

Statement of Work (SOW)

SOW

Senior Housing, Nursing Home Care and Hospitals Data Subscription Services

10/07/2024

Vision Statement.....	4
1 General Information	4
1.1 Scope of Work/Description of Services	4
1.2 Background.....	4
1.3 Constraints.....	5
1.4 Non-Personal Services	5
1.5 Period of Performance	6
1.6 Place of Performance.....	6
1.7 Hours of Operation.....	6
1.8 Special Qualifications.....	6
1.9 Post Award/Kickoff Conference.....	6
1.10 Status Meetings	6
1.11 Contractor Travel	6
1.12 Transition In	6
1.13 Transition Out	7
2 Definitions and Acronyms	7
2.1 Definitions	7
2.2 Acronyms.....	8
3 Government-Furnished Property and Services.....	8
3.1 Government Services.....	8
3.2 Facilities.....	8
3.3 Equipment.....	8
3.4 Materials	8
3.5 Quality Assurance (QA)	8
4 Contractor-Furnished Items and Services	9
4.1 Facilities.....	9

4.2 Equipment..... 9

4.3 Material 9

4.4 Contractor Responsibilities..... 9

4.5 Contractor Personnel 9

4.6 Identification of Contractor Employees10

5 Specific Tasks10

6 Deliverables10

6.1 Acceptance Criteria.....11

7 Related Documents11

Vision Statement

To retain the operations of the Department's access to an online database support service for a mission critical function.

1 General Information

1.1 Scope of Work/Description of Services

The Department of Housing and Urban Development (HUD), Office of Risk Management and Regulatory Affairs (ORMRA), requires data subscription contractor support services to provide unlimited online database access to key economic forecast data, pertaining to Senior Housing and Nursing Home Care Price Index forecast data by Metropolitan Statistical Area (MSA).

Services shall include:

- Search capabilities by address, city, county, state, zip code or latitude/longitude.
- Radius and polygon search functionality
- Inventory of existing stock within a targeted search location
- Construction pipeline reporting across all phases – from planned to under construction.

Detailed descriptions of specific tasks are provided in Section 5 – *Specific Tasks and Deliverables*.

1.2 Background

The Office of Risk Management and Regulatory Affairs (ORMRA), Portfolio Analysis Division (PAD), is responsible for monitoring the performance of FHAs single family, multifamily, and healthcare programs. It prepares periodic reports to the FHA Commissioner on FHA business activities and oversees the statutorily mandated annual actuarial review of FHAs largest insurance fund. ORMRA is also responsible for assessing the financial impact on FHAs insurance funds of new or revised programs and policies and evaluating relationships between current economic and market conditions and FHA program goals and objectives.

Market reports of the inventory, supply, demand, occupancy rates, absorption rates and trends, new construction trends, facility conditions and other general market information are key economic drivers that may result in an FHA insured facility or multiple properties becoming obsolete or uncompetitive. Sales data and trends can impact the recovery rate upon the asset disposition of a claimed property.

There have been significant disparities among regions in both their price appreciation and subsequent price correction experiences. Therefore, the impact of the recent price correction on mortgage holders and insurers portfolios depends on their geographic profile. The geographic profile of the FHA Healthcare portfolio is much different than the geographic profile of the conventional mortgage portfolio since it insured relatively very few loans in states that experienced both significant price appreciation and correction. Because FHAs geographic risk profile of loans is so much different than the national distribution of loans not only being

impacted by regional economic factors, but governmental policy shifts such as the reduction in Medicaid payments to Nursing Home facilities that have caused widespread Nursing home failures and FHA insurance claims in Illinois.

FHA insured Healthcare properties do not operate in a vacuum. Market factors and nearby facilities will impact the creditworthiness of insured properties with the capability to define a primary and secondary market range around facilities, across state borders becoming an important tool for monitoring the condition of the existing portfolio, anticipating potential problem locations, reviewing underwriting standards in specific regions, and alerting Executive FHA Management of losses that will have to be incurred in order to fulfill HUD's mission analyzing the impact on the GI/SRI funds.

