBER OF UNITS COMPLETED	(3) NUMBER OF UNITS TO BE COMPLETED	(4) CONTRACT AMOUNT	(5) REDETERMINA- TION AMOUNT	(6) DIFFERENCE
(7) COST ELEMENTS	(8) INCURRED COST— PRODUCTION	(9) INCURRED COST— COMPLETED UNITS	(10) INCURRED COST— WORK IN PROCESS	(11) TOTAL INCURRED COST	(12) ESTIMATED COST TO COMPLETE
(13) ESTIMATED TOTAL COST	(14) REFERENCE				

Under Column (1)—Enter the cutoff date required by the contract, if applicable.

Under Column (2)—Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3)—Enter the number of units remaining to be completed under the contract.

Under Column (4)—Enter the contractor's contract amount.

Under Column (5)—Enter the difference between the contract amount and the redetermination proposal amount. When the result is negative, place the amount in parentheses. Column (5) has Column (4) = Column (5).

Under Column (6)—Enter the contractor's contract amount.

Under Column (7)—Enter the contractor's contract amount.

Under Column (8)—Enter the contractor's contract amount.

Under Column (9)—Enter the contractor's contract amount.

Under Column (10)—Enter the contractor's contract amount.

Under Column (11)—Enter the contractor's contract amount.

Under Column (12)—Enter the contractor's contract amount.

Under Column (13)—Enter the contractor's contract amount.

Under Column (14)—Enter the contractor's contract amount.

ATTACHMENT II

STANDARD FORM 1612 (10-67)
Prescribed by GSA
GSA FPMR (41 CFR) 101-11.6

FORM 1612-101-10-67

1. OFFICE NAME, TYPE, AND SIZE	2. LOCATION	3. DATE OF SUBMISSION
--------------------------------	-------------	-----------------------

1. IDENTIFY THE LAW OR REGULATION ESTABLISHING THE PRICE OFFERED

2. IDENTIFY THE LAW OR REGULATION ESTABLISHING THE PRICE OFFERED

SECTION III - LAW OR REGULATION ESTABLISHING THE PRICE OFFERED

1. IDENTIFY THE LAW OR REGULATION ESTABLISHING THE PRICE OFFERED

SECTION II - MARKET PRICE (See instructions for item 12 on reverse)

12. LIST THREE SALES OF THE ITEM OFFERED

SALES CATEGORY	DATE	NO OF UNITS SOLD	PRICE/UNIT
a. ☐ b. ☐ c. ☐			\$
a. ☐ b. ☐ c. ☐			\$
a. ☐ b. ☐ c. ☐			\$

13. LIST THREE SALES OF THE ITEM OFFERED

14. LIST THREE SALES OF THE ITEM OFFERED

15. LIST THREE SALES OF THE ITEM OFFERED

16. LIST THREE SALES OF THE ITEM OFFERED

17. LIST THREE SALES OF THE ITEM OFFERED

18. LIST THREE SALES OF THE ITEM OFFERED

19. LIST THREE SALES OF THE ITEM OFFERED

20. LIST THREE SALES OF THE ITEM OFFERED

21. LIST THREE SALES OF THE ITEM OFFERED

22. LIST THREE SALES OF THE ITEM OFFERED

23. LIST THREE SALES OF THE ITEM OFFERED

24. LIST THREE SALES OF THE ITEM OFFERED

25. LIST THREE SALES OF THE ITEM OFFERED

26. LIST THREE SALES OF THE ITEM OFFERED

INSTRUCTIONS TO OFFERS SUBMITTING CLAIM FOR EXEMPTION FROM SUBMISSION OF CERTIFIED COST OR PRICING DATA

On lines b, and c, insert sales information in the following manner.

a. Give the lowest price Category C sales of comparable quantities. If there were no sales of comparable quantities, then give

b. The lowest price Category C sales of quantities most nearly the quantity being offered. If there were no sales of Category C, then give

c. The lowest price Category B sales of comparable quantities. If there were no sales of comparable quantities, then give

d. The lowest price Category B sales of quantities most nearly the quantity being offered.

