



THE SECRETARY OF HEALTH AND HUMAN SERVICES

WASHINGTON, D.C. 20201

August 4, 2010

The Honorable Charles E. Grassley
Ranking Member
Committee on Finance
United States Senate
Washington, DC 20510

Dear Senator Grassley:

This is to follow up on your letter regarding the contract awarded by the Department of Health and Human Services (Department) to Dr. Jonathan Gruber for technical support services.

As you know, federal agencies routinely use technical services contracts, including individual subject matter experts and consulting firms, to obtain special knowledge and skills not otherwise available within the government or for special projects that are time-limited or intermittent in nature, among other reasons. The Department has used such contracts for purposes of policy analysis and development for several decades. For example, the Department has re-competed and awarded a number of contracts to research organizations such as the Urban Institute and the Actuarial Research Corporation since the 1970s to obtain technical expertise on evolving policy issues.

The Department's technical services contracts with Dr. Gruber, copies of which are enclosed, were awarded specifically so that the Department's senior policy officials could make use of Dr. Gruber's unique micro-simulation model and expertise with respect to the economic impacts of health reform policy proposals as Congress was developing the legislation. The initial contract was awarded on March 25, 2009, with a follow-on contract awarded on June 19, 2009 and ending on February 18, 2010.

I share your belief that transparency is essential to ensuring that the public has confidence in their government and decisions made by policymakers, and that significant contractual relationships should be disclosed. Moreover, I appreciate your particular concern that Congressional Committees are entitled to information relating to the qualifications and financial relationships of witnesses appearing before them, including contractual relationships with the government or private industry. I am advised that certain Committees in the House of Representatives have adopted rules of procedure or practices that require witnesses to submit financial disclosure forms in advance of an appearance before the Committee, and that similar proposals have been discussed in the Senate. Should the Senate Finance Committee or any other Congressional Committee choose to adopt similar procedures or practices, I would certainly encourage HHS contractors to fully comply with them.

Again, thank you for your letter. Should you or your staff have any questions concerning the foregoing, please contact Jim Esquea, Assistant Secretary for Legislation, at 690-7627.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Sebelius". The signature is written in a cursive style with a large initial "K" and a distinct "S" at the end.

Kathleen Sebelius

Enclosures

cc: Chairman Max Baucus

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | | | | |
|---|--|--------------------------------------|----------------------|---|--|
| 1. DATE OF ORDER 03/25/2009 | | 2. CONTRACT NO. (if any) | | 6. SHIP TO: | |
| 3. ORDER NO. HHSP233200900181P | | 4. REQUISITION REFERENCE NO. OS43 | | a. NAME OF CONSIGNEE Office of the Secretary | |
| 5. ISSUING OFFICE (Address correspondence to) DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857 | | | | b. STREET ADDRESS 200 Independence Ave. S.W. | |
| c. CITY Washington | | d. STATE DC | e. ZIP CODE 20201 | | |

| | | | | | |
|---|--|---|---------------------------|---|--|
| 7. TO: | | f. SHIP VIA | | | |
| a. NAME OF CONTRACTOR GRUBER, JONATHAN 1178743 | | 8. TYPE OF ORDER | | | |
| b. COMPANY NAME | | <input checked="" type="checkbox"/> a. PURCHASE | | <input type="checkbox"/> b. DELIVERY | |
| c. STREET ADDRESS GRUBER, JONATHAN 83 PLEASANT ST | | REFERENCE YOUR: | | Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. | |
| d. CITY LEXINGTON | | e. STATE MA | f. ZIP CODE 02421-6116 | | |

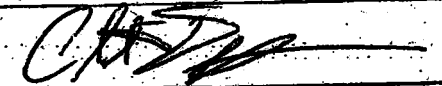
| | | | | | |
|--|--|--|--|--|---------------------------------|
| 9. ACCOUNTING AND APPROPRIATION DATA 2009-1994689-25103 | | 10. REQUISITIONING OFFICE ROBINSON, MARIAN L (OS) | | | |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | | 12. F.O.B. POINT Destination |
| <input checked="" type="checkbox"/> a. SMALL | | <input type="checkbox"/> b. OTHER THAN SMALL | | <input type="checkbox"/> c. DISADVANTAGED | |
| <input type="checkbox"/> d. WOMEN-OWNED | | <input type="checkbox"/> e. HUBZone | | <input type="checkbox"/> f. EMERGING SMALL BUSINESS | |
| | | | | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | |

| | | | | | | | |
|------------------------------|--|------------------------------|--|---|--|--------------------|--|
| 13. PLACE OF | | 14. GOVERNMENT BL. NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | | 16. DISCOUNT TERMS | |
| a. INSPECTION Destination | | b. ACCEPTANCE Destination | | | | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | Tax ID Number: 26-1204014 DUNS Number: 829818975 HP-09-002 (Technical Assistance for Evaluation Options for National Healthcare Reform) Appr. Yr.: 2009 CAN: 1994689 Object Class: 25103 Period of Performance: 03/25/2009 to 07/25/2009 Continued ... | | | | | |

| | | | | | | |
|--|--|---------------------------|----------------------|-----------------|--|--------------------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | 17(b) TOTAL (Cmt. pages) |
| 21. MAIL INVOICE TO: | | | | | | |
| a. NAME FMS | | | | \$95,000.00 | | 17(d) GRAND TOTAL |
| b. STREET ADDRESS (or P.O. Box) 5600 FISHERS LANE PARKLAWN BUILDING ROOM 16A-12 | | | | \$95,000.00 | | |
| c. CITY ROCKVILLE | | d. STATE MD | e. ZIP CODE 20857 | | | |

| | | | |
|--|--|---|--|
| 22. UNITED STATES OF AMERICA By (Signature)  | | 23. NAME (Typed) CLINT DRUK TITLE: CONTRACTING/ORDERING OFFICER | |
|--|--|---|--|

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

1. **PROJECT TITLE**

"Technical Assistance for Evaluating Options for National Healthcare Reform"

2. **BACKGROUND:**

One of the most important policy initiatives of President Obama is increasing access to affordable health insurance for all Americans. In general this will be accomplished by building on the existing health care system, using existing health care providers and health insurance plans, and establishing an insurance exchange and a "public plan" option. In order to expand coverage, some of the initiatives that the President's plan calls for include expanding eligibility for Medicaid and SCHIP, creating a tax credit to small businesses to provide health insurance, expanding community health centers, requiring larger employers that do not offer coverage to make a meaningful contribution to the cost of coverage, and mandating that all children be covered.

