

**PART I - THE SCHEDULE  
SECTION A - SOLICITATION FORM**

Request for Proposal  
No. AHRQ-01-0011

Date Issued: **February 21, 2001**  
Date Due: **April 6, 2001**

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-01-0011, entitled "Develop, Implement, Maintain and Assess a National Electronic Web-Based Morbidity and Mortality Conference Site." Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

A cost reimbursement type contract is contemplated for a period of two (2) years plus a one (1) year Option Period.

**NOTICE OF SMALL BUSINESS GOALS:** All offerors (other than small businesses) must submit a complete subcontracting plan with their initial proposal. The requirement to submit a subcontracting plan also applies to colleges, universities, and non-profit organizations, as well as large business concerns. AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value for the base period) for **Small Disadvantaged Businesses**, and at least **5%** (as a percentage of total contract value for the base period) for **Women-Owned Small Businesses**, and at least **2%** (as a percentage of total contract value) for **HUBZone Small Businesses**. These goals represent AHRQ's expectation of the minimum level for subcontracting with small businesses at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.** The approved plan will be included in any resultant contract.

Offerors shall submit the following:

- A. Technical Proposal (See Section L.9) **Original and 12 copies**
- B. Past Performance Information (See Section L.10) **Original and 3 copies**
- C. Small Disadvantaged Business Participation Plan (See Section L.11) **Original and 1 copy**
- D. Business Proposal (See Section L.12) **Original and 5 copies**
- E. Small Business Subcontracting Plan (See Section L.12.B.) **Original and 5 copies** (This does not apply to small business concerns)

Your technical proposal must be concisely written and should be limited to **125 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., resume, etc., see Section L.9 for additional details). This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis for rejection of your proposal.

Your proposal must provide the full name of your company, the address, including county, Tax Identification Number (TIN), Dun and Bradstreet No., and if different, the address to which payment should be mailed.

**YOUR ATTENTION IS CALLED TO THE LATE PROPOSAL PROVISIONS PROVIDED IN SECTION L.3 OF THIS RFP. YOUR ATTENTION IS ALSO DIRECTED TO THE TECHNICAL PROPOSAL INSTRUCTIONS PROVIDED IN SECTION L.9 OF THE SOLICITATION.**

Questions regarding this solicitation shall be received in this office no later than **March 15, 2001** (See Section L.6). Your questions should be submitted to the attention of Sharon Williams, Contracting Officer, Agency for Healthcare Research and Quality, Suite 601, 2101 E. Jefferson Street, Rockville, Maryland 20852 and the envelope should be marked "Proposal Questions RFP No. AHRQ-01-0011."

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **3:00 p.m.**, local prevailing time, on **April 6, 2001**. Your proposal must be mailed to the following address:

Agency for Healthcare Research and Quality  
Division of Contracts Management  
2101 E. Jefferson Street, Suite 601  
Rockville, Maryland 20852

Hand carried proposals may be dropped off at the above location, at Room 6E82. The Division of Contracts Management offices are located in Suite 601 in the East Wing of the 6<sup>th</sup> Floor.

The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

Requests for any information concerning this RFP should be referred to Mrs. Sharon Williams, (301) 594-7192.

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**SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

“Develop, Implement, Maintain and Assess a National Electronic Web-Based Morbidity and Mortality Conference Site.” See Section C for a complete description.

**B.2. ESTIMATED COST AND FIXED FEE**

- a. The estimated cost (exclusive of fixed fee) of this two-year contract is \$ (TO BE COMPLETED UPON AWARD)
- b. The fixed fee for this contract is \$(TO BE COMPLETED UPON AWARD). The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the Clauses ALLOWABLE COST AND PAYMENT and FIXED FEE incorporated herein.
- c. The Government’s obligation, represented by the sum of the estimated cost plus fixed fee, is \$ (TO BE COMPLETED UPON AWARD). The following is the total estimated cost plus fixed fee broken down by year:

	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Year 1	(TO BE COMPLETED UPON AWARD)		
Year 2			
Total			

- d. Total funds currently available for payment and allotted to this contract are \$ (TO BE COMPLETED UPON AWARD), of which \$ (TO BE COMPLETED UPON AWARD) represents the estimated costs, and \$ (TO BE COMPLETED UPON AWARD) represents the fixed fee.
- e. It is estimated that the amount currently allotted will cover performance of the contract through (TO BE COMPLETED UPON AWARD)
- f. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor. For further provisions on funding, see the Limitation of Funds and the Allowable Cost and Payment (and Fixed Fee) clauses incorporated into the contract.

### B.3 OPTION PERIOD

In the event that the option period is exercised, the total estimated cost and fixed fee will be increased by the following amounts:

	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Option Year	\$ _____	\$ _____	\$ _____

The Contracting Officer may unilaterally exercise this option period and allot additional funds to the contract in accordance with the FAR option clauses.

### B.4 PROVISIONS APPLICABLE TO DIRECT COSTS

a. Items Unallowable Unless Otherwise Provided

Notwithstanding the clauses, ALLOWABLE COST AND PAYMENT, and FIXED FEE, incorporated into this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose-office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property, 1990, regardless of acquisition value;
- (5) Travel to attend general scientific meetings;
- (6) Foreign Travel;
- (7) Any costs incurred prior to the contract's effective date;
- (8) Rental of meeting rooms not otherwise expressly paid for by the contract;
- (9) Any formal subcontract arrangements not otherwise expressly provided for in the contract;
- (10) Consultant fees in excess of \$500/day; and
- (11) ADP hardware or software.

- b. This contract is subject to the provisions of Public Law (P.L.) 99-234 which amends the Office of Federal Procurement Policy Act to provide that contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for Federal employees.

The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

## SECTION C

### DESCRIPTION/SPECIFICATION/WORK STATEMENT

#### National Electronic Web-based (NEW) M & M

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work as described in the following sections.

#### A. Background Information

A recent Institute of Medicine report (*To Err is Human, Building a Safer Health System*), noted medical errors as a significant source of excess morbidity, mortality, and costs. The report estimates that between 44,000 and 98,000 people die annually as a result of medical error. Costs associated with medical error are estimated to be between \$17 billion and \$29 billion annually with one half of these costs attributable to health care (Kohn).

As part of its reauthorization, the Agency for Healthcare Research and Quality is required to reduce errors in medicine by (1) identifying the causes of preventable health care errors and patient injury in health care delivery; (2) developing, demonstrating, and evaluating strategies for reducing errors and improving patient safety; and (3) disseminating such effective strategies throughout the health care industry. In carrying out these responsibilities, the Agency has developed a coordinated plan for achieving these three goals that includes projects funded through both grant and contract mechanisms.

Through morbidity and mortality conferences, hospitals and medical schools have a rich tradition of clinicians critically appraising their performance in an attempt to learn from their mistakes. While these discussions are considered open to each institution's medical practitioners (i.e., staff and trainees), the discussion and lessons learned are not shared outside the institutional walls because of concerns about liability and patient confidentiality. This limitation severely constrains opportunities for learning within the overall medical community and subjects patients and practitioners alike to unnecessary and repetitive risk.

Other fields such as aviation have addressed this type of issue by creating an open forum for discussion and learning through a de-identified process. The NASA's Aviation Safety Reporting System (ASRS) and newsletter, *Callback*, are two notable examples. The ASRS provides for the receipt, analysis, and de-identification of aviation safety reports using a data collection form with a tear-off portion that contains the reporter's identifying information. It is collected initially so that a reporter can be contacted for clarification or further detail. Once the report is complete, the identification strip is returned to the reporter and the ASRS retains no identifying material in its files. ASRS data are used to produce periodic reports of findings that are subsequently published and distributed to the public, the aviation community, and the Federal Aviation Administration (FAA). The ASRS includes actual and potential deficiencies involving safety but does not include information concerning criminal activity. The ASRS system also includes an immunity policy which prohibits the use of any reports under the ASRS in any disciplinary action (<http://asrs.arc.nasa.gov/immunity.htm>). The *Callback* publication

includes a description of several problems, their likely cause, and their potential solutions. The descriptions do not include information on the author, date of the event, etc. that could in any way identify the reporter, but do provide sufficient detail to identify and understand the problem as well as prevent their recurrence.

Health care is in need of such a mechanism to promote widespread practitioner learning and to minimize patient exposure to risk. Some health care systems have developed programs to share experiences with errors that result in adverse events as well as those that are “near misses,” e.g., the Veterans Health Administration. Some systems exist to share information regarding pharmaceutical use. However, there is no broad-based, general system by which clinicians may share their experiences with “near misses.”

This project expands upon the Agency’s activities to reduce error and improve the delivery of safe health care. It complements a series of solicitations that form an integrated set of activities to design and test best practices for reducing errors in multiple settings of care, develop the science base to inform these efforts, improve provider education to reduce errors, capitalize on the advances in information technology to translate proven effective strategies into widespread practice, and build the capacity to further reduce errors. In particular, this procurement complements the Patient Safety Research Dissemination and Education activities planned to fund researchers and organizations (e.g. professional associations, hospital groups, national organizations) to develop, demonstrate, and evaluate new approaches to improving provider education in order to reduce errors, such as using new knowledge on patient safety and to develop curricula, continuing education, simulation models, and other provider training strategies.

This project is an initial, focused effort that builds upon traditional, physician-operated morbidity and mortality conferences. The project’s end products are intended to be used by physician trainees as well as practicing physicians. Based on the success of this project, the Agency may consider broadening its efforts to include similar activities for other disciplines (e.g., nursing).

B. Objectives

The contract objectives are to: (1) Develop, test, implement, and assess a national, web-based, blame-free learning program for providers of health care that relies on reports of “near misses”<sup>1</sup> and is modeled after and functions like hospital morbidity and mortality conferences; (2) advance learning from “near misses,” and (3) improve patient safety by reducing the risk for “near misses.”