Attach a complete explanation (i) if you, during the period covered, offered special discounts not included in the catalog, or (ii) if the price proposed is not the lowest price at which a sale was made to any customer during that period for like items and comparable quantities.

Item 12. Market price is a current price, established in the usual and ordinary course of trade between buyers and sellers free to bargain, that can be substantiated from sources independent of the manufacturer or vendor. There must be a sufficient number of commercial buyers so that their purchases establish an ascertainable current market price for the item or service. The nature of this exemption should be described. To justify a market-price exemption, the item or service being purchased must be identical to the commercial item or service or must be so similar in material and design (for supplies) or in work and facilities (for services) that any price difference can be evaluated solely by price analysis (see FAR 15.805-2). In the latter case, a statement must be attached identifying the specific differences and explaining, by price analysis of the differences, how the proposed price is derived from the market price.

Item 13. Identify the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

Item 14. Insert the name, title, and firm of the person authorized by the offeror to sign this form.

STANDARD FORM NO. 348 (Rev. 1-64)

Item 7. Attach a copy of the catalog, or the appropriate pages covering price and published discounts, or a statement that the catalog is being made. Catalog prices, as a price that is included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public. To justify a catalog price exemption for the Government item, the catalog item must be identical or must be so similar in material and design that any price difference or its absence can be evaluated solely by price analysis (see FAR 15.805-2). In the latter case, a statement must be attached identifying the specific differences and explaining, by price analysis of the differences, how the proposed price is derived from the catalog price.

Item 8. This period should include the most recent regular monthly, quarterly, or other period for which sales data are reasonably available and should extend back only far enough to provide a total period representative of average sales. You may also attach sales data for a prior representative period if for any reason recent sales are abnormal and the prior period is sufficiently recent (not more than 2 years preceding) to support the proposed price for the Government item. In the latter case, you must explain, by price analysis only, how the proposed price is derived from the catalog sales for the prior period.

Item 9. (a) Include in Category A all sales of the catalog item (a) directly to the U.S. Government and its subsidiaries and (b) for U.S. Government use (sales directly to U.S. Government prime contractors, or their subcontractors or suppliers at any tier, for use as an end item, or as part of an end item, by the U.S. Government).

(b) Include in Category B all sales of the catalog item made strictly at the catalog price, less only published discounts, to the general public (i.e., catalog price sales other than those (i) to affiliates of the offeror or (ii) included in Category A (Instruction 8(a)).

(c) Include in Category C all sales to the general public that were not made strictly at the catalog price or that were made at special discounts or discount rates not published in the catalog.

Item 11. On line a, insert information on the lowest price at which Category B or C sales of the offered item was made during the period, regardless of quantity.

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

ATTACHMENT IV

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		

Authorized for Local Reproduction
Standard Form - LLL

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

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for bid (IFB) number, grant announcement number, the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the official(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OAGS
0348-0046

Reporting Entity: _____

Page _____ of _____

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS - COST PLUS FIXED FEE COMPLETION TYPE CONTRACT

K-1 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K-2 52.204-3 TAXPAYER IDENTIFICATION (SEP 1989)

(a) Definitions.

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with the reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and the implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government.;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

☐ Name and TIN of common parent:

Name _____

TIN _____

K-3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

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

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

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

K-4 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that-

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ country.

K-5 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

.....
.....

K-6 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

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

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

.....
.....
.....

K-7 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it ☐ is, ☐ is not a small business concern and that ☐ all, ☐ not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definitions.

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

(c) Notice. Under 15 U.S.C. 6745(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Act.

K-8 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990)

(a) Representation. The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(b) Definitions.

"Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians. "Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, or Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian organizations.