The purpose of this contract is to produce a series of technical memoranda on the estimated changes in health insurance coverage and associated costs and impacts to the government under alternative specifications of health system reform. The alternative specifications to be considered will be derived from the President's health reform proposal.

3. **STATEMENT OF WORK**

Task 1. Consult with Senior Officials in the HHS Office of Health Reform and the Office of the Assistant Secretary for Planning and Evaluation

The contractor shall consult with senior officials in the HHS Office of Health Reform and the Office of the Assistant Secretary for Planning and Evaluation (ASPE) to develop detailed specifications of alternative proposals to increase health insurance coverage. These alternatives may vary in terms of the value of a tax subsidy, the change in eligibility for public insurance coverage, the specification of a health insurance benefits package, or other elements that might affect the decision to obtain health insurance coverage. These consultations shall be on-going throughout the course of the project. It is anticipated that these discussions will be done via telephone and not necessitate the contractor to incur any travel expenses.

Task 2. Develop Estimates of the Impacts of Various Health Reform Proposals on Health Insurance Coverage and Cost.

Based on the specifications developed in Task 1, the contractor shall develop estimates of the change in the number of individuals with health insurance coverage (i.e., changes in total coverage and the newly insured) and the costs to the government and the private sector associated with these estimated changes in coverage. These estimates shall be accomplished utilizing a simulation model that the contractor has already developed for the purpose of developing such estimates. The results of these simulations shall be presented to the HHS Office of Health Reform, ASPE and the Office of Management and Budget, and subsequent refinements made on an as needed basis.

Task 3. Technical Memoranda

The contractor shall prepare and submit a technical memorandum that fully describe the proposal impact estimates as well as indicating the strengths and limitations of this analysis. The memorandum shall cover the analyses performed over the proceeding four months of the project.

HHSP233200900181P

4. **DELIVERABLES SCHEDULE**

| <i>Task 3</i> | <i>Quantity required</i> | <i>Due date</i> |
|----------------------|--------------------------|-----------------|
| Technical Memorandum | 5 | 7/25/2009 |

5. **PERIOD OF PERFORMANCE**

3/25/2009 through 7/25/2009.

6. **AUTHORITIES OF GOVERNMENT PERSONNEL**

6.1. **CONTRACTING OFFICER**

The Contracting Officer is Clint Druk. All communications pertaining to contractual and/or administrative matters under the contract should be addressed to the Contracting Officer.

Clint Druk
DHHS/PSC/SAS/DAM
Parklawn Building, Room 5-101
5600 Fishers Lane
Rockville MD 20857
(301) 443-0403
(301) 443-8488
Clint.druk@psc.gov

6.2 **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

Don Cox
HHS/ASPE
200 Independence Ave. SW
Washington, DC 20201
(202) 690-6597
Donald.cox@hhs.gov

COTR Appointment and Authority

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

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

The Project Officer does not have authority to issue technical direction that:

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

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

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10.1 Federal Acquisition Regulation Clauses (FAR)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

52.204-7 Central Contractor Registration (APR 2008)

52.219-6 Notice of Total Small Business Set-Aside (JUNE 2003)

52.233-3 Protest After Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.243-1 Change – Fixed-Price (AUG 1987)

52.244-6 Subcontracts for Commercial Items (FEB 2009)

52.213-4 Terms and Conditions – Simplified Acquisitions (Other than Commercial Items)(Feb 2009)

10.2 Department of Health and Human Services Regulation Clauses (HHSAR)

HHSAR Clauses incorporated by reference:

352.270-6 Publications and Publicity (JAN 2006)

352.270-5 Key Personnel (JAN 2006)

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

Jonathan Gruber, Ph.D.

John A. Graves, Ph.D.

| | |
|-----------|--|
| 52.223-4 | Recovered Material Certification |
| 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Items (A only) |
| 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 52.225-2 | Buy American Act Certificate |
| 52.225-4 | Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate |
| 52.225-6 | Trade Agreements Certificate |
| 52.225-18 | Place of Manufacture |
| 52.225-20 | Prohibition on Conducting Restricted Business Operations in Sudan—Certification |
| 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 52.227-6 | Royalty Information (Alternate 1) |
| 52.227-15 | Representation of Limited Rights Data and Restricted Computer Software |

READ ONLY

- Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the provision.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into a contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of
Provision)

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READ ONLY

- Vendor will provide information with specific offers to the Government.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment; those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-1). Restricted business operations do not include business operations that the person conducting them can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of south Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirements of the Act when conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of
Provision)

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READ ONLY

- Vendor will provide information with specific offers to the Government.
 I certify that I have read and understand the provision.

52.227-6 Royalty Information (Apr 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component for which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

Alternate I (Apr 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the this solicitation covers charges for special construction or special assembly that contain costs or charges royalties totaling more than \$250, the following information shall be included in the response relative separate item of royalty or license fee:

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52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those Prices
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid) or contract award (in the case of a negotiated solicitation) unless otherwise required by law;
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit an offer for the purpose of restricting competition.

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

- (1) Is the person in the offeror's organization responsible for determining the prices being offered or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying prices. The principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Jonathan Gruber, Dr.**
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

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

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Provision) [Back to Top](#)

52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

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

offeror is a member.