1.3 Constraints

The services identified in this SOW will adhere to the rules, regulations, laws, standards, and conventions identified by HUD as well as within the Federal Government. Constraints include the following:

- Metropolitan Statistical Area (MSA)
- The information provided electronically shall be screen-readable, in compliance with Section 508 of the Rehabilitation Act Amendments of 1998 (29 U.S.C. 794(d)) as enacted in the Workforce Investment Act of 1998.
- The subscription vendor shall furnish the necessary professional, technical and clerical services equipment and facilities to provide housing and economic information and forecasts with project level detail.

1.4 Non-Personal Services

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately. These services shall not be used to perform work of a policy, decision making, or management nature, i.e. inherently Government functions. All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

1.5 Period of Performance

The period of performance shall be one 12-month base year and four (4) one year option periods.

1.6 Place of Performance

The place of performance shall be at the Contractor's facility.

1.7 Hours of Operation

N/A

1.8 Special Qualifications

N/A

1.9 Post Award/Kickoff Conference

The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Government intends to convene a Post Award Conference with the Contractor within ten business days after contract award. The Contracting Officer will notify the Contractor of the specific date, location, and agenda within five business days after contract award.

1.10 Status Meetings

The Contracting Officer, Contracting Officers Representative (COR) and other Government personnel, as appropriate may meet periodically with the Contractor to also review Contractor performance, requirement status, etc. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance or progress of the requirement. The Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Post Award Conference and subsequent meetings may be held via teleconference.

1.11 Contractor Travel

Prior to travel, the Contractor shall coordinate with and receive Government authorization from the COR for all travel. Reimbursement of travel costs will be in accordance with the Federal Travel Regulation and in accordance with FAR 31.205-46. The Contractor shall travel using the lower cost mode transportation commensurate with the mission requirements. When necessary to use air travel, the Contractor shall use the tourist class, economy class or similar lodging accommodations to the extent they are available and commensurate with the mission requirements. HUD will not reimburse Contractor's local travel. Local travel is defined as travel within fifty (50) miles of Washington, DC. All other travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid.

1.12 Transition In

N/A

1.13 Transition Out

N/A

2 Definitions and Acronyms

2.1 Definitions

Business/Workdays - Every official workday of the week which are days between and including Monday to Friday. This does not include public holidays and weekends.

Calendar Day - Any day of the week.

Contractor - A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contracting Officer (CO) - A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: the only individual who can legally bind the Government.

Contracting Officer's Representative (COR) - An employee of the U.S. Government appointed by the Contracting Officer to perform contract administration activities in regard to technical issues. This individual has authority to provide technical direction to the Contractor as long as direction is within the scope of the contract, does not constitute a change and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Defective Service - A service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Government Furnished Property (GFP) - Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Performance Requirements Summary (PRS) - A listing of the performance requirements under the contract that are to be evaluated by the Government on a regular basis, performance indicators for these requirements, performance standards for these requirement and surveillance methods to be used to determine if performance standards are met.

Performance Standard - The Contractor's performance level required by the Government.

Performance Work Statement (PWS) - A statement of work for performance-based acquisitions that describe the required results in clear, specific and objective terms with measurable outcomes.

Physical Security - Actions that prevent the loss or damage of Government property.

Service Contract - A contract that directly engages the time and effort of a Contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

Work Week - Monday through Friday, unless specified otherwise.

2.2 Acronyms

CO - Contracting Officer

COR - Contracting Officer's Representative

EST - Eastern Standard Time (U.S.)

FHA – Federal Housing Administration

HUD - U.S. Department of Housing and Urban Development

MSA - Metropolitan Statistical Area

ORMRA – Office of Risk Management and Regulatory Affairs

PAD - Portfolio Analysis Division

3 Government-Furnished Property and Services

The Contractor shall ensure accurate control and accountability of all Government-Furnished Property in accordance with the terms and conditions of this contract. The Government will furnish, at no cost to the Contractor, the GFP shown below.