**K-9 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(APR 1984)**

a) ☐ Representation. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K-10 52.219-22 SIC CODE AND SMALL BUSINESS SIZE STANDARD (JAN 1991)

(a) The standard industrial classification (SIC) code for this acquisition is 8732.

(b)(1) The small business size standard is 3.5 million.

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

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-13 52.225-12 NOTICE OF RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (MAY 1989)

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 25.10 and in the clause at 52.225-13, Restrictions on Contracting with Sanctioned Persons.

(b) By submission of this offer, the Offeror represents that no products or services delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in subparagraphs (d)(1) or (d)(2) of the clause referenced above applies or unless listed below.

Product or Service	Sanctioned Person

(List as necessary)

K-14 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K-15 52.230-2 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
(NONDEFENSE) (SEP 1987)**

Note: This notice does not apply to small businesses or foreign governments.

(a) Any contract over \$100,000 resulting from this solicitation shall be subject to Cost Accounting Standards (CAS) if it is awarded to a business unit that is currently performing a national defense CAS-covered contract or subcontract, except when--

- (1) The award is based on adequate price competition;
- (2) The price is set by law or regulation;
- (3) The price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (4) One of the exemptions in Federal Acquisition Regulation (FAR) 30.201-1(b) applies.

(b) Contracts not exempted from CAS shall be subject to full or modified coverage as follows:

(1) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to full CAS coverage FAR 30.201-2(a), this contract will have full CAS coverage and will contain the clauses from the FAR entitled Cost Accounting Standards, 52.203-3 and Administration of Cost Accounting Standards, 52.230-4.

(2) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to modified CAS coverage FAR 30.201-2(b), this contract will have modified coverage and will contain the clauses entitled Disclosure and Consistency of Cost Accounting Practices, 52.230-5 and Administration of Cost Accounting Standards, 52.230-4.

A. Certificate of CAS Applicability

The offeror hereby certifies that--

☐ The offeror is not performing any CAS-covered national defense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing if it is awarded any national defense CAS-covered contract or subcontract subsequent to the date of this certificate but before the date of the award of a contract resulting from this solicitation. (If this statement applies, no further certification is required.)

☐ The offeror is currently performing a negotiated national defense contract or subcontract that contains the Cost Accounting Standards clause at FAR 52.230-3.

☐ The offeror is currently performing a negotiated national defense contract or subcontract that contains the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-5.

B. Additional Certification--CAS Applicable Offerors

☐ The offeror subject to Cost Accounting Standards further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement where it has been submitted as required by FAR 30.202-1 through 30.202-5.

C. Data Required--CAS Covered Offerors

The offeror certifying that it is currently performing a national defense contract containing either CAS clause (see A above) is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offeror's CAS-covered contracts.

Name of Contracting Officer:.....

Address:.....

.....

Telephone Number:.....

K-16 NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation in writing. EEOC must receive the questions no later than 15 calendar days after the issue date of this solicitation. EEOC will answer questions which may affect offers in an amendment to the solicitation. EEOC will not reference the source of the questions.

L.2 FREEDOM OF INFORMATION ACT

Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act. Therefore, all items that are confidential to business, or trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the Equal Employment Opportunity Commission determines disclosure is warranted by the Freedom of Information Act.

L.3 PRE-AWARD SURVEY

The Government reserves the right to conduct any necessary survey of offeror's facilities for the purpose of determining offeror's responsibility. In conjunction with this, the offeror may be required to provide a users list of Government and commercial organizations utilizing the same or similar supplies/services required under this solicitation.

- L.4 NOTICE:** The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	DEC 1989
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	DEC 1989
52.215-12	RESTRICTIONS ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	APR 1984
52.215-16	CONTRACT AWARD	JUL 1990
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984
52.222-45	NOTICE OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	APR 1984

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(continued)

L.5 52.233-2 SERVICE OF PROTEST (NOV 1988)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Equal Employment Opportunity Commission, Procurement Management Division, 1801 L Street, N.W., Room 2505, Washington, D.C. 20507.