C. Specific Requirements

Specifically, the contractor shall:

1. Design and develop a national, web-based, blame-free education and learning program based on “near misses” and modeled after hospital-based morbidity and mortality

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<sup>1</sup>Near misses are defined as errors that do not result in harm or injury. The term “near miss” is synonymous with the term “close call.”

conferences.<sup>2</sup>

The Contractor shall design a system that regularly solicits, selects, and posts to the Web, de-identified and non-confidential medical, surgical, gynecological/ obstetrical, psychiatric, and pediatric “near miss” case reports to be used for electronic discussion and learning. Electronic discussions shall promote the inclusion of comments, reviews, and dialogue from multiple disciplines including medicine, law, ethics, etc. The initial design shall include a process that promotes the periodic (e.g. monthly) receipt of brief medical, surgical, psychiatric, obstetrical/gynecological, and pediatric abstracts that can be screened for level of interest by a standing editorial panel selected by the Contractor. On a monthly basis, one selected abstract in each of the five categories shall be identified and a detailed case report for each of the five shall be developed that includes a formal root cause analysis as well as remedial strategies which can be posted on a web site for comment. One case summary per category per month will be required to be posted electronically and be open to an objective, electronic dialogue that shall be captured and analyzed.

- 1.1 Design and develop a web-based system for blame free learning and education based on “near misses” modeled on hospital based morbidity and mortality conferences. The Contractor shall (a) develop methods to solicit, screen, and select case abstracts (one for each of the five categories per month) and full case summaries (including root cause analysis and actions to prevent or remedy the “near miss”) using a standardized reporting form to facilitate data collection and analysis that results in a fully functioning electronic Morbidity and Mortality conference; (b) develop an automated system that uses off-the-shelf software to analyze pooled data and text from abstracts, full case summaries, and Web-based electronic dialogue about posted summaries, all of which shall be used as input for an annual report; and (c) develop a web-based platform with a separate domain name (e.g., National M & M) to support the program.

#### Information Technology and Web site Requirements

- Development and maintenance: The Contractor shall develop, test, document, and maintain all software, databases, and files required under this contract using industry standards and methods and shall use a software configuration management system approved by the Project Officer. The software shall be used to control, document, and time-stamp all software configuration changes, and to perform software check-in/out, version control, software requirements tracking, and other software life cycle management procedures. The Contractor shall also prepare and maintain updated electronic documentation of all software plans, data flows, system architectures, web site designs, databases, software coding, and text plans and results reports.

- Security and confidentiality: The Contractor shall protect the security and confidentiality of the databases and system files.

- Privacy: The web site shall be maintained as a public service. However, the Contractor may collect the name of the domain users use to access the site, the type of browser and operating system the user used to access the site, the date and time of the users visit, the pages visited, and the address of the web site the

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<sup>2</sup>Cases including actual harm/injury to the patient are excluded from this project.

user came from when referred by another site. Keywords entered into the search engine of the web site may also be tracked. The Contractor shall not require the provision of personal information to visit the web site. Individual, personal information shall not be automatically collected but may be collected to respond to a user's message or to fulfill the stated purpose of any communication initiated by a user. All communication to the web site, including customer feedback, shall be destroyed at the end of the project.

- Disaster recovery: The Contractor shall develop and implement an effective information technology disaster recovery plan.

- Documentation: The Contractor shall provide documentation of all proposed hardware, software, security, backup/recovery, and other information technology infrastructure and components and solutions needed to support this project.

- Information technology solutions: The Contractor shall obtain Project Officer approval for all proposed information technology solutions.

- Database management and model requirements: The Contractor shall use the Oracle Database System for all database management needs of the project and shall use Oracle Designer 2000 to document all data and functional model requirements of the system.

- Hardware and software procurement: The Government reserves the option to procure and deliver as Government Furnished Equipment (GFE) all information technology hardware and software required to operating and maintaining system(s) used in this project.

- Information collection: In collecting information, the Contractor shall collect only those data necessary for the performance of the project. In collecting data and using electronic mail, Internet Protocol addresses, user statistics, activity logs, and similar data (e.g., cookie technology) the Contractor must make public notice thereof on the website and elsewhere as necessary.

- Access standards: The Contractor shall ensure that the web site is "Bobby Approved" and meets the Workforce Investment Act of 1998 and Section 508 of the Rehabilitation Act of 1973 regulations for website design and operations. In particular, the Contractor shall take all appropriate steps to ensure that the electronic and information technologies used in the system are accessible to individuals with disabilities to the same extent as those without disabilities. For example, frames may be used as long as an option to turn off the frames is supported. If the Contractor proposes using frames and graphics, the Contractor must provide alternative, equal access to all content (i.e., ASCII text files only option) to be in compliance with the Americans with Disabilities Act (ADA). A text equivalent for every non-text element shall be provided. Pages that use table formatting must also be available in formats (i.e., plain text) for browsers that cannot render tables. Web pages shall be designed so that all information required for navigation or meaning is not dependent on the ability to identify specific colors. Changes in the natural language of a document's text and any text equivalents shall be clearly identified. Documents shall be organized so they are readable without requiring an associated style sheet. Web pages shall update

equivalents for dynamic content whenever the dynamic content changes. Redundant text links shall be provided for each active region of a server-side image map. Client-side image maps shall be used whenever possible in place of service-side image maps. Data tables shall provide identification of row and column headers. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers. Frames shall be titled with text that facilitates frame identification and navigation. Pages shall be usable when scripts, applets, or other programmatic objects are turned off or are not supported, or shall provide equivalent information on an alternative accessible page. Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation. An appropriate method shall be used to facilitate the easy tracking of page content that provides users of assistive technology the option to skip repetitive navigation links (<http://www.section508.gov/docs/accessstandards.htm>).

- 1.2 Design and implement an incentive and reward system. The Contractor shall develop and implement a system that provides effective incentives to those targeted to submit abstracts and rewards those who are selected to submit full case summaries that will be posted on the project's Web site. This incentive and reward system must be robust enough to maintain the confidentiality of reporters, facilities, cases, etc. yet flexible enough to allow dispersal of the incentives and rewards to those whose cases are selected for posting on the Web site.
  - 1.3 Recruit and finalize an editorial panel not to exceed 15 members. The Contractor shall recruit and finalize an editorial panel that will review abstracts, select cases suitable for full case summaries, and review and comment on the workplan and annual reports. Candidates shall be selected based on their national recognition and relevant background and responsibilities to include, for example, medical education, clinical practice specialty, improving patient safety and quality, health care systems, law, ethics, administration, informatics, human factors engineering, etc. In addition, the editorial panel shall include five Chief Residents representing medicine, surgery, obstetrics/gynecology, psychiatry, and pediatrics. All panel members are subject to final approval by the Project Officer.
  - 1.4 Develop a confidential, legally protected system. The Contractor shall develop a method to ensure complete confidentiality and legal protection for all abstracts, case summaries, and their reporters, facilities, patients, etc. but which also enables follow-back to clarify abstracts and case summaries as well as provide the necessary rewards for reporters whose case summaries are selected for posting on the web.
2. User-test and modify the national, web-based, blame-free learning program. The Contractor shall test the program with a small sample of individuals representative of the types of professionals (e.g., residents and practicing physicians) expected to use the web site in each of five categories (i.e., medical, surgical, obstetric/ gynecological, psychiatric, pediatric). Feedback shall be solicited and analyzed, and the program shall be modified as necessary and appropriate.

3. Fully implement the national, web-based, blame-free education and learning program. The Contractor shall (a) implement the web-based program; (b) solicit cases (both abstracts and full case summaries) in each of the five categories as selected from target audiences; (c) post case summaries; (d) monitor and capture electronic dialogue regarding the posted summaries; and (e) analyze data from all formats (abstracts, summaries, and electronic dialogue) to report on “near misses” and methods to prevent or reduce their occurrence.
4. Assess the utility and effectiveness of the national, web-based, blame-free education and learning program. The Contractor shall develop and implement a method to evaluate the usefulness and effectiveness of this program with various targeted audiences on a periodic, on-going basis. Periodically the program shall be modified as necessary to ensure its effectiveness and usefulness for national education and learning from the medical, surgical, obstetric/gynecological, psychiatric, and pediatric “near misses” included in the project.
5. Project management
  - 5.1 The Contractor shall meet with the Project Officer and other essential staff, as designated by the Agency, within one week of contract award to review the scope of work and delivery schedule, delineate roles and responsibilities, and establish communication protocols.
  - 5.2 The Contractor shall develop and submit a draft workplan for Agency approval that is based on the proposal submitted and discussions in task 5.1.
  - 5.3 The Contractor shall develop and submit a final workplan for Agency approval based on Agency responses to task 5.2.
  - 5.4 The Contractor shall prepare a monthly progress report that includes:
    - A short description of the project objectives.
    - A brief narrative on what was accomplished during the reporting period for each requirement including a summation of the cost and level of effort expended for each task.
    - Preliminary or interim results, conclusions, trends, or problems that the Contractor identifies as of importance to the Government.
    - Problems or delays that the Contractor has experienced in the conduct of performance requirements including what specific action is proposed to alleviate the problem(s).

A separate section describing all information technology related work accomplished during the month including expected completion dates, outstanding issues, problems, recommended solutions to complete the work, expenses invoiced to-date, and costs anticipated for the following month. A separate section including website usage shall also be required and the Contractor shall use Web-Trends software for preparing this information.

- 5.5 Prepare draft and final annual reports. The content and format of these reports shall be determined in consultation with the Project Officer.