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of FAR 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of the amount otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising from the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be made available to IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
- TIN on file with CCR.
 - TIN has been applied for.
 - TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an office or place of business or a fiscal paying agent in the United States; ,
 - Offeror is an agency or instrumentality of a foreign government; ,
 - Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
- Sole proprietorship;
 - Partnership;
 - Corporate entity (not tax-exempt);
 - Corporate entity (tax-exempt);
 - Government entity (Federal, State, or local);
 - Foreign government;
 - International organization per 26 CFR 1.6049-4;
 - Other
- (f) Common parent.
- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - Name: Jonathan Gruber
TIN: TIN on file with ORCA

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52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program

Representations, of this solicitation.] The offeror represents that it is a women-owned business

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52.209-5 Certification Regarding Responsibility Matters (Dec 2008)

(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 for the award of contracts by any Federal agency;
- (B) Have Have not , within a three-year period preceding this offer, been convicted or 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) subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; 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 paragraph (B) of this provision.
- (D) Have Have not , within a three-year period preceding this offer, been notified of delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative challenge. In the case of a judicial challenge to the liability, the liability is not determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6211, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. If the taxpayer is delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability. If the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and appeal to the Tax Court if the IRS determines to sustain the lien filing. In the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly c business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragr of this provision do not automatically change the representations and certifications poste Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offer by submission of this offer that the representations and certifications currently posted ele at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have be or updated in the last 12 months, are current, accurate, complete, and applicable to this. (Including the business size standard applicable to the NAICS code referenced for this sol of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), paragraphs _____.

Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offer completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result li to the representations and certifications posted on ORCA.]

(c)

Offerors must complete the following representations when the resulting contract is to be perf the United States or its outlying areas. Check all that apply.

- (1)* Small business concern. The offeror represents as part of its offer that it is, is not a s business concern. (See below)

| NAICS: | Description: | Small Business Concern (Yes/No): |
|--------|--|----------------------------------|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

- (2)* Veteran-owned small business concern. The offeror represents as part of its offer that it l a veteran-owned small business concern. (See Below)

| NAICS: | Description: | Veteran-Owned Small Business Concern (Yes/No): |
|--------|--|--|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

- (3)* Service-disabled veteran-owned small business concern. The offeror represents as part of it is, is not a service-disabled veteran-owned small business concern.

(See Below)

| NAICS: | Description: | Service-Disabled Veteran-Owned Small Business Concern (Yes/No): |
|--------|--|---|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

- (4) Small disadvantaged business concern. The offeror represents, for general statistical purj

is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5)* Women-owned small business concern. The offeror represents that it is, is not a woman-owned small business concern.

(See Below)

| NAICS: | Description: | Women-Owned Small Business Concern (Yes/No): |
|--------|--|--|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

**Small business concern, Veteran-owned small business concern, Service-disabled veteran small business concern, and Women-owned small business concern status was calculated the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the Registration for "Company Name" along with the Small Business Administration size standards for each NAICS code.*

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simple acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business may identify the labor surplus areas in which costs to be incurred on account of manufacturing production (by offeror or first-tier subcontractors) amount to more than 50 percent of the price:

State Eligible Labor Surplus: Civil Jurisdictions Included:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and Targeted Industry Categories under the Small Business Competitiveness Demonstration Program

(i) The offeror represents as part of its offer that it is, is not an emerging small business concern (see below).

| NAICS: | Description: | Emerging Small Business Concern (Yes/No): |
|--------|--|---|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

(ii) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column standard stated in the solicitation is expressed in terms of number of employees);

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Revenue column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

- | | |
|---|---|
| <input checked="" type="checkbox"/> 50 or fewer | <input checked="" type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |

Over 1,000 Over \$17 million

- (9) (i) General. The offeror represents that either-
- (A) is is not certified by the Small Business Administration as a small disadvantaged concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration and that no material change in disadvantaged ownership and control has occurred since certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification does not exceed \$750,000 after taking into account the applicable exclusions set forth in 13 CFR 124.104(c)(2); or
- (B) It has has not submitted a completed application to the Small Business Administration Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern participating in the joint venture:].
- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-
- (i) It is It is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It is It is not a joint venture that complies with the requirements of 13 CFR part 126. The representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246-
- (1) Previous contracts and compliance. The offeror represents that-
- (i) It has It has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It has It has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
- (i) It has developed and has on file, It has not developed and does not have on file, a written affirmative action plan, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies to contracts expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best knowledge and belief that no Federal appropriated funds have been paid or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities.

provide the name of the registrants. The offeror need not report regularly employed officers or of the offeror to whom payments of reasonable compensation were made.

- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this a domestic end product and that for other than COTS items, the offeror has considered a of unknown origin to have been mined, produced, or manufactured outside the United States. offeror shall list as foreign end products those end products manufactured in the United States do not qualify as domestic end products, i.e., an end product that is not a COTS item and meet the component test in paragraph (2) of the definition of "domestic end product." The "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Description: Country of Origin:

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

- (g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii), (iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." Other Foreign End Products:

Description: Country of Origin:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description: Country of Origin:

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR 52.225-3.
- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act." Canadian End Products:

Description: Country of Origin:

- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph for paragraph (g)(1)(ii) of the basic provision:

- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, or appeal to the Tax Court if the IRS determines to sustain the lien filing. In the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a debt because it is not a final tax liability. Should the taxpayer seek tax court review, it will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6602. The taxpayer is making timely payments and is in full compliance with the agreement. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because any enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(I) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). Contracting Officer must list in paragraph (I)(1) any end products being acquired under this contract that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products Listed Country of Origin

| | |
|---|-----------------|
| Bamboo | Burma |
| Beans (including yellow, soya, and green beans) | Burma |
| Bricks (hand-made) | Burma, Pakistan |
| Chillies | Burma |
| Corn | Burma |
| Pineapples | Burma |
| Rice | Burma |
| Rubber | Burma |
| Shrimp (aquaculture) | Burma |
| Sugarcane | Burma |
| Teak | Burma |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (I)(1) of this provision, then the offeror must certify to either (I)(2)(i) or (I)(2)(ii) by checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (I)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed in paragraph (I)(1) of this provision.
- (ii) The offeror may supply an end product listed in paragraph (I)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed in paragraph (I)(1) of this provision. The offeror certifies that it has made a good faith effort to determine whether indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(J) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the end products it expects to provide in response to this solicitation is predominantly manufactured in the United States or a foreign country.