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

L.6 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (APR 1984)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(continued)

required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

L.7 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

A. General.

Proposals must be prepared and submitted in two (2) parts: A "Technical/Management Proposal" and a "Business/Cost Proposal". Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of and concurrently with the evaluation of the other.

Proposals shall consist of:

- (1) Original and 4 copies of the Technical/Management Proposal. No cost information shall be included in the Technical/Management Proposal.
- (2) Original and 2 copies of the Business/Cost Proposal. The Business/Cost Proposal shall contain the fully executed solicitation document and all information relative to cost and pricing.

While it is agreed that all technical considerations cannot be presented in each technical proposal, each proposal must be adequate to demonstrate how it is proposed to comply with the requirements, along with a full explanation of techniques and procedures to be followed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(continued)

Your proposal will become the property of the Government and will not be returned. If your proposal contains information which you do not wish disclosed to the public or used by the Government for any purpose other than evaluation of your proposal, such restrictions shall be clearly indicated on each sheet containing such information.

The Government reserves the right to make award without discussion of proposals received under this solicitation. Accordingly, offerors should submit their proposal initially on the most favorable terms possible from both a technical and pricing standpoint. Award will be made for the full requirement outlined in the Statement of Work. Offers for less than the full requirement will not be considered for award.

B. Technical/Management Proposal.

The technical/management proposal should be directly responsive to the requirements contained in the Statement of Work. The offeror should set forth, in detail, the overall technical and management plans, approach, controls, and schedule for accomplishing the required work. These plans will be an important factor in the selection of the offeror, and should be specific and complete. The offeror, in his/her technical and management plans, should present the information necessary to provide a basis for the evaluation by the Government of the offeror's technical and managerial qualifications and the proposed solutions to the technical problems. Each proposal will be evaluated in the light of the material and substantiating evidence presented in the proposal and not on the basis of what is inferred.

The technical/management proposal shall not contain any reference to cost, however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical/management proposal so that the offeror's understanding of the scope of the work may be evaluated.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(continued)

C. Business/Cost Proposal.

A detailed cost or price proposal shall be submitted and shall include all direct costs, indirect costs, profit, and any other factor which contributes to the proposed total, firm fixed price. Personnel information to be shown shall consist of job class, hourly rate, and number of hours per individual.

For use in submitting cost or price proposals, Standard Form 1411, Contract Pricing Proposal Cover Sheet, and Instructions for Submission of a Contract Pricing Proposal, are provided as attachments to this solicitation document. Also attached is Standard Form 1412, Claim for Exemption from Submission of Certified Cost or Pricing Data, if appropriate.

The business portion of the proposal shall contain this solicitation document with Blocks 13 thru 18 on page 1 (SF 33), applicable items on page 2, and the Representations and Certifications in Section K executed.

L.8 ALTERNATE PROPOSALS

Offerors may submit more than one proposal, each of which must satisfy the mandatory requirement of the solicitation in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include complete cost information for that alternative. If alternative proposals are submitted, such alternates must be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(continued)

L.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(JUN 1988)

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Award will be made to that technically acceptable offeror whose proposal is determined to be most advantageous to the Government based upon an evaluation of the technical ability and cost. For this solicitation, technical ability is more important than cost or price. In the event that proposals are evaluated as essentially technically equal, cost will be the determining factor.

I. Technical Ability

The following sub-factors will be used to evaluate technical ability. Weights and relative order of importance are as indicated.

Sub-Factors

POINTS

- | | | |
|----|--|----|
| 1) | Qualifications, previous work experience and time commitment of key personnel, including proposed sub-contractors. | 50 |
|----|--|----|

To determine personnel qualifications, consideration will be given to previous work experience and training, in fields related to the objectives of the project, and other information that the contractor provides, including:

- a) Knowledge of and experience with negotiations and alternative dispute resolution techniques, and training and lecturing on disability law and policy, including the ADA. (10 points)
- b) Knowledge of and experience with the provision of technical assistance in disability related issues. (10 points)
- c) Knowledge of and experience with advocacy for the disability community, disability networks, disability issues in employment and disability and rehabilitation resources. (20 points)

Time commitment of key personnel for the successful completion of this contract shall include:

- d) The time that the project director and other key personnel will commit to the project. (10 points)

POINTS

2) Experience of offering entity.