All systems documentation prepared and delivered in the support of this contract shall be maintained in an electronic document management and filing system, shall be maintained current throughout the contract life-cycle, and shall be accessible to the government for review at any time during the life of the contract.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION the Government Project Officer is the authorized technical representative of the contracting officer.
- c. Inspection and acceptance will be performed at:

Agency for Healthcare Research and Quality  
Executive Office Center  
2101 East Jefferson Street  
Rockville, Maryland 20852

### **E.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be assessed electronically at this address: <http://www.gov.far>.

FAR Clause No.

Title and Date

52.246-5

Inspection of Services-Cost  
Reimbursement (April 1984)

**SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE**

**F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clause 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 assessed electronically at this address: <http://www.gov.far>.

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

**F.2 PERIOD OF PERFORMANCE**

The period of performance for the Base Period of the contract shall be from the effective date of the contract through 24 months thereafter. The period of performance for the Option Period, if exercised, shall be for 12 months following the completion of the Base Period.

**F.3 DELIVERY SCHEDULE**

The items specified for delivery below are subject to the review and approval of the Project Officer before final acceptance. The Contractor shall be required to make revisions deemed necessary by the Project Officer.

The Contractor shall produce the following scheduled reports/deliverables in the amount, and within the time frame indicated. Deliverables shall be submitted to the Project Officer, Agency for Healthcare Research and Quality, 2101 East Jefferson St., Rockville, Maryland 20852 (Phone: 301-594-1824).

The Contractor shall submit the following items in accordance with the stated delivery schedule as noted below:

<b>Item</b>	<b>Task</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery</b>
1	5.1	Meet with Project Officer and other Agency staff	--	1 week from the effective date of the contract (EDOC)
2	1.3	Finalize editorial panel	--	2 weeks from EDOC
3	5.2	Draft workplan (including IT architecture, database, software, systems design specifications, and security)	5 (4 hardcopy and 1 electronic)	3 weeks from EDOC

<b>Item</b>	<b>Task</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery</b>
4 *	5.3	Final workplan (including IT architecture, database, software, systems design specifications, and security)	5 (4 hardcopy and 1 electronic)	6 weeks from EDOC
5	1.1	Design and user-test system	--	6 months from EDOC
6	2	Modify system	--	11 months from EDOC
7	3	Implement system	--	12 months from EDOC
8	3	Hold Editorial Panel meetings		As necessary for posting monthly cases for each specialty
9	3	Post case abstracts to the web	5 cases per month, i.e., 1 per specialty area	12 months from EDOC and monthly thereafter
10	4	Assess system	--	18 months from EDOC and on-going thereafter
11	5.5	Draft annual report	5 (4 hardcopy and 1 electronic)	12 and 23 months from EDOC
12 *	5.5	Final annual report	5 (4 hardcopy and 1 electronic)	13 and 24 months from EDOC
13 *	5.4	Monthly progress report	5 (4 hardcopy and 1 electronic)	10 days after the end of each reporting month

Deliverables for Option Year 1				
Item	Task	Description	Quantity	Delivery
14	3	Post case abstracts to the web	5 cases per month, i.e., 1 per month per specialty area	25 <sup>th</sup> month from EDOC and monthly thereafter
15	3	Hold Editorial Panel meetings	--	As necessary
16	4	Assess system	--	On-going
17	5.5	Draft annual report	5 (4 hardcopy and 1 electronic)	35 months from EDOC
18 *	5.5	Final annual report	5 (4 hardcopy and 1 electronic)	36 months from EDOC
19 *	5.4	Monthly progress report	5 (4 hardcopy and 1 electronic)	10 days after the end of each reporting month

\*In addition, one copy of the final work plan, the monthly progress reports and annual final reports shall be submitted to the Contracting Officer at the following address:

Agency for Healthcare Research and Quality  
 ATTN: Contracting Officer  
 Division of Contracts Management  
 2101 East Jefferson Street, Suite 601  
 Rockville, Maryland 20852

In addition, the following reports are required to be submitted to the Contracting Officer for the base period and the option period, if exercised:

Type of Report	Date Due	Quantity
Subcontracting Report for Individual Contracts (SF-294)	April 30 (annually) October 30 (annually)	3 each (1 original and 2 copies)
Summary Subcontractor Report (SF-295)	October 30 (annually)	1 copy to the Office of Small and Disadvantaged Business Utilization (DHHS)
Small Disadvantaged Business Participation Report (OF-312)	At contract completion	3 each (1 original and 2 copies)

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in Section I.5 of this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

#### (TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

### G.2 PROJECT OFFICER

The following Project Officer will represent the Government for the purpose of this contract:

Marge Keyes  
(301) 594-1824  
Email: mkeyes@ahrq.gov  
Agency for Healthcare Research and Quality  
Center for Quality Improvement and Patient Safety  
2101 East Jefferson Street, Suite 601  
Rockville, MD 20852

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as an agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the contractor of any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer.

### **G.3 INVOICE SUBMISSION**

#### **a. INVOICE SUBMISSION**

The following directions for the submission of invoices must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9, and must be in accordance with the General Provisions clause 52.232-25 Prompt Payment (JUNE 1997).

Invoices/financing requests shall be submitted in an original and three copies to:

Contracting Officer  
Agency for Healthcare Research and Quality  
Division of Contracts Management  
Executive Office Center  
2101 East Jefferson Street, Suite 601  
Rockville, Maryland 20852

### **G.4 INFORMATION ON VOUCHERS**

- (1) The Contractor agrees to include the following minimum information on vouchers:
  - (a) Contractor's name and invoice date;
  - (b) Contract Number;
  - (c) Description and price of services actually rendered;
  - (d) Other substantiating documentation or information as required by the contract;
  - (e) Name (where practicable), title, phone number, and complete mailing address or responsible official to whom payment is to be sent; and
  - (f) The Internal Revenue Service Taxpayer Identification Number.
- (2) The Contractor shall furnish the following minimum information in support of costs submitted:
  - (a) Direct Labor - include all persons, listing the person's name, title, number of hours or days worked, the total cost per person and a total amount of this category;
  - (b) Fringe Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
  - (c) Overhead or Indirect Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
  - (d) Consultants - include the name, number of days or hours worked, a total amount

per consultant and a total amount for this category;

- (e) Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation, shown separately, and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;
  - (f) Subcontractors - include for each subcontractor, the same data that is being provided for the prime contractor. A total number for this category shall be provided.
  - (g) Data Processing - include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes, etc. A total amount for this category shall be provided.
  - (h) Other - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, etc.
  - (i) Equipment Cost - itemize and identify separately from material costs including reference to approval in all cases;
  - (j) G&A - show rate, base and total as well as verification/allowability of rate changes (when applicable); and
  - (k) Fee - show rate, base and total.
- (3) Payment shall be made by:

PSC Finance  
Parklawn Building, Room 16-23  
5600 Fishers Lane  
Rockville, Maryland 20857  
Telephone Number (301) 443-6766

## **G.5 INDIRECT COST RATES AND FEE**

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), Allowable Cost and Payment, incorporated by reference in this contract, in Part II, Section I, the primary contact point responsible for negotiating provisional and/or final indirect cost rates is the cognizant contracting official as set forth in FAR Subpart 42.7 - Indirect Cost Rates.

Reimbursement will be limited to the rates and time periods covered by the negotiated agreements. The rates, if negotiated, are hereby incorporated without further action of the Contracting Officer.

## **G.6 ELECTRONIC FUNDS TRANSFER**

Pursuant to FAR 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999), the Contractor shall designate a financial institution for

receipt of electronic funds transfer payments. This designation shall be submitted, in writing, to the finance office designated in the contract.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PRIOR REVIEW OF PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT**

Section 924(c) of the Public Health Service Act as amended by the Healthcare Research and Quality Act of 1999 states in part that "No information, if the establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under this title may be used for any purpose other than the purpose for which it was supplied unless such establishment or person has consented (as determined under regulations of the Director) to its use for such other purpose. Such information may not be published or released in other form if the person who supplied the information or who is described in it is identifiable unless such person has consented (as determined under regulations of the Director) to its publication or release in other form." Section 923 (b) (1) states that "The Director shall take appropriate action to ensure that statistics and analyses developed under this title are of high quality, timely and duly comprehensive, and the statistics are specific, standardized, and adequately analyzed and indexed."

Except as otherwise authorized under this contract, to ensure compliance with the requirements of section 924(c) and 923 (b) (1), the Agency for Healthcare Research and Quality (AHRQ) must, prior to any release by the contractor, review all reports, presentations, or other disclosures that contain information, statistics, analytical material, or any other material which is based on or derived from work performed under this contract. Accordingly:

- (A) The contractor must, in writing, request permission to publish, present or otherwise release any reports/material/data developed under the contract. AHRQ will, within two months of the receipt of this request and the proposed publication/presentation, review the proposed disclosure of such information or material to determine that (1) the information is being used solely for the purpose for which it was supplied and (2) the privacy of entities supplying the information or described in it is not violated; and (3) the quality of statistical work and/or analyses meets the statutory standards cited above. AHRQ will provide written notification to the contractor of the results of this review within this same two month time period.
- (B) Except as provided in paragraph (C) below, the Contractor will not publish, have published, or otherwise disseminate any material resulting from the work being performed under this contract including the final report, unless notified in writing by the Project Officer that the review is complete and no potential violations or quality deficiencies with respect to statutory standards were noted. Any noted violations or deficiencies must be addressed by the contractor in accordance with instructions provided by the Project Officer and resubmitted in writing to the Project Officer at least ten business days before the release of any material.
- (C) In the event no written notice of review is received from the Project Officer by the end of the two-month period following a request to publish a final or other report or to make a

presentation or other disclosure of material derived from work performed under this contract, the Contractor may publish, present, or otherwise disclose this material subject to the provisions of section 924(c) and 923 (b)(1).