- (1) In the United States (Check this box if the total anticipated price of offered end product manufactured in the United States exceeds the total anticipated price of offered end product manufactured outside the United States); or

- (2) Outside the United States.

FSC Code: Place of Manufacture:

- (k) *Certificates regarding exemptions from the application of the Service Contract Act. (Certification by offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check to indicate if paragraph (k)(1) or (k)(2) applies.]*

- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(d)(1). The offeror does, does not certify that _____

- (i) The items of equipment to be serviced under this contract are used regularly for other than governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

- (ii) The services will be furnished at prices which are, or are based on, established competitive market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of the equipment; and

- (iii) The compensation (wage and fringe benefits) plan for all service employees performing the services under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

- (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does, does not certify that _____

- (i) The services under the contract are offered and sold regularly to non-governmental customers and are provided by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities in the course of normal business operations;

- (ii) The contract services will be furnished at prices that are, or are based on, established competitive market prices (see FAR 22.1003-4(d)(2)(iii));

- (iii) Each service employee who will perform the services under the contract will spend less than 20 percent of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

- (iv) The compensation (wage and fringe benefits) plan for all service employees performing the services under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

- (3) If paragraph (k)(1) or (k)(2) of this clause applies _____

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the contract, the offeror shall notify the Contracting Officer as soon as possible; and

- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to provide certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

- (l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is not required to provide this information to a central contractor registration database to be eligible for award.)*

- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this clause to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

- (2) The TIN may be used by the Government to collect and report on any delinquent amounts of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting

subject to the payment reporting requirements described in FAR 4.904, the TIN provided may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) provision.
- Name: Jonathan Gruber
TIN: TIN on file with ORCA

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

Alternate I (Apr 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

| NAICS: | Description: | Small Business Concern (Yes/No): |
|--------|--|----------------------------------|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

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

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

(See Below)

| NAICS: | Description: | Women-Owned Small Business Concern (Yes/No): |
|--------|--|--|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

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

| NAICS: | Description: | Veteran-Owned Small Business Concern (Yes/No): |
|--------|--|--|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(See Below)

| NAICS: | Description: | Service-Disabled Veteran-Owned Small Business Concern (Yes/No): |
|--------|--|---|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

**If you are responding to a Government solicitation for supplies or services under a NAICS code listed in paragraph (b) of this certification, you must provide this certification directly to the Officer.*

***Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR*

for "Company Name" along with the Small Business Administration size standard for each N

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration and no material change in ownership and control, principal office, or HUBZone employee has occurred since it was certified by the Small Business Administration in accordance with part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

"Veteran-owned small business concern" means a small business concern-

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

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

"Women-owned small business concern" means a small business concern-

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 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 definite program eligibility, shall-

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

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

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

| NAICS: | Description: | Emerging Small Business Concern (Yes/No): |
|--------|--|---|
| 541990 | ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | No |

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

- | | | | |
|--------------------------------------|------------------------------------|--|--|
| Number of Employees | | Average Annual Gross Revenues | |
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1 million or less | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$2,000,001-\$3.5 million | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$5,000,001-\$10 million | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | | <input type="checkbox"/> Over \$17 million | |

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52.219-21 Small Business Size Representation for Targeted Industry Categories under the Business Competitiveness Demonstration Program (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business under the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

- | | | | |
|--------------------------------------|------------------------------------|--|--|
| Number of Employees | | Average Annual Gross Revenues | |
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1 million or less | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$2,000,001-\$3.5 million | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$5,000,001-\$10 million | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | | <input type="checkbox"/> Over \$17 million | |

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52.219-22 Small Disadvantaged Business Status (Oct 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Representation.

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52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)

- (a) The offeror shall check the following certification:

Certification

The offeror does does not certify that -

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal operations;
 - (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other document that is regularly maintained by the manufacturer or the offeror, is either published or otherwise made available for inspection by customers, and states prices at which sales currently, or were made to a significant number of buyers constituting the general public.
 - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
 - (3) The compensation (wage and fringe benefits) plan for all service employees performing work under this contract are the same as that used for these employees and equivalent employees servicing equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will be included in any resultant contract to this offeror; or
 - (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will be included in any resultant contract awarded to this offeror; and
 - (2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer requires the offeror to attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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Provision) [Back to Top](#)

52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Equipment Certification. (Nov 2007)

- (a) The offeror shall check the following certification:

Certification

The offeror does does not certify that -

- (1) The services under the contract are offered and sold regularly to non-Governmental customers provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or price list that is regularly maintained by the manufacturer or the offeror, is either published or otherwise made available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a price, established in the usual course of ordinary and usual trade between buyers and sellers, which can be substantiated from sources independent of the manufacturer or offeror;
 - (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annual basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation included in any resultant contract to this offeror; or
 - (2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract awarded to this offeror; and
 - (2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer requests that the offeror attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the conditions in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of
Provision)

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52.223-4 Recovered Material Certification (May 2008)

GRUBER, JONATHAN has elected not to complete this provision. Information pertaining to this provision will be submitted to the Government with individual offers/proposals.

(End of
Provision)

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52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Item

GRUBER, JONATHAN has elected not to complete this provision. Information pertaining to this prov be submitted to the Government with individual offers/proposals.

(End of
Provision) [Back to Top](#)

52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Envi Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that-
- (1) As the owner or operator of facilities that will be used in the performance of this contract the subject to the filing and reporting requirements described in section 313 of the Emergency P Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the l Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for s for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is sub Form R filing and reporting requirements because each such facility is exempt for at least on following reasons: [Check each block that is applicable.]
 - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed i 372.65;
 - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, appropriate certification form has been filed with EPA);
 - (iv) The facility does not fall within the following Standard Industrial Classification (SIC) cod corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 7389 (limited t primarily engaged in solvent recovery services on a contract or fee basis); or
 - (v) The facility is not located in the United States or its outlying areas.