20

Previous experience of the offering entity in developing and implementing training and technical assistance projects of a similar nature shall include:

- a) Successful and timely completion of two or more training and technical assistance projects. (5 points)
- b) Successful and timely completion of one or more training and technical assistance projects aimed at the disability community. (15 points)

3) Demonstrated understanding of contract requirements.

15

Demonstration of a clear understanding of the requirements of the contract and statement of work, and demonstration of the ability and capacity to carry out all the tasks in a timely, successful and cost effective manner including the recognition of potential problems and suggested solutions shall include:

- a) High quality in the design of the proposal. (5 points)
- b) The way the contractor plans to use its resources and personnel to achieve each task. (5 points)
- c) An effective plan of management that insures proper and efficient administration of the project. (5 points)

4) Experience of offering entity in the administration and financial management of federal contracts.

10

The demonstration of experience and ability to competently administer and manage a federal contract shall include:

Information describing the successful, timely completion of federal contracts: (10 points)

POI

5) Facilities and Support Personnel.

The determination of whether the contractor has the facilities, equipment (including, but not limited to, computers, software and modem), and the support personnel adequate to perform all activities necessary to the successful completion of the contract shall include:

- a) Showing that the facilities that the contractor plans to use are adequate and barrier-free for individuals with disabilities. (2 points)
- b) Showing that the equipment and supplies that the applicant plans to use are adequate. (1 point)
- c) Demonstrating the availability of support staff experienced in word processing, desk-top publishing, and accessing data bases. (1 point)
- d) Support staff experienced in carrying out duties related to completion of a federal contract. (1 point)

TOTAL MAXIMUM POINTS 100

II. Cost

The cost proposal will be evaluated separately for overall cost advantage to the Government.

M.2 NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.217-5 EVALUATION OF OPTIONS

JUN 1988

POINT

5) Facilities and Support Personnel.

5

The determination of whether the contractor has the facilities, equipment (including, but not limited to, computers, software and modem), and the support personnel adequate to perform all activities necessary to the successful completion of the contract shall include:

- a) Showing that the facilities that the contractor plans to use are adequate and barrier-free for individuals with disabilities. (2 points)
- b) Showing that the equipment and supplies that the applicant plans to use are adequate. (1 point)
- c) Demonstrating the availability of support staff experienced in word processing, desk-top publishing, and accessing data bases. (1 point)
- d) Support staff experienced in carrying out duties related to completion of a federal contract. (1 point)

TOTAL MAXIMUM POINTS 100

II. Cost

The cost proposal will be evaluated separately for overall cost advantage to the Government.

M.2 NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.217-5 EVALUATION OF OPTIONS

JUN 1988

ILRU
INFORMATION

ILRU FAX NUMBER (713) 520-5785

TELECOPIER TRANSMITTAL COVER SHEETDATE: 8/16/91

TIME: _____

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Lex FriedenTHIS TELECOPY IS BEING SENT BY: Laurel RichardsNUMBER OF PAGES INCLUDING COVER SHEET: 2MESSAGE: I've faxed this to both Quentin & June
(after discussing these w/ June following her discussion w/ NEIL).
Call me later.

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL THE TELEPHONE NUMBER INDICATED AS SOON AS POSSIBLE.