3.1 Government Services

No Government services will be provided - Web access only.

3.2 Facilities

No facilities will be provided by the Government - Web access only.

3.3 Equipment

No Government equipment will be provided - Web access only.

3.4 Materials

No Government materials will be provided - Web access only.

3.5 Quality Assurance (QA)

The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality level.

4 Contractor-Furnished Items and Services

The Contractor shall furnish, all facilities, equipment, and supplies required to perform the work under this contract that are not listed under Government-Furnished Property and Services.

4.1 Facilities

The contractor shall furnish all facilities.

4.2 Equipment

The contractor shall furnish all equipment.

4.3 Material

The contractor shall furnish all materials.

4.4 Contractor Responsibilities

The Contractor shall only conduct business with designated Government personnel listed as points of contact (POCs). Names of authorized personnel shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period. U.S. Government records, copies of original results and reports, verified original data, corrected data and corrected supporting final reports which are maintained by the Contractor remain the property of the U.S. Government. These files/results must be surrendered to the COR.

4.5 Contractor Personnel

The Contractor shall provide a Contract/Project Manager who shall be responsible for the performance of work. An alternate shall also be designated to act in the absence of the Contract/Project Manager. These Contractor personnel (main point of contact and alternate point of contact) are considered Key Personnel by the Government and shall be listed as such in accordance with HUDAR 2452.237-70, "Key Personnel. The Contract/Project Manager and alternate shall have full authority to act on all contact matters relating to daily operations of this contract.

Accordingly, at a minimum, the points of contact shall have the technical knowledge of the requirement and be in the position to receive assignment, guidance, and direction from the COR, PM and CO per HUDAR 2452.237-73, "Conduct of Work and Technical Guidance" and shall be allocated enough hours to the requirement to ensure successful performance. These points of points of contact shall each be an employee of the Contractor.

An employee of a subcontractor is not acceptable for either of these positions. The Contract/Project Manager or alternate shall be available between the hours of 8:00am to

4:30pm Monday through Friday EST, except Federal Holidays or when the Government facility is closed for administrative reasons.

4.6 Identification of Contractor Employees

All Contractor/subcontractor personnel shall wear company picture identification badges as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail, Contractor/subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees.

Contractors/subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation. Where practicable, Contractor/subcontractors occupying collocated space with their Government program customer shall identify their workspace area with their name and company affiliation, or at a minimum, "Contractor" after name.

5 Specific Tasks

5.1 Subscription Services

The contractor shall provide Senior Housing and Nursing Home Care Price Index forecast data in accordance with the Metropolitan Statistical Area (MSA). The subscription shall provide unlimited on-line access for users to the economic forecast data with the following capabilities:

1. Search capabilities by address, city, county, state, zip code or latitude/longitude.
2. Radius and polygon search functionality
3. Inventory of existing stock within a targeted search location
4. Construction pipeline reporting across all phases – from planned to under construction.
5. Property-level characteristics, inclusive of unit mix.
6. Demographic data around properties or addresses.
7. Aggregated asking rate and occupancy data for your selected peer group.
8. Property-level sales transactions.
9. Hospitals by location.
10. 10+ years of market fundamentals data for primary metro markets
11. 9+ years for secondary metro markets
12. Historical time series data at the national, regional, metro and county levels.
13. Data cuts using property or community type classifications.
14. Visual depictions of market performance through exportable graphs and charts.
15. Metro market rankings by key indicators.

6 Deliverables

The Contractor shall complete all work and submit all deliverables as specified herein. The Government reserves the right to make changes to delivery dates.

Number	Name	Frequency	Quantity
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6.1 Acceptance Criteria

N/A

7 Related Documents

The Contractor shall abide by all applicable regulations, publications, manuals, policies, and procedures in the performance of this contract.