(End of
Provision) [Back to Top](#)

52.225-2 Buy American Act Certificate (Feb 2009)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provisor domestic end product and that for other than COTS items, the offeror has considered componer unknown origin to have been mined, produced, or manufactured outside the United States. The list as foreign end products those end products manufactured in the United States that do not q domestic end products, i.e., an end product that is not a COTS item and does not meet the com in paragraph (2) of the definition of "domestic end product." The terms "commercially available (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Description: Country of Origin:

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Acquisition Regulation.

(End of
Provision)[Back to Top](#)**52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Feb 2004)**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered component parts of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "commercially available off-the-shelf (COTS) item," "component part," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country end product," "Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

- (b) The offeror certifies that the following supplies are Free Trade Agreement country end products (Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Description: Country of Origin:

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products that are manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description: Country of Origin:

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Acquisition Regulation.

Alternate I (Jan 2004)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the provision:

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description: Country of Origin:**Alternate II (Jan 2004)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the provision:

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description: Country of Origin:(End of
Provision)[Back to Top](#)**52.225-6 Trade Agreements Certificate (Jan 2005)**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision made, or designated country, end product, as defined in the clause of this solicitation entitled "Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated end products. **Other End Products:**
Description: Country of Origin:
- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate U.S.-made, or designated country, end products without regard to the restrictions of the Buy America Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the those products are insufficient to fulfill the requirements of this solicitation.

(End of
Provision)

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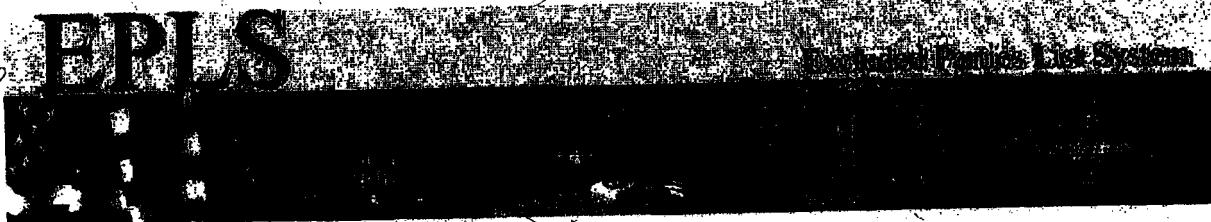
52.225-18 Place of Manufacture. (Sept 2006)

- (a) *Definitions.* As used in this clause-
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-99:
- (1) FSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
 - (3) FSG 88, Live Animals;
 - (4) FSG 89, Food and Related Consumables;
 - (5) FSC 9410, Crude Grades of Plant Materials;
 - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) FSC 9610, Ores;
 - (9) FSC 9620, Minerals, Natural and Synthetic; and
 - (10) FSC 9630, Additive Metal Materials.
- "Place of manufacture" means the place where an end product is assembled out of component otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the manufacture.
- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the products it expects to provide in response to this solicitation is predominantly—
- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) Outside the United States.
- FSC Code: Place of Manufacture:**

(End of Clause) [Back to Top](#)

52.226-2 Historically Black College or University and Minority Institution Representation

**NOTE: Session will terminate after 20 minutes of inactivity.
Click Here for feedback or comments form.**



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- > Exact Name and SSN/TIN
- > MyEPLS
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- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

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Search Results for Parties Excluded by

Partial Name : Gruber
DUNS : 829818975

As of 28-Mar-2009 11:22 AM EDT

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Your search returned no results.

We recommend an Advanced Search by Exact Name or Partial Name as all records may not include a DUNS.

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Reports

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Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > Email: support@epis.gov
episcomments@epis.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

OMB No. 0910-0118

AMERICAN CONTRACT

1. CONTRACT NUMBER: **2009-1999-CT-25103**

2. DATE: **6/19/09**

3. PROJECT NAME: **2009-1999-CT-25103**

4. PROJECT NUMBER: **2009-1999-CT-25103**

5. CONTRACTOR NAME AND ADDRESS:

GRUBER, JOSEPH M
63 PLEASANT ST
LANSINGTON VA 22421-6116

6. SUBMITTER NAME AND ADDRESS:

OFFICE OF THE SECRETARY
300 INDEPENDENCE AVE. S.W.
WASHINGTON DC 20501

7. NAME AND ADDRESS OF CONTRACTOR (if different from 5):

GRUBER, JOSEPH M
63 PLEASANT ST
LANSINGTON VA 22421-6116

8. TYPE OF CONTRACT:

FIRM PRICE OTHER: **Section C.1.**

9. CONTRACT VALUE:

1178743

10. PAYMENT METHOD:

OFFICE OF THE SECRETARY
300 INDEPENDENCE AVE. S.W.
WASHINGTON DC 20501

11. CONTRACTOR'S TAX IDENTIFICATION NUMBER (TIN):

2009-1999-CT-25103

| NO. ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|-----------|-------------|------|-----|------------|--------|
| Continued | | | | | |

| NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|-----|---|------|-----|------------|--------|
| 1 | CONTRACTOR'S OVERHEAD AND PROFIT | % | | | |
| 2 | CONTRACTOR'S GENERAL LIABILITY INSURANCE | | | | |
| 3 | CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE | | | | |
| 4 | CONTRACTOR'S WORKERS COMPENSATION INSURANCE | | | | |
| 5 | CONTRACTOR'S HEALTH AND DENTAL INSURANCE | | | | |
| 6 | CONTRACTOR'S RETIREMENT PLAN | | | | |
| 7 | CONTRACTOR'S UNEMPLOYMENT INSURANCE | | | | |
| 8 | CONTRACTOR'S LIFE INSURANCE | | | | |
| 9 | CONTRACTOR'S DISABILITY INSURANCE | | | | |
| 10 | CONTRACTOR'S MALPRACTICE INSURANCE | | | | |
| 11 | CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE | | | | |
| 12 | CONTRACTOR'S COMMERCIAL AUTO INSURANCE | | | | |
| 13 | CONTRACTOR'S FIDELITY AND SURETY INSURANCE | | | | |
| 14 | CONTRACTOR'S PENSION PLAN | | | | |
| 15 | CONTRACTOR'S HEALTH CARE PLAN | | | | |
| 16 | CONTRACTOR'S LIFE SAVINGS PLAN | | | | |
| 17 | CONTRACTOR'S RETIREMENT PLAN | | | | |
| 18 | CONTRACTOR'S UNEMPLOYMENT INSURANCE | | | | |
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| 20 | CONTRACTOR'S MALPRACTICE INSURANCE | | | | |
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| 23 | CONTRACTOR'S FIDELITY AND SURETY INSURANCE | | | | |
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| 26 | CONTRACTOR'S LIFE SAVINGS PLAN | | | | |
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| 29 | CONTRACTOR'S DISABILITY INSURANCE | | | | |
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| 90 | CONTRACTOR'S MALPRACTICE INSURANCE | | | | |
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| 93 | CONTRACTOR'S FIDELITY AND SURETY INSURANCE | | | | |
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| 96 | CONTRACTOR'S LIFE SAVINGS PLAN | | | | |
| 97 | CONTRACTOR'S RETIREMENT PLAN | | | | |
| 98 | CONTRACTOR'S UNEMPLOYMENT INSURANCE | | | | |
| 99 | CONTRACTOR'S DISABILITY INSURANCE | | | | |
| 100 | CONTRACTOR'S MALPRACTICE INSURANCE | | | | |

12. CONTRACTOR'S REPRESENTATION AND WARRANTY: I, the undersigned, represent and warrant that I am the duly authorized representative of the contractor named herein and that I am duly qualified to execute this contract on behalf of the contractor.

13. CONTRACTOR'S CERTIFICATION: I certify that the contractor named herein is a small business concern as defined in 15 CFR 121.201.

14. CONTRACTOR'S SIGNATURE: **Joseph M Gruber**

15. CONTRACTOR'S TITLE: **Contractor**

16. DATE SIGNED: **6/19/09**

17. CONTRACTOR'S ADDRESS: **63 Pleasant St, Lansington VA 22421-6116**

18. CONTRACTOR'S CONTACT INFORMATION: **63 Pleasant St, Lansington VA 22421-6116**

19. CONTRACTOR'S PHONE NUMBER: **(703) 444-1111**

20. CONTRACTOR'S FAX NUMBER: **(703) 444-1111**

21. CONTRACTOR'S E-MAIL ADDRESS: **jgruber@gruber.com**

| | | | |
|---------------------------|---|------|----|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
| | HHSP23320094301EC | 2 | 14 |

NAME OF OFFEROR OR CONTRACTOR
GRUBER, JONATHAN 1178743

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1 | Tax ID Number: 26-1204014 DUNS Number: 829818975 Appr. Yr.: 2009 CAN: 19999MY Object Class: 25103 FOB: Destination Period of Performance: 06/19/2009 to 02/18/2010 FIRM FIXED PRICE: Continuation of Technical Assistance for Evaluating Options for National Healthcare Reform (see section C for statement of work). Obligated Amount: \$297,600.00 | | | | 297,600.00 |

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONSIDERATION

This is a completion type, firm fixed price services contract. In consideration of the satisfactory performance of the work called for in Section C, the Contractor shall be paid in accordance with the schedule below.

| | | |
|--|-------------------------|---------------------|
| CLIN 1 - Continuation of Technical Assistance for Evaluating Options for National Healthcare Reform (see Section C) | Firm Fixed Price | \$297,600.00 |
|--|-------------------------|---------------------|

B.1.A PAYMENT SCHEDULE

Payment in the amount of \$297,600.00 shall be made up completion, delivery, and acceptance of all deliverables.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**Background**

One of the most important policy initiatives of President Obama is increasing access to affordable health insurance for all Americans. In general this will be accomplished by building on the existing health care system, using existing health care providers and health insurance plans, and establishing an insurance exchange and a "public plan" option. In order to expand coverage, some of the initiatives that the Obama plan calls include expanding eligibility for Medicaid and SCHIP, creating a tax credit to small businesses to provide health insurance, expanding community health centers, requiring larger employer that do not offer coverage to make a meaningful contribution to the cost of coverage, and mandating that all children be covered.

The purpose of this contract is to produce a technical memorandum on the estimated changes in health insurance coverage and associated costs and impacts to the government under alternative specifications of health system reform. The alternative specifications to be considered will be derived from the President's health reform proposal. This project is a continuation of work that is currently underway.

Statement of Work

Task 1 Consult with Senior Officials in the HHS Office of Health Reform and the Office of the Assistant Secretary for Planning and Evaluation

The contractor shall consult with senior officials in the HHS Office of Health Reform and the Office of the Assistant Secretary for Planning and Evaluation (ASPE) to develop detailed specifications of alternative proposals to increase health insurance coverage. These alternatives may vary in terms of the value of a tax subsidy, the change in eligibility for public insurance coverage, the specification of a health insurance benefits package, or other elements that might affect the decision to obtain health insurance coverage. These consultations shall be on-going throughout the course of the project. It is anticipated that these discussions will be done via telephone and not necessitate the contractor to incur any travel expenses.

Task 2 Develop Estimates of the Impacts of Various Health Reform Proposals on Health Insurance Coverage and Cost.

Based on the specifications developed in Task 1, the contractor shall develop estimates on the change in the number of individuals with health insurance coverage (i.e., changes in total coverage and the newly insured) and the costs to the government and the private sector associated with these estimated changes in coverage. These estimates shall be accomplished utilizing a simulation model that the contractor has already developed for the purpose of developing such estimates. The results of these simulations shall be presented to the HHS Office of Health Reform, ASPE and the Office of Management and Budget, and subsequent refinements made on an as needed basis.