However, the Contractor must print prominently on the report or any portion of it which is released, or state prior to any oral or other disclosure of material derived from work performed under this contract, the following disclaimer:

**"THIS REPORT/PRESENTATION HAS NOT BEEN APPROVED BY THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY."**

- (D) Whether or not a written notification is received, the Contractor must print the following statement prominently on written reports or other forms of recorded data derived from work performed under this contract which is to be released or preceding any presentation or other oral disclosure of such material make the following statement:

**"THE CONFIDENTIALITY OF IDENTIFIABLE INFORMATION IN THIS REPORT, PRESENTATION, OR (specify other form of disclosure) IS PROTECTED BY FEDERAL LAW, SECTION 924(c) OF THE PUBLIC HEALTH SERVICE ACT AS AMENDED BY THE HEALTH CARE RESEARCH AND QUALITY ACT OF 1999. THIS INFORMATION IS BEING USED SOLELY FOR THE PURPOSE FOR WHICH IT WAS SUPPLIED. NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUALS SUPPLYING THE INFORMATION OR DESCRIBED IN IT IS KNOWINGLY DISCLOSED EXCEPT WITH THE CONSENT OF SUCH INDIVIDUALS."**

- (5) Whenever any data or analysis is to be developed by a subcontractor under this contract, the contractor must include the terms of paragraph (A), (B), (C), or (D) above in the subcontract, without substantive alteration and with a prohibition on the subcontractor engaging in further assignment of its obligations to the Contractor, and no other clause will be included to diminish the Government's review rights prior to publication and or dissemination of material derived from work performed under the contract.

## **H.2 RIGHTS IN DATA -- SPECIAL WORKS (*FAR Clause 52-227-17 June 1987*) (*DEVIATION*)**

- (a) Definitions

"Computer software", as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data", as used in this clause, means recorded information, regardless of form or media on which it may be recorded (e.g., reports, tabulations, questionnaires, punch cards, data tapes, data files, tables, data processing and computer programs, graphic representations, sound recordings, form, work flow charts, equipment descriptions, and works of any similar nature). The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data", as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional

interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements, but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Unlimited rights", as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for Agency for Healthcare Research and Quality purposes, and to have or permit others to do so for Agency for Healthcare Research and Quality purposes.

(b) Allocation of Rights

(1) The Government shall have:

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.
- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright

(1) Data first produced in the performance of this contract

- (i) The Contractor agrees not to assert, establish, or authorize other to assert or establish, any claim to copyright subsisting in any data first produced in the performance of the contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

The Contractor grants to the Government and the Government's licensees, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the

public, and perform publicly and display publicly, for Government purposes.

- (ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

2) Data not first produced in the performance of this contract.

The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in the data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and Use Restrictions

Except as otherwise specifically provided for in this contract (e.g., H.2(e)), the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without prior written permission of the Project Officer or until AHRQ has published the research for which the data were first produced.

(e) Indemnity

The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, included costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data.

The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction. Further, these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies, nor in cases where Government officers, agents, and employees are solely at fault.

(f) The Contractor must release all required deliverables under this contract solely in

accordance with the reporting requirements of this contract.

- (g) In accordance with the Federal Register (Vol. 57, No. 167, August 27, 1992, pp:38845-38848) the Contractor is to provide for secure and confidential storage, retrieval access, maintenance, and disposition of data and other information used in the work performed under the contract.
- (h) Whenever any data is to be developed by a subcontractor under this contract, the Contractor must include the terms of H.2(a), (b), (c), (d), (e), (f) and (g) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor, and no clause may be included to diminish the Government' rights in those data.

### **H.3 DEBARMENT**

Violation of the special provision of this contract entitled **REVIEW OF PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT** would be viewed as a serious violation of the terms of this contract as the requirements in this provision reflect statutory obligations and responsibilities of the Agency for Healthcare Research and Quality. Such violations, as well as other violations of the contract terms which are deemed serious, could result in the initiation of debarment proceedings in accordance with the Federal Acquisition Regulations and the Department of Health and Human Services implementing regulations. In addition, in accordance with Section 924 (d) of the Healthcare Research and Quality Act of 1999, any person who violates subsection (c) of Section 924 shall be subject to a civil monetary penalty of not more than \$10,000 for each such violation. Such penalty shall be imposed and collected in the same manner as civil money penalties under subsection (a) of section 1128A of the Social Security Act are imposed and collected.

### **H.4 SUBCONTRACTS**

The Contractor must include in any subcontracts executed or used to provide the support specified in this contract the terms of requirements H.1, H.2, and H.3. These requirements are to be included without substantive alteration, and no clause may be included to diminish these requirements.

Award of any subcontract is subject to the written approval of the Contracting Officer upon review of the supporting documentation as required by FAR Clause 52.215-12, Subcontractor Cost or Pricing Data, of the General Clauses incorporated into this contract. A copy of the signed subcontract shall be provided to the Contracting Officer.

### **H.5 LATE PAYMENTS TO THE GOVERNMENT**

Late payment of debts owed the Government by the Contractor, arising from whatever cause, under this contract/order shall bear interest at a rate or rates to be established in accordance with the Treasury Fiscal Requirements Manual. For purposes of this provision, late payments

are defined as payments received by the Government more than 30 days after the Contractor has been notified in writing by the Contracting Officer of:

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

## **H.6 PRIVACY ACT**

The Privacy Act clauses cited in Section I (FAR 52.224-1 and 52.224-2) are applicable to the consultant records kept by the Contractor for the Agency for Healthcare Research and Quality.

You are hereby notified that the Contractor and its employees are subject to criminal penalties for violations of the Act (5 U.S.C. 552a(i)) to the same extent as employees of the Department. The Contractor shall assure that each Contractor employee is aware that he/she can be subjected to criminal penalties for violations of the Act. Disposition instructions: Records are to be destroyed after contract closeout is completed and final payment is made and in accordance with IRS regulations.

## **H.7 GOVERNMENT-FURNISHED MATERIALS**

Unless otherwise stated in a specific task order, the contractor will furnish all the necessary personnel, materials, data, facilities, or services or otherwise all things necessary for or incident to the performance of the tasks stated in an individual task order.

## **H.8 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

### **a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: [http://ocm.od.nih.gov/cdmp/cps\\_contractor.htm](http://ocm.od.nih.gov/cdmp/cps_contractor.htm)

The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

**PART II - CONTRACT CLAUSES**

**(01/01-DCM)  
(FAC 97-21)**

**SECTION I  
CONTRACT CLAUSES  
GENERAL CLAUSES FOR A  
COST-PLUS-A-FIXED-FEE CONTRACT**

**I.1 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

This contract incorporates the following 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 assessed electronically at this address:  
<http://www.arnet.gov/far/>

**FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (July 1995)
52.203-7	Anti-Kickback Procedures (JULY 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 (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-2	Audit and Records - Negotiation (JUNE 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)

(applicable to contract actions over \$550,000)

52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$550,000)
52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (MAR 2000)
52.216-8	Fixed Fee (MARCH 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontracting Plan (OCT 2000) (Applicable to contracts over \$500,000)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 1999)
52.219-25	Small Disadvantaged Business Participation Plan - Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (AUG 1996)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)

52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
52.223-6	Drug Free Workplace (JAN 1997)
52.223-14	Toxic Chemical Release Reporting (OCT 2000)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.225-1	Buy American Act - Balance of Payments Program - Supplies (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2000)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (NOV 1999)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (JUN 1997)

52.232-34	Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (DEC 1998)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (OCT 1995)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUGUST 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JAN 1986)
52.246-5	Inspection of Services-Cost Reimbursement (APRIL 1984)
52.246-23	Limitation of Liability-(FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

<b>HHSAR Clause No.</b>	<b>Title and Date</b>
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352.202-1	Definitions (APRIL 1984) Alternate I (APRIL 1984)
352.224-70	Confidentiality of Information (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APR 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (APRIL 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (APR 1984)

The following clauses are applicable to this contract and are provided in full text:

**OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (FAR 52.217-9)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the completion date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend as least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

**KEY PERSONNEL (APRIL 1984)(HSAR 352.270-5)**

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer

required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

### **PART III- LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>Page Number</u>
1. List of Reference Materials	79
2. Past Performance Questionnaire and Contractor Performance Form	80-84
3. DHHS Small Disadvantaged, Hubzone and Women-Owned Small Business Subcontracting Plan	85-92
4. Proposal Intent Response Sheet	93
5. SF LLL-A, Disclosure of Lobbying Activities	94-98
6. Sample Estimated Cost Proposal Format	99-100

**NOTE: ALL ATTACHMENTS ARE LOCATED AT THE END OF THIS REQUEST FOR PROPOSAL**

**PART IV. REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

K.1	HHSAR 315.406-5	Representations and Certifications
K.2	FAR 52.203-2	Certification of Independent Price Determination (APR 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (MAY 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2001)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (OCT 2000) Alt. I (OCT 1998)
K.9	FAR 52.219-22	Small Disadvantaged Business Status (OCT 1999)
K.10	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.11	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.12	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.13	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (OCT 2000)
K.14	FAR 52.225-2	Buy American Act-Balance of Payments Program Certificate (FEB 2000)
K.15	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 1997)

- K.16 FAR 52.230-1 Cost Accounting Standards Notice and Certification (JUN 2000)
- K.17 FAR 15.406-2 Certificate of Current Cost and Pricing Data
- K.18 P.L. 103-227 Certification Regarding Environmental Tobacco Smoke

**K.I REPRESENTATIONS AND CERTIFICATIONS**

TO BE COMPLETED BY THE OFFEROR: (The Representations and Certifications must be executed by an individual authorized to bind the Offeror.)