TELEPHONE NUMBER (713) 520-0232INDEPENDENT LIVING RESEARCH UTILIZATION, 2323 S. SHEPHERD, SUITE 1000,
HOUSTON, TX 77019

8/16/91 NCIL's Role in EEOC Contract

- A. Selection Process
 1. Assist in conceptualizing & developing the comprehensive application packet: (2 days)
 2. Assist in reviewing applicants for each of the five training sessions & selecting 80-90 top applicants. (estimated 20 minutes x 160 applicants x 5 sites = 34 days)

B. Training Logistics
 Assist EEOC project manager in monitoring ILC site staff in setting up logistics for training each site. (8 days) including 6 days at training site = 16 days

C. Follow-up Projects
 Assist EEOC project manager monitor, provide technical assistance, over-see, & write reports for 80 trainees - each w/ two projects. (4 hours each trainee = 40 days)

D. Computer Network Information Dissemination
 (10% time = 26 days)

E. NCIL Project Manager (5% time = 13 days)
 Total: 121 days
 $\times \$300 = \$39,300$
 $\times \$400 = \$52,400$

3x40-hour
 are program

ILRU BUDGET--YEAR 1

108,493

<u>Personnel</u>	<u>% FTE</u>	<u>Est. Hrs</u>	
Lex Frieden Project Director	15%	312	13,800
Alan Meyer Project Coordinator	100%	2080	36,000
Laurel Richards Materials Management Director	20%	416	8,216
Quentin Smith Evaluation Specialist	15%	312	9,875
Laurie Gerkon Technical Assistance Director	15%	312	5,850
Margaret Nosek Senior Evaluation Specialist	5%	104	2,248
Dawn Heinsohn Materials Assembly Technician/ Technical Assistance Coordination Technician	100%	2080	25,000
Shirley Herzog Secretary	50%	1040	12,000

28,751

Fringe Benefits (@ 26.5%)

9,115

Travel

Project Director to travel to
Washington, DC to attend Alternative
Dispute Resolution Symposium
(\$855 X 1 trip = \$855)

PCA to accompany Project Director
to symposium (\$590 X 1 trip = \$590)

Project Coordinator to travel to 4
training sites (\$1240 X 4 sites = \$4960)

Project Coordinator to travel to 2
training sites (\$1355 X 2 sites = \$2,710)

2,900

Equipment

Computer--\$1,700

Plain paper fax machine--\$1,200

	40,000
<u>Subcontract</u>	
	3,000
<u>Supplies</u>	
Includes computer diskettes, paper and other materials, estimated at \$75/month and instruments used for evaluation	
	194,145
<u>Other</u>	
A) Training Activities	123,278

1) Phase I--\$87,741

a) Hotel and associated costs, 5 sites for 80 trainees per site- \$53,901

Meeting rooms, 5 days @ \$600 X 5 sites--\$15,000

Breaks:

Morning coffee break, 100 people @ \$4.50
X 5 days X 5 sites--\$11,250

Afternoon soda break, 100 people @ \$2.25
X 5 days X 5 sites--\$5,625

Plus Tax & Gratuity (1% + 17%)--\$4,251

Audio Loop--2 systems @ \$267.50/day X 5 days
X 5 sites- \$13,375

Microphones--3 microphones @ \$25/day X 5 days
X 5 sites--\$1,875

Mixer--\$30/day X 5 days X 5 sites--\$750

Overhead projection--Projector and screen and labor--\$71/day X 5 days X 5 sites--\$1,775

b) Van--Passenger: \$48/day on six-day rate--
\$48 X 6 days X 5 sites--\$1,440

c) Interpreters--3 1/2 days X 3 @ \$240 X 5 sites = \$12,600
and 1 1/2 days X 3 @ \$240 X 5 sites = \$5,400 totaling \$18,000

d) Miscellaneous interpreters for 1 extra day equivalent, \$240 X 5 sites--\$1,200

e) Mentors (for persons who are mentally retarded)
\$10/hour X 8 hrs X 5 days X 3 X 5 sites--\$6,000

f) Other hourly staff or other accommodations such as emergency attendant care, transportation, errands, material handling, assisting registration and training staff.