Task 3 Deliverables

Task 3.1 Monthly Progress Reports

HHSP23320094301EC

The contractor shall provide a monthly progress report to the COTR indicating key activities conducted, problems encountered, resolution of existing problems, funds spent during that month, and cumulative funds expended. This report should also include a brief discussion of upcoming activities for the next month.

Task 3.2 Technical Memoranda

The contractor shall prepare and submit a technical memorandum that fully describes the proposal impact estimates, as well as indicating the strengths and limitations of this analysis. This memorandum shall cover the analyses performed over the duration of this eight month project.

HHSP23320094301EC

SECTION D - PACKAGING AND MARKING

D.1. MARKING

All information and deliverables submitted to the COTR shall be delivered to the address shown in Section F.3.2. entitled "Place of Delivery" and shall be marked as follows:

1. Name and address of the Contractor;
2. Contract Number HHSP23320094301EC;
3. Description of item contained therein; and
4. Consignee's name and address.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

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

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

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

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

| FAR | |
|-------------------|---|
| <u>Clause No.</u> | <u>Title and Date</u> |
| 52.246-4 | Inspection of Services – Fixed Price (AUG 1996) |

SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF PERFORMANCE

06/19/2009 – 02/18/2010.

F.2. DELIVERABLES AND ACTIVITIES

The following deliverables shall be provided to the COTR and the activities shall be completed by the Contractor by the due dates indicated.

| <i>Task 3</i> | <i>Quantity required</i> | <i>Due date</i> |
|-------------------------|--------------------------|-----------------|
| Monthly Progress Report | 1 | Monthly |
| Technical Memorandum | 1 | 02/18/2010 |

F.3. DELIVERY REQUIREMENTS

1. Hours of Delivery

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

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

2. Place of Delivery

Deliveries to the COTR shall be sent to:

Donald F. Cox
 Office of the Assistant Secretary for Planning and Evaluation (ASPE)
 Hubert Humphrey Building, Room 447D.7
 200 Independence Ave. SW
 Washington DC 20201

HHSP23320094301EC

Tel: 202.690.6597
Fax: 202.401.7321
Email: donald.cox@hhs.gov

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

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

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

| <u>FAR</u> <u>Clause No.</u> | <u>Title and Date</u> |
|---------------------------------|----------------------------|
| 52.242-15 | Stop Work Order (AUG 1989) |

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. INVOICE SUBMISSION

- A. The Contractor shall submit invoices monthly in accordance with the payment schedule (see L.4.2.A). One original invoice complete with all required back-up documentation must be submitted via email to the Contract Specialist at clint.druk@psc.gov.

One copy of the invoice complete with all required back-up documentation must be sent directly to the COTR at donald.cox@hhs.gov.

One copy of the invoice with copies of all required back-up documentation must be sent directly to the Finance Office, the designated invoice office, for payment. All calls concerning contract payment shall be directed to the general help-line number on (301) 443-3020. The address for the Finance Office responsible for payment is:

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

Additionally, a copy shall be submitted to the Finance Office via email at psc_finance@psc.gov.

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

1. Contractor's name and invoice date;
2. Contract number;
3. Identification of the deliverable(s) delivered;
4. Other substantiating documentation or information as required by the contract;
5. The Internal Revenue Service TAX IDENTIFICATION NUMBER or social security number;
6. Signature of an authorized official certifying the invoice to be correct and proper for payment; and
7. COTR's name, email address, and telephone number.

C. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under the contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated in Section G.1.A. above (the address showing room 16A-12) in accordance with Section I, FAR Clause 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration.

G.2. AUTHORITIES OF GOVERNMENT PERSONNEL

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

1. Contracting Officer: Clint Druk

All contract administration shall be performed by Clint Druk, Contract Specialist, Division of Acquisition Management, Parklawn Building, Room 5-101, 5600 Fishers Lane, Rockville, Maryland 20857, Telephone: (301) 443-0403, Email: clint.druk@psc.gov. All communications pertaining to contractual and/or administrative matters under the contract should be addressed to Mr. Druk.

2. COTR:

Donald F. Cox
Office of the Assistant Secretary for Planning and Evaluation (ASPE)
Hubert Humphrey Building, Room 447D.7
200 Independence Ave. SW
Washington DC 20201
Tel: 202.690.6597
Fax: 202.401.7321
Email: donald.cox@hhs.gov

COTR Appointment and Authority

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

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

The COTR does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (c) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.
- (d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.3. HHSAR 352.270-5 KEY PERSONNEL (JAN 2006)

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

Dr. Jonathan Gruber
Dr. John Graves

G.4. CONTRACTOR PERFORMANCE

The contractor's performance shall be evaluated annually. This evaluation shall become a part of the contract file and shall be used as past performance information in evaluating the contractor's past performance on future contracts. The contractor shall be given a minimum of 30 days to submit comments, rebutting statements, or additional information. A sample of the "Contractor Performance Report" form that may be used to conduct these evaluations is located at <http://cps.od.nih.gov>. Contractors are required to register with the NIH Contractor System at <https://cpscontractor.nih.gov>.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. ACCESSIBILITY BY INDIVIDUALS WITH DISABILITIES

The following Section 508 standards are applicable:

- 36 CFR 1194.21 Software and Operating Systems
- 36 CFR 1194.22 Internet and Intranet Information and Applications
- 36 CFR 1194.24 Video and Multimedia
- 36 CFR 1194.31 Functional Performance Criteria
- 36 CFR 1194.41 Information, Documentation, and Support.

All electronic documents must meet HHS standards for the applicable format. HHS standards can be found at: <http://www.hhs.gov/web/policies/standardscategory.html>

Electronic and Information Technology Accessibility (XXXXXXX 2008)

Section 508 of the Rehabilitation Act of 1973 (28 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, and/or used under this contract/order, must comply with the "Electronic and Information Technology Accessibility Provisions" set for by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 provisions is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be access at <http://www.access-board.gov/sec508/provisions.htm>.