The Offeror makes the following Representations and Certifications as part of its proposal. (Check or complete all appropriate boxes or blanks on the following pages.)

\_\_\_\_\_  
(Name of Offeror) (RFP No.)

\_\_\_\_\_  
(Signature of Authorized Individual) (Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

- (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 solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not 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 in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (FAR 52.203-11)**

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
  - (1) 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 Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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)

#### **K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

- (a) Definitions:

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

"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. The TIN may either be a Social Security Number or an Employer Identification Number.

- (b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision 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 IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of 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 matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an income effectively connected with the conduct of a trade or business in the United States (U.S.) and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of a Federal, state, or local government.

(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 clause.
- Name and TIN of common parent:

Name \_\_\_\_\_  
 TIN \_\_\_\_\_

(End of provision)

**K.5 WOMEN-OWNED BUSINESS(Other Than Small Business) (MAY 1999) (FAR 52.204-5)**

- (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  is not  a women-owned business concern.

(End of Provision)

**K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001) (FAR 52.209-5)**

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

- (i) The Offeror and/or any of its Principals—
- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) (A) The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has  has not , within a three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws --
- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them) or
- (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

- (B) If the Offeror has responded affirmatively, the Offeror shall provide additional information if requested by the Contracting Officer; and
- (iii) Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### **K.7 PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-6)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces required information:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of provision)

#### K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) (FAR 52.219-1)

- (c) (1) The North American Industry Classification System (NAICS) code for this acquisition is **54161.**
- (2) The small business size standard is **\$5 million.**
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) *[Complete only if offeror represented itself as a small business concern in block (b)(1) of this 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 offeror represented itself as a small business concern in block (b)(1) of this section.]* The offeror represents as part of its offer that it [ ] is [ ] is not a women-owned small business concern.
- (4) *[Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (5) *[Complete only if offeror represented itself as a veteran-owned small business concern in block (b)(4) of this section.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(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, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or 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 a permanent and severe disability, the spouse or 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, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) 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) or, 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) Which 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 source of 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 small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
- (i) be punished by imposition of a 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.

(End of Provision)

Alternate I (OCT 2000) As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

- (6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this 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 of ownership, 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, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the 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 name and 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.

**K.9 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)(FAR 52.219-22)**

(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 Program Representation.

(b) *Representations.*

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- (A) No material change in disadvantaged ownership and control has occurred since certification.
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

(ii) It has submitted a completed application to the Small Business Administration or a 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 material change in disadvantaged ownership and control has occurred since its application was submitted.

For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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 that is participating in the joint venture: \_\_\_\_\_)

(c) *Penalties and Remedies.* Anyone how misrepresents any aspect of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

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

- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

**K.10 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (FAR 52.222-21)**

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of Clause)

**K.11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS(FEB 1999) (FAR 52.222-22)**

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

The offeror represents that--

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (4) CFR 60-1 and 60-2,

or

- (b) It  has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)  
(FAR 52.223-13)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

- (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 that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 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 subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*
- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

- [ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- [ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.14 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2000) (FAR 52.225-2)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program - Supplies", and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

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

(End of provision)

**K.15 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)(FAR 52.226-2)**

(a) *Definitions.* As used in this provision-"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1).

- (b) *Representation.* The offeror represents that it-  
\_\_\_ is \_\_\_ is not a Historically Black College or University;  
\_\_\_ is \_\_\_ is not a Minority Institution

(End of Provision)

**K.16 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)  
(FAR 52.230-1)**

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- (1) Certificate of Concurrent Submission of Disclosure Statement.  
The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity, as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant  
ACO or Federal official where filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant  
ACO or Federal official where filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately

submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes  No

(End of Provision)

ALTERNATE I (APR 1996)

- (5) Certificate of Disclosure Statement Due Date by Educational Institution.

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(a) A Disclosure Statement filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

(b) The Disclosure Statement will be submitted within the six month period ending \_\_\_\_  
\_ months after receipt of this award.

Name and Address of cognizant ACO or Federal Official where Disclosure Statement is to be filed: \_\_\_\_\_

**(END OF ALTERNATE I)**

**K.17 CERTIFICATE OF CURRENT COST OR PRICING DATA (FAR 15.406-2)**

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

When cost or pricing data are required, the contracting officer shall require the contractor to execute a Certificate of Current Cost or Pricing Data using the format in this paragraph, and shall include the executed certificate in the contract file.

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.401 of the Federal Acquisition Regulation(FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification, in writing, to the contracting officer or the contracting officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM \_\_\_\_\_

NAME \_\_\_\_\_ Signature\_\_\_\_\_

TITLE \_\_\_\_\_

DATE OF EXECUTION\*\*\* \_\_\_\_\_

- \* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Request for Proposal number).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price agreed to.

End of Certificate

**K.18 ENVIRONMENTAL TOBACCO SMOKE**

The Public Health Service strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of all tobacco products. In addition, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Organization: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make the full text available. Also, the full text of a clause may be assessed electronically at this address: <http://www.arnet.gov/far/>

- a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Solicitation Provisions
  - (1) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
  - (2) 52.215-16 Facilities Capital Cost of Money (OCT 1997)

### L.2 DATA UNIVERSAL NUMBERING (DUNS) NUMBER (JUNE 1999) (FAR 52.204-6)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

**L.3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FEB 2000)  
ALTERNATE I (OCT 1997)(FAR 52.215-1)**

(a) *Definitions.* As used in this provision –

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submissions, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modification or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the

installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
  - (1) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (2) Offerors shall submit proposals submitted in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (3) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (4) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (5) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or

counteroffer by the Government.

- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror.
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

#### **L.4 TYPE OF CONTRACT (APRIL 1984)(FAR 52.216-1)**

The Government contemplates award of a cost reimbursement, completion type contract resulting from this solicitation.

It is anticipated that a single award will be made from this solicitation and that the award will be made on/about June 1, 2001.

#### **L.5 SERVICE OF PROTEST(AUG 1996)(FAR 52.233-2)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as

follows) by obtaining written and dated acknowledgment of receipt from:

Director, Division of Contracts Management  
Agency for Healthcare Research and Quality  
2101 East Jefferson Street, Suite 601  
Rockville, Maryland 20852

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **L.6 POINT OF CONTACT FOR TECHNICAL INQUIRIES**

The technical contact for additional information and answering inquiries is the Contracting Officer.

All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **March 15, 2001**. Answers to questions shall be sent to each prospective offeror by solicitation amendment.

Questions should be sent both in hard copy (by mail or fax) **AND** electronically via e-mail with the questions provided as an attachment either in Word or WordPerfect format to Sharon Williams, swilliam@ahrq.gov.

Mail inquiries to: Agency for Healthcare Research and Quality  
Division of Contracts Management  
2101 East Jefferson Street, Suite 601  
Rockville, MD 20852  
Attention: Sharon Williams, Contracting Officer  
Fax: (301) 443-7523

## **L.7 REFERENCE MATERIALS**

Attached to this solicitation is a list of reference material applicable to this acquisition. Failure of offerors to examine the reference material prior to proposal preparation and submission will be at the offeror's risk. References are a listing only and are not being provided as an attachment to this solicitation.

## **L.8 GENERAL INSTRUCTIONS**

Introduction

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions:

- a. Contract Type and General Provisions: It is contemplated that a cost-type contract will be awarded. In addition to the special provisions of this request for proposal (RFP), any resultant contract shall include the general clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.
- b. Authorized Official and Submission of Proposal: The proposal shall be signed by an official authorized to bind your (the offeror's) organization. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the cover letter of this solicitation. Proposals will be typewritten, reproduced on letter sized paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:
  - I. COVER PAGE: Include RFP title, number, name of organization, author(s) of technical proposal, and indicate whether the proposal is an original or a copy.
  - II. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.9).
  - III. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.10)
  - IV. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.11)
  - V. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.12).
- c. Separation of Technical, Past Performance Information, Small Disadvantaged Business Participation Plan and Business Proposal: The proposal shall be in four parts: (1) Technical Proposal; (2) Past Performance Information; (3) Small Disadvantaged Business Participation Plan; and (4) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however resources information, such as data

concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal

instructions.

- d. Evaluation of Proposals: The Government will evaluate technical proposals in accordance with the criteria set forth in Section M, Evaluation/Award Criteria.
- e. Rejection of Proposals: The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official contract file.
- f. Unnecessarily Elaborate Proposals: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive visual and other presentation aids are neither necessary nor wanted.
- g. Privacy Act: The Privacy Act of 1974 (Public Law (P.L.) 93-579) requires that a Federal agency advise each individual whom it asks to supply information: 1) the authority which authorized the solicitation; 2) whether disclosure is voluntary or mandatory; (3) the principal purpose or purposes for which the information is intended to be used; (4) the uses outside the agency which may be made of the information; and 4) the effects on the individual, if any, of not providing all or any part of the requested information.

Therefore:

- (1) The Government is requesting the information called for in this RFP pursuant to the authority provided by Section 301(g) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.
- (2) Provisions of the information requested are entirely voluntary.
- (3) The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.
- (4) Failure to provide any or all of the requested information may result in a less than adequate review.
- (5) The information provided by you may be routinely disclosed for the following purposes:
  - to the cognizant audit agency and the General Accounting Officer for auditing;
  - to the Department of Justice as required for litigation;
  - to respond to Congressional inquiries; and
  - to qualified experts, not within the definition of Department employees for opinions as a part of the review process.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of AHRQ contracting programs. Authority for requesting this information is provided by Section 305 and Title IV of the Public Health Service Act, as amended.