2 people X 3 days X 8 hours @ \$10/hr X 5 sites--\$2,400
 2 people X 6 days X 8 hrs @ \$10/hr X 5 sites --\$4,800

2) Phase 11--\$35,537

a) Hotel and associated costs, 2 sites for
 50 trainees per site--\$20,625

Meeting rooms, 6 days @ \$400 X 2 sites--\$4,800

Breaks:

Morning coffee break, 60 people @ \$4.50
 X 6 days X 2 sites--\$3,240

Afternoon soda break, 60 people @ \$2.25
 X 6 days X 2 sites--\$1,620

Plus Tax & Gratuity (7% + 1%)--\$2,433

Audio loop--2 system @ \$250/day + tax X 6 days
 X 2 sites--\$6,420

Microphones--3 microphones @ \$25/day X 6 days
 X 6 days X 2 sites--\$900

Mixer--\$30/day X 6 days X 2 site--\$360

Overhead projection--projector and screen and
 labor--\$11/day X 6 days X 2 sites--\$852

b) Van- Passenger: \$45/day on six-day rate, plus tax;
 \$48 X 7 days X 2 sites--\$672

c) Interpreters--4 1/2 days X 3 @ \$240 X 2 sites--\$6480
 1 1/2 days X 3 @ \$240 X 2 sites--2,160

d) Miscellaneous interpreters for 1 extra day
 equivalent--\$240 X 2 sites--\$480

e) Mentors--\$10/hr X 8 hrs X 6 days X 2 X 2 sites--\$1,920

f) Other hourly staff for other accommodations such as emergency attendant care, transportation, errands, material handling, assisting registration and training staff.

2 X 3 days X 8 hours @ \$10/hr X 2 sites--\$960
 2 people X 7 days X 8 hrs @ \$10 X 2 sites--\$2,240

B) Telephone--includes equipment and
 long distance charges

6,000

C) Postage/Shipping	5,756
1) \$2,000--miscellaneous postage costs	
2) \$3,756--shipping costs of training materials to 7 training sites: \$689-- (costs involved in sending 90 sets of training materials, totaling 610 lbs.) X 4 sites - \$2,756; \$500-- (costs involved in sending 50 sets of training materials, totaling 610 lbs.) X 2 sites - \$1,000	
D) Printing/Reproduction	24,255
E) Office Space Rental	9,856
F) Filming at Training Sites	5,000
G) Costs of Brailing and Taping	?
H) Stipends (for individuals without financial sponsorship)	10,000
I) Logistical arrangements at each site	10,000
1) \$4000--to be paid to local independent living centers to coordinate logistical arrangements for 1 training site each: \$2,000--St. Louis and \$2,000--Denver	
2) \$6,000--to be paid to local independent living centers to coordinate logistical arrangements for 2 training sites each: \$3,000--San Francisco and \$3,000--Washington	
TOTAL DIRECT	385,928
INDIRECT (@ 20.5%)	70,362 *
TOTAL	456,290

*Indirect is charged against \$343,228, which is the total direct charge minus \$2,700 in the equipment category and \$40,000 in the contractual category.

REPORT CONTENTS

I. INTRODUCTION

Analysis of the current environment and summary of the issues leading up to the need for health care reform.

II. HEALTH ISSUES

Detailed description of the health issues that concern people with disabilities, their families, and disability advocates (includes definitions and outline for evaluative criteria).

III. ANALYTICAL RECOMMENDATIONS

Summary of the meeting discussion and results.

IV. FINDINGS AND IMPLICATIONS FOR POLICY MAKERS AND DISABILITY ADVOCATES

Findings that effectively evaluate current and future health care issues in relation to the health needs and concerns of people with disabilities.

Recommendations that effectively evaluate the current health care system and advocate for effective health care reform.

V. APPENDICES

Appendix #1: Criteria for evaluating current and future health care plans for disabled individuals.

Appendix #2: Action steps for Policy Makers.

Additional Resources