The Section 508 standards applicable to this contract/order are identified in the Statement of Work/Specification/Performance Work Statement. The contractor must provide a written Section 508 conformance certification due at the end of each order/contract exceeding \$100,000 when the order/contract duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility in the Product Assessment Template, remediation of the product and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its own expense.

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

Prior to the Contracting Officer exercising an option for a subsequent performance period/additional quantity or adding incremental funding for a subsequent performance period under this contract, as applicable, the Contractor must provide a Section 508 Annual report to the Contracting Officer and Contracting Officer's Technical Representative (also known as COTR or Contracting Officer's Representative). Unless otherwise directed by the Contracting Officer in writing, the Contractor shall provide the cited report in accordance with the following schedule. Instructions for completing the report

HHSP23320094301BC

are available at: <http://www.hhs.gov/od/vendors/index.html> (they are included in the report). The Contractor's failure to submit a timely and properly completed report may jeopardize the Contracting Officer's exercising an option or adding incremental funding, as applicable.

Schedule for Contractor Submission of Section 508 Annual Report

The Section 508 Annual Report shall be included with any of the Annual Reports which are required and defined above.

SECTION I - CONTRACT CLAUSES

I.1. FAR 52.227-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees.

However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

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

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

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

Clause No. Title and Date

- 52.202-1 Definitions (JUL 2004) *[as modified by HHSAR 352.202-1 Definitions (JAN 2006), substitute paragraph (a) and add Alternate Paragraph (h)]*
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- 52.204-7 Central Contractor Registration (APR 2008)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
- 52.215-2 Audit and Records - Negotiation (MAR 2009)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
- 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-16 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUNE 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-14 Rights in Data - General (DEC 2007)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.230-2 Cost Accounting Standards (OCT 2008)
- 52.230-6 Administration of Cost Accounting Standards (MAR 2008)
- 52.232-1 Payments (APR 1984)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-17 Interest (OCT 2008)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer -- Central Contractor Registration

(OCT 2003)
52.233-1 Disputes (JULY 2002) – Alternate I (DEC 1991)
52.233-3 Protest after Award (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
52.242-13 Bankruptcy (JUL 1995)
52.243-1 Changes – Fixed Price (AUG 1987) Alternate I (APR 1984)
52.244-5 Competition in Subcontracting (DEC 1996)
52.244-6 Subcontracts for Commercial Items (MAR 2009)
52.246-25 Limitation of Liability–Services (FEB 1997)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
52.253-1 Computer Generated Forms (JAN 1991)

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

| <u>Clause No.</u> | <u>Title and Date</u> |
|-------------------|--|
| 352.202-1 | Definitions (JAN 2006) |
| 352.224-70 | Confidentiality of Information (JAN 2006) |
| 352.232-9 | Withholding of Contract Payments (JAN 2006) |
| 352.249-14 | Excusable Delays (JAN 2006) |
| 352.270-1 | Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JAN 2001) |
| 352.270-4 | Pricing of Adjustments (JAN 2001) |
| 352.270-6 | Publications and Publicity (JAN 2006) |
| 352.270-7 | Paperwork Reduction Act (JAN 2006) |
| 352.270-10 | Anti-Lobbying (JAN 2006) |

United States Senate

COMMITTEE ON FINANCE
WASHINGTON, DC 20510-6200

January 12, 2010

Via Electronic Transmission

The Honorable Kathleen Sebelius
Secretary
U S Department of Health and Human Services
200 Independence Avenue, SW
Washington, DC 20201

Dear Secretary Sebelius

As the senior senator from Iowa and Ranking Member of the United States Committee on Finance (Committee), I have a duty to conduct oversight of the executive branch, including the activities of the Department of Health and Human Services (HHS or the Department) This duty includes monitoring HHS activities and conducting oversight to ensure that taxpayer dollars are used appropriately

I write concerning Massachusetts Institute of Technology professor Jonathan Gruber's relationships with HHS Recent reports state that Professor Gruber received nearly \$400,000 from HHS in exchange for his providing assistance in evaluating Congress's various health care reform proposals During this same time, he was active in promoting and defending the Administration's preferred health care policies both before Congress and in the media This includes Dr Gruber's participation in the Committee's May 12, 2009, Roundtable Discussion entitled "Financing Comprehensive Health Care Reform" On occasions such as this one, it appears that Professor Gruber advanced the Administration's agenda without disclosing the fact that he was receiving federal remuneration

For years, I have advocated for transparency in the operation of government and in the use of taxpayer dollars While it is questionable for Professor Gruber to advocate Administration positions in the media without disclosing his financial ties to the Administration, I am especially concerned by his advocacy before the United States Congress When an academic leader comes before Congress to advocate a position, Congress should have confidence that he or she is independent and not being paid to assist the Administration In this case, it appears that neither Professor Gruber nor the Department found it worth informing Congress of his substantial ties in advance of, or any time after, his testimony

Senator Mike Enzi wrote to you yesterday requesting information concerning Professor Gruber's relationship with the Department Today, I write to ask that you require any individuals under contract with your Department to disclose that fact publicly

to the Committee prior to any testimony before Congress I also request that you provide a full list of individuals who are currently under contract, or have been under contract at any point within the past year, to assist the Department in any aspect of the health care reform process

As I am sure you will agree, this is the clearest way of ensuring full transparency and preventing future questions about taxpayer funds and those advocating positions before Congress If the health care debate has shown us anything, it is that our government can greatly benefit from more openness and transparency

Thank you for your attention to this important matter I request that your agency provide a response by no later than February 5, 2010 Should you have any questions regarding this letter, please contact Christopher Armstrong at (202) 224-2415 All formal correspondence should be sent electronically in PDF format to Brian_Downey@finance-rep.senate.gov

Sincerely,



Charles E. Grassley
Ranking Member