- h. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this or any acquisition action.

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

## **L.9 TECHNICAL PROPOSAL INSTRUCTIONS**

The technical proposal shall contain an original and twelve (12) copies. The technical proposal described below shall be limited to **125 pages** not including resumes or bibliographies, with no less than a 11 point pitch, with the majority of the text double-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible).

- a. Recommended Technical Proposal Format

To assist in the expeditious and comprehensive evaluation of your proposal, the Government desires that you follow the guidelines and format listed below:

- (1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.
- (2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) Introduction: This should be a one or two page summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.
- (4) Technical Discussion: The offeror shall prepare a technical discussion which addresses evaluation criteria 1, 2, 3, 4, and 5 below. Evaluation criteria 6 and 7 are to be prepared in accordance with Sections L.10 and L.11. The offeror shall further state that no deviations or exceptions to the SOW are taken. The evaluation criteria are as follows:
  - 1. Understanding the Problem
  - 2. Technical Approach
  - 3. Management Plan

4. Key Personnel
5. Facilities
6. Past Performance (See Section L.10)
7. Small Disadvantaged Business Participation Plan (See Section L.11)

**Technical proposals submitted in response to this RFP shall address each of the items described below, and shall be organized in the same manner and within the page limitations specified. Proposals shall be prepared in double-spaced format, with numbered pages.**

#### **A. Understanding the Problem**

Offeror shall provide a brief statement of the issue(s)/problem(s) which underscore the concept of and need for this contract. Also included in this section shall be a description of the scope, purpose, and products of the different types of services called for under this contract. General discussion of technical approaches to the different types of activities identified in the RFP should be included.

#### **B. Technical Approach**

1. Offeror shall submit a narrative which clearly addresses how it plans to develop, design, and implement the statement of work within the time constraints of the project. Within the content of the narrative, the Offeror shall also address plans for identifying, utilizing and monitoring consultants and subcontractors; generating clear, concise reports on project findings; and conducting quality assurance and problem area identification and resolution strategies.
2. Offeror shall clearly demonstrate experience in and ability to (a) develop and apply high quality, effective learning and educational activities and programs as they relate to the delivery of medical, surgical, obstetrical/gynecological, psychiatric, and pediatric care; (b) recruit and retain an effective expert panel; (c) solicit and receive adequate numbers of suitable abstracts and case studies of "near misses" from academic medical centers and other like institutions providing health care; (d) use off-the-shelf software for text analysis; and develop, implement, maintain, assess, and modify effective web-based services, programs, and applications.
3. The Offeror shall address the technical approach proposed for each task required by the Statement of Work.

#### **C. Management Plan**

Offeror shall demonstrate its ability to achieve the delivery of performance requirements through the proposed use of organizational/corporate management and other personnel resources as well as demonstrate that the Offeror's organizational structure and capabilities will meet the project's milestones in a timely manner. In doing so, and at a minimum, the Offeror shall:

1. Demonstrate corporate/organizational experience in managing projects of a similar size and nature.
2. Provide a fully supported narrative showing Offeror's understanding of the requirements in the Statement of Work from a managerial perspective. The narrative should at a minimum address the following topics:
  - a) labor skill mix determination (why Offeror chose the skill mix for this project);
  - b) personnel selection and assignment (why Offeror chose an individual person for an individual job);
  - c) the percentage of full time core personnel (if a ratio of less than seventy percent full time core staff to thirty percent consultants/subcontractors is proposed, Offeror shall provide a detailed explanation of how the proposed staffing plan ensures that the work is conducted by individuals with a mastery of the technical requirements of the Statement of Work).
  - d) monitoring and control of services provided: technical quality, responsiveness, cost control, and effective and efficient resource utilization, compliance with technical requirement and contract provisions. Clearly show proposed system for quality control of work performed including documents to be produced, and proposed system for management control and contract provision compliance;
  - e) managerial problems Offeror expects to encounter. Describe the methods Offeror proposes to solve these problems. Demonstrate ability and flexibility to rapidly solve the same or similar managerial problems encountered previously; and
  - f) ability and flexibility to respond rapidly to changes in budget, priorities, and schedule.
3. Indicate clear lines of authority and delineation of staff responsibilities.
4. Describe the number of person hours for each task and for service delivery.
5. Provide an organizational chart and a Program Evaluation Review Technique (PERT) chart showing all tasks (staffing plan).
6. Describe coordination with proposed subcontractors/consultants, including monitoring of their performance.

7. Provide a signed agreement, e.g., a letter of commitment, between the Offeror and any personnel other than current direct employees that includes dates of employment and specific tasks to be performed.

#### **D. Key Personnel**

The proposal shall specify the project team, including subcontractors and consultants. In this project, the Project Director, Project Manager (if used), Editorial Panel, and lead informatics/Web staff are classified as key personnel.

1. Offeror shall provide evidence of the availability, qualifications, and demonstrated experience of key management personnel, including the Project Director, and Project Manager, if used. The Project Director should have, at a minimum, a medical degree and be a practicing, licensed physician with expertise in medical education. The Project Director should not have less than ten (10) years total work experience which includes: 1) at least eight (8) years in the SOW's specialty services field in progressively responsible positions; and 2) demonstrated skills in organizing and monitoring challenging and complex projects conducted by groups of diverse professionals.

The Project Manager, if used, should have, at a minimum, a masters degree in a health and human services-related specialty and not less than eight (8) years total work experience which includes: 1) at least five (5) years in the specialty services field; 2) knowledge of medical education issues; and 3) demonstrated skills in organizing and monitoring complex projects using medical, surgical, obstetrical/gynecological, psychiatric, pediatric, and Web-based technology personnel.

- a. Describe how the education and technical experience of the Project Director, the Project Manager and other key technical personnel (i.e., educational, medical, surgical, obstetrics/gynecological, psychiatric, pediatric, and informatics/Web) specifically relate to the SOW.
- b. Provide length and currency of the overall education of the Project Director, the Project Manager and other key technical personnel.
- c. Describe the experience of the proposed Project Director and the Project Manager in managing the SOW and complex projects that contain such elements as developing medical education programs, composing an effective editorial panel, the ability to motivate outside professionals to participate in and contribute to a cutting-edge web-based project, consensus development, text data analysis, web-based information system development and management, report development and production, and quality control. This description shall

include at a minimum the size of projects managed, start-up time required, number of projects managed, problems encountered, and the resolution of those problems. Describe those projects currently managed. Describe how the

management experience of the proposed Project Director and the Project Manager equips them to manage a staff which reflects the diversity of the SOW.

- d. Describe the ability of the proposed Project Director, the Project Manager, and others to address issues of policy and legal sensitivity as they relate to the SOW.
2. Offeror shall provide evidence of availability, qualifications, and demonstrated experience of key medical, education, and technical personnel. They should possess the education, experience, and demonstrated skills to build a useful and effective Web-based morbidity and mortality conference program based on "near misses."
    - a. Describe how the education and technical experience of the proposed technical personnel specifically relate to the SOW.
    - b. Provide length and currency of the overall education of the proposed technical personnel.
    - c. Describe the management experience of the technical personnel, if they are to serve as team leaders. Include a description of their experience in independent problem solving and conflict resolution, in facilitating groups in the analysis of large quantities of information, and in coordinating and editing the work of others in the production of extensive, complex reports. Describe those projects currently managed.
    - d. Describe the ability of the technical personnel to address issues of medical education and learning as they relate to the SOW.

## **E. FACILITIES**

Offeror must demonstrate that adequate facilities, space and equipment are available for the accomplishment of project goals and objectives.

### **L.10 Past Performance Information**

Offerors shall submit the following information in an original and three (3) copies as part of their proposal for both the offeror and proposed major subcontractors:

- (1) Provide a listing of the offeror's recently completed (within the last 3 years - since January 1, 1998) and ongoing work (contracts and grants) directly related to the requirements of this acquisition. This listing shall include a brief description of each relevant project. Contracts or grants may include those entered into by the Federal Government, agencies of State and local governments and commercial customers.

Offerors that are newly formed entities without prior contracts/grants should provide evaluations forms for contracts/grants and subcontracts as required above for all key personnel.

Include the following information for each contract, subcontract or grant:

- A. Name of contracting/grant activity
  - B. Contract/Grant number
  - C. Contract/Grant type
  - D. Total contract/grant value
  - E. Brief description of Contract/Grant
  - F. List of publications and reports from those projects
  - G. Contracting Officer and telephone number
  - H. Program Manager and telephone number
  - I. Administrative Contracting Officer, if different from F., and telephone number
  - J. List of major subcontractors
- (2) The offeror may provide information on problems encountered on the contracts, grants and subcontracts identified in (1) above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts/grants. General performance information will be obtained from the evaluation forms.
- (3) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (4) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

The attached Past Performance Questionnaire and Contractor Performance Form shall be completed by those contracting organizations listed in (1) above. The evaluation forms shall be completed and forwarded directly to the following:

Sharon Williams  
Agency for Healthcare Research and Quality  
Contracts Management Staff  
2101 East Jefferson Street, Suite 601  
Rockville, Maryland 20852

FAX: 301-443-7523

Evaluation forms must be received by **April 6, 2001** in order to be included in the review process. It is the responsibility of the offeror to ensure that these documents are forwarded to the Contracting Officer.

#### **L.11 Small Disadvantaged Business Participation Plan**

In accordance with FAR Part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated in unrestricted acquisitions expected to exceed a total estimated cost of \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.201 and 19.1202).

A. All offerors, regardless of size, shall submit the following information in an original and one copy:

A plan on the extent of participation of Small Disadvantaged Business concerns in performance of the contract. Participation in performance of the contract includes the work expected to be performed by SDB concern(s). This can include SDB (as prime contractor), joint ventures, teaming arrangements, and subcontracts. Include the following information in SDB participation plans:

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones.
2. Specifically identify the SDB concerns with point of contact and phone number.
3. The complexity and variety of the work SDB concerns are to perform.
4. Realism for the use of SDB in the proposal.
5. Past performance of the Offeror in complying with subcontracting plans for SDB concerns.
6. Targets expressed as dollars and percentage of total contract value for each participating SDB; which will be incorporated into and become part of any resulting contract.

7. The extent of participation of SDB concerns in terms of the total acquisition.
- B. SDB participation information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

## L.12 BUSINESS PROPOSAL

The offeror shall submit as part of the proposal a separate enclosure titled "Business Proposal." The Business Proposal shall include the Cost/Price Proposal, the Small Business Subcontracting Plan, and Other Administrative Data in accordance with the following:

A. Cost/Price Proposal

1. A cost proposal, in the amount of an original and five (5) copies submitted in accordance with FAR 15, in a format similar to Attachment 6. The offeror's own format may be used, but all required information in Attachment 6 shall be provided.

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price.

As appropriate, cost breakdowns shall be provided for the following cost elements:

(a) Direct Labor

The estimated cost for all personnel who will be assigned for direct work on this project shall be included. Give the name, title, percent of effort or time, salary and fringe benefits, for each employee.

Salary increases that are anticipated during performance of a resultant contract should be proposed as a cost. If escalation is included, state the degree (percent) and methodology, e.g., annual flat rate applied to a base rate as of a

specific date or a mid-pointed rate for the period of performance. State whether any additional direct labor (new hires) will be required during the performance period of this procurement. If so, state the number required and anticipated date of hire. Also, specify the month and day on which your fiscal year commences.

(b) Supplies and Equipment

Include description, unit price, quantity, total price, justification for purchasing or leasing items and the basis for pricing (vendor quotes, invoice prices, etc.).

(c) Travel

The amount proposed for travel shall be supported with a breakdown which includes purpose, destination, duration, and estimated cost (transportation and per diem) for each proposed trip. If travel costs are proposed on the basis of your organization's established travel policy, a copy of the policy must be provided.

(d) Consultants

This element should include names(s) of consultant, number of days, and daily rate. The method of obtaining each consultant, either sole source or competitive, and the degree of competition or the rationale for sole source shall be explained.

(e) Subcontractors

Subcontractor costs shall be broken down and supported by cost and pricing data adequate to establish the reasonableness of the proposed amount. Support documentation should include degree of subcontract competition and basis for selecting source.

(f) Other Direct Costs

Any proposed other direct costs shall be supported with breakdown outlining the separate costs proposed and details supporting the formulation of the costs proposed. A signed agreement between the offeror and any personnel other than direct employees that includes dates of employment, salary, and specific tasks to be performed should be included.

(g) Indirect Costs

Indicate how you have computed and applied indirect costs, and provide a basis for evaluating the reasonableness of the proposed rates.

2. Certified documentation indicating that the offeror has a cost accounting system in place which allows for the collection, tracking and reporting of all costs under a cost reimbursement-type contract.
3. Certified documentation that the offeror has a current indirect cost rate

agreement in place with a federal agency or that is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement shall be provided.

- B. Small Business Subcontracting Plan: All offerors except for small businesses are required to submit a subcontracting plan in accordance with the Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, FAR 52.219-9, incorporated in this solicitation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model plan is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is a not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.** The subcontracting plan should be submitted with the business proposal.

**This provision does not apply to small business concerns. This provision does apply to all other offerors, including large business concerns, colleges, universities, and non-profit organizations.**

The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.

The offeror understands that:

- a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer. The plan will be incorporated into the contract.
- b. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
- c. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
- d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

- e. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.
- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value for the base period) for **Small Disadvantaged Businesses**, at least **5%** (as a percentage of total contract value for the base period) for **Women-Owned Small Businesses**, and at least **2%** (as a percentage of total contract value for the base period) for **HUBZone Small Businesses**. These goals represent AHRQ's expectation of the minimum level for subcontracting with small business at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation.

C. Other Administrative Data

- (1) Terms and Conditions: The proposal shall stipulate that it is predicated upon the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is firm for a period of at least 120 days from the date of receipt thereof by the Government.

Minimum Bid Acceptance Period (April 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 days.
- (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
- (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.

- (2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.
- (3) Property:
- (a) It is DHHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment must be acquired, you shall include the description, estimated cost of each item and whether you will furnish such items with your own funds.
  - (b) You shall identify Government-owned property in your possession and/or property acquired from Federal funds to which you have title, that is proposed to be used in the performance of the prospective contract.
  - (c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.
- (4) Royalties: You shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.
- (5) Commitments: You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.
- (6) Financial Capacity: You shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)
- (7) Performance Capability: You shall provide acceptable evidence of your "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in your current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources, equipment, facilities, or personnel. In addition, you shall indicate your ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.

- (8) Representations and Certifications: Section K, "Representations and Certifications and Other Statements of Offerors" shall be completed and signed by an official authorized to bind your organization. **This section shall be made a part of the original business proposal**

### **L.13 SELECTION OF OFFERORS**

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, small business plan analysis, etc.
- c. The Contracting Officer will, in concert with program staff, evaluate past performance and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors and decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, Small Disadvantaged Business Participation Plan and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.
- d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, small disadvantaged business utilization plan, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

### **SECTION M - EVALUATION FACTORS FOR AWARD**

- M.1** Selection of an offeror for contract award will be based on an evaluation of proposals against

four factors and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The four factors are: technical, cost, past performance, and the small disadvantaged business (SDB) subcontracting plan. The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. Offerors that submit technically acceptable proposals will then be evaluated for past performance and for their Small Disadvantaged Business Subcontracting Plan. Following the evaluation of the offeror's past performance and Small Disadvantaged Business Participation Plan, a competitive range will be determined.

- M.2** All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. However, cost/price may become a critical factor in source selection in the event that two or more offerors are determined to be essentially equal following the evaluation of all factors other than cost or price. In any event, the Government reserves the right to make an award to that offeror whose proposal provides the best overall value to the Government. The Government reserves the right to make a single award, multiple awards, or no award at all.

**THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION**

- M.3** All proposals will be reviewed in accordance with the governing regulations and AHRQ policies and procedures. The technical proposal, past performance information and Small Disadvantaged Business Participation Plan will be evaluated in terms of the offeror's responses to each of the evaluation factors. Each proposal will be evaluated on the likelihood of meeting the Government's requirements. The evaluation factors and assigned weights which will be used in the overall review of the offeror's proposal are outlined below. The technical proposal shall consist of the responses to evaluation criteria 1 through 5. The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. The following criteria will be used to evaluate proposals and will be weighted as indicated in establishing a numerical rating for all proposals submitted. Factors facilitating the evaluation of each criteria below are referenced in the corresponding criteria found in Section L of this solicitation:

**OFFERORS PLEASE NOTE:** Evaluation Criteria 1 through 5, for a total of 100 points, will be evaluated by a peer review technical committee, who will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting personnel will review and evaluate Criteria 6 and 7, for a total of 25 points. The total possible points for Evaluation Criteria 1 through 7 is 125 points.

**Evaluation Criteria**

**Weight**

A. Understanding the Problem 15

The proposal shall be evaluated on the completeness of the proposal and the Offeror's demonstrated understanding of the problems of the project in its response to the objectives, tasks, and solutions thereto.

B. Technical Approach 30

The proposal shall be evaluated on the completeness, reasonableness, clarity, and feasibility of the approach to satisfy the requirements of each individual task assignment referenced in the Statement of Work.

C. Management Plan 20

The ability to achieve the delivery of performance requirements through the proposed use of corporate/organizational management, the ability to manage subcontractors and consultants, and the ability to complete projects using a cost-effective approach within a timely period shall be evaluated.

D. Key Personnel 25

The background, skills, experience, and education of key personnel in the area of medical education and interaction with relevant clinical personnel such as residents, expert panel members, and other key stakeholders shall be evaluated. The background, skills, and experience of key personnel in the analysis of clinical, medical error, and patient safety text, case abstracts and studies, etc. shall be evaluated. The background, skills, education, and experience of key personnel in the area of web development and applications, software and hardware support, and delivery of electronic information over the internet shall also be evaluated. Proposals will be evaluated on degree to which the Offeror is able to provide personnel possessing the qualifications listed in Section L.

E. Facilities 10

Proposals will be evaluated on the availability of adequate facilities, space, and equipment (e.g., computers, servers, word-processing, photocopying, facsimile) for accomplishing the project goals and objectives. In addition to computer hardware, the Offeror must provide necessary computer software capability.

**TOTAL POINTS BEFORE PAST PERFORMANCE** **100**

F. Past Performance 20

Offerors will be evaluated on their past performance (since January 1, 1998).

The offerors' past performance will be evaluated on the basis of the following factors:

- (a) Quality: How well the contractor conformed to the performance standard in providing the research services or achieved the stated objective of the contract or grant. Quality will be evaluated by the personnel provided, the level of effort agreed to in the contract statement of work or grant, and quality of final products (e.g., written reports).
- (b) Timeliness: How well the contractor adheres to time-tables and delivery schedules in providing the research services or products. Consideration is given to contractor's effort to recommend and/or take corrective actions to keep the contract or grant on schedule.
- (c) Customer-satisfaction: Rates the professional and cooperative behavior of the contractor or grantee with the client.
- (d) Cost control: Rates the cost-effectiveness of the contractor or grantee in conducting the research.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal, and relative capability to meet performance requirements.

The completed questionnaires will provide a basis for determining past performance evaluation as well as information obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractors and key personnel records. Past performance will be scored on a range from 0 to 20, with 20 being the most favorable.

Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services at fair and reasonable prices.

The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the number or severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The lack of a performance record may result in an unknown performance risk assessment, which

will neither be used to the advantage nor disadvantage of the offeror.

The Government reserves the right to evaluate relevant past performance information not specifically provided by the offeror.

G. Small Disadvantaged Business Participation Plan

5

The evaluation will be based on information obtained from the plan provided by the offeror, the realism of the proposal, other relevant information obtained from named SDB concerns, and any information supplied by the offeror concerning problems encountered in SDB participation.

Evaluation of the SDB Participation Plan will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime contractor.

The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive more points and a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

SDB participation will be scored with offerors receiving points from 0 to 5, with 5 being the most favorable.

## **Attachment 1**

### **List of Reference Materials**

Battles JB, Shea CE. *A System of Analyzing Medical Errors to Improve GME Curricula and Programs*. Acad Med 2001, 76:2, 125-133.

Kohn LT, Corrigan JM, Donaldson MS, eds. *To Err is Human; Building a Safer Health System*. Washington, D.C.: National Academy Press, 1999.

NOTE: Copies of the above references are not being provided with this solicitation.

## **Attachment 2**

### **PAST PERFORMANCE QUESTIONNAIRE**

**PART ONE: INSTRUCTIONS**

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-01-0011, entitled "Develop, Implement, Maintain and Assess a National Electronic Web-Based Morbidity and Mortality Conference Site." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form. **This information is to be provided to Mrs. Sharon Williams, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing.** Please provide an honest assessment and return to AHRQ to the address shown below, no later than **April 6, 2001**. If you have any questions, please contact Mrs. Sharon Williams at (301) 594-7192.

Mrs. Sharon Williams  
Agency for Healthcare Research and Quality  
Division of Contracts Management  
2101 East Jefferson Street, Suite 601  
Rockville, Maryland 20852

FAX: (301) 443-7523

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contractor Performance Form**

1. Name of Contractor: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Contract/Grant Number: \_\_\_\_\_
4. Contract/Grant Value (Base Plus Options): \_\_\_\_\_
5. Contract/Grant Award Date: \_\_\_\_\_
6. Contract/Grant Completion Date: \_\_\_\_\_
7. Type of Contract/Grant: (Check all that apply) ( )FP ( )FPI ( )FP-EPA  
( ) Award Fee ( ) CPFF-Completion ( ) CPFF-Term ( ) CPIF ( ) CPAF  
( ) IO/IQ ( ) BOA ( ) Requirements ( ) Labor-Hour ( )T&M ( ) SBSA  
( )8(a) ( )SBIR ( ) Sealed Bid( )Negotiated( )Competitive ( )Non-Competitive
8. Description of Requirement:

**CONTRACTOR’S PERFORMANCE RATING**

Ratings: Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see reverse page for explanation of rating scale.

Quality of Product or Service	Comments	0 1 2 3 4 5
Cost Control	Comments	0 1 2 3 4 5
Timeliness of Performance	Comments	0 1 2 3 4 5
Business Relations	Comments	0 1 2 3 4 5

Customer Satisfaction - Is/was the Contractor committed to customer satisfaction? Yes No ;  
 Would you use this Contractor again? Yes No  
 Reason:

**NAME OF EVALUATOR:** \_\_\_\_\_

**TITLE OF EVALUATOR:** \_\_\_\_\_

**SIGNATURE OF EVALUATOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**Rating Guidelines:** Summarize contractor performance in each of the rating areas. Assign each area a rating 0(Unsatisfactory), 1(Poor), 2(Fair), 3(Good), 4(Excellent) 5(Outstanding). Use the following instructions as guidance in making these evaluations.

	<b>Quality</b>	<b>Cost Control</b>	<b>Timeliness of Performance</b>	<b>Business Relation</b>
	-Compliance with contract requirements -Accuracy of reports -Technical excellence	-Within budget(over/under target costs) -Current, accurate, and complete billings -Relationship of negotiated costs to actual -Cost efficiencies -Change orders issue	-Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract adm -No liquidated damages assessed	-Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective small/small disadvantaged business sub-contracting program
0-unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing the achievement of contract requirements, despite use of Agency's resources	Response to inquiries, technical/service/administrative issues is not effective
1-Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2-Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective
3-Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/administrative issues is usually effective

4-Excellent	There are no quality problems	There are no cost management issues	There are no delays	Response to inquiries, technical/service/administrative issues is effective
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5-Outstanding. The Contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where Contractor performance clearly exceeds the performance levels described as "Excellent."

**Attachment 3**

**DHHS SMALL, SMALL DISADVANTAGED, HUBZone AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN**

DATE OF PLAN: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

DUNN & BRADSTREET NUMBER: \_\_\_\_\_

SOLICITATION OR CONTRACT NUMBER: \_\_\_\_\_

ITEM/SERVICE (Description):

\_\_\_\_\_  
 \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
 Total contract or  
 Base-Year, if options

\$ _____ Option #1 (if applicable)	\$ _____ Option #2 (if applicable)	\$ _____ Option #3 (if applicable)	\$ _____ Option #4 (if applicable)
--	--	--	--

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ \_\_\_\_\_

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ \_\_\_\_\_

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): \_\_\_\_\_

The following is a suggested model for use when developing subcontracting plans as required by P.L. 95-507 and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as

exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

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**1. Type of Plan** (check one)

\_\_\_\_\_ Individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_\_ Master plan (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

\_\_\_\_\_ Commercial products/service plan, including goals, covers the offeror's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof (e.g., division, plant, or product line); this includes planned subcontracting for both commercial and Government business.

**2. Goals**

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business and "Other than small business (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if applicable) or project annual subcontracting base and goals under commercial plans.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$\_\_\_\_\_.

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB and HUBZone SB): (% of "a")  
\$ \_\_\_\_\_ and \_\_\_\_\_%

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_%

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_%

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_%

f. Total estimated dollar and percent of planned subcontracting with "OTHER" THAN SMALL BUSINESSES:  
(% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_%

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### 3. Program Administrator :

NAME/TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE/E-MAIL: \_\_\_\_\_

**Duties:** Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- c. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, woman-owned and HUBZone small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- d. Developing and maintaining bidder source lists of small, small disadvantaged, woman-owned and HUBZone small business concerns from all possible sources;
- e. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- f. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, small disadvantaged, woman-owned and HUBZone small businesses;
- g. Accessing various sources for the identification of small, small disadvantaged, woman-owned and HUBZone small business concerns to include the SBA's PRO-"Net" System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- h. Establishing and maintaining contract and subcontract award records;
- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- j. Ensuring that small, small disadvantaged, woman-owned and HUBZone small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;

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- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- p. Preparing, and submitting timely, required subcontract reports;
- q. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- r. Other duties: \_\_\_\_\_

**4. Equitable Opportunity**

Describe efforts the offeror will make to ensure that small, small disadvantaged, woman-owned and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

- 1) Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending small, small disadvantaged, woman-owned and HUBZone small business procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-“Net”, and other SBA resources; and 5) conducting market surveys to identify new sources.

b. Internal efforts to guide and encourage purchasing personnel:

- 1) Conducting workshops, seminars, and training programs;
- 2) Establishing, maintaining, and utilizing small, small disadvantaged, woman-owned and HUBZone small business source lists, guides, and other data for soliciting subcontractors; and
- 3) Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts:

\_\_\_\_\_

**5. Flow Down Clause**

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

## 6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 95.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294/of 312	4/30
Apr 1 - Sept 30	SF-294/of 312	10/30
Oct 1 - Sept 30	SF-295	10/30

Special instructions for commercial products plan: SF295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

(a) Submit SF-294 and attendant optional Form 312 to cognizant Contracting Officer

(b) Submit SF-295 to cognizant Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization  
Department of Health and Human Services  
200 Independence Avenue, SW  
Humphrey H. Building, Room 517-D  
Washington, D.C. 20201

(c) Submit "information" copy to SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

## 7. Record keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

a. Small, small disadvantaged, woman-owned and HUBZone small business source lists, guides and other data identifying such vendors;

b. Organizations contacted in an attempt to locate small, small disadvantaged, and woman-owned and HUBZone small business sources;

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- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and, if not, why not; (2) whether HUBZone small business concerns were solicited, if not, why not; (3) whether small disadvantage business concerns were solicited, if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; and (5) the reason for the failure of solicited small, small disadvantaged, and woman-owned and HUBZone small business concerns to receive the subcontract award;
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name address, and business type and size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- g. Additional records:

**SIGNATURE PAGE**

(applies to Master or Commercial type plans)

**This master or commercial type subcontracting plan is submitted by:**

**Contractor:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

**Typed Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Prepared:** \_\_\_\_\_

**And Is Accepted By:**

**Agency:** \_\_\_\_\_

**Contracting Officer Signature:** \_\_\_\_\_

**Typed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**ATTACHMENT 4**

***PROPOSAL INTENT RESPONSE SHEET***

RFP No. AHRO-01-0011

Please review the attached request for proposal. Furnish the information requested below and return this page by the earliest practical date. Your expression of intent is not binding but will greatly assist us in planning for the proposal evaluation.

---

I INTEND TO SUBMIT A PROPOSAL

DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

---

Please return to:

Sharon Williams  
Agency for Healthcare Research and Quality  
Division of Contracts Management  
2101 East Jefferson Street, Suite 601  
Rockville, Maryland 20852



14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A  Yes  No attached:

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature: \_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. : \_\_\_\_\_ Date: \_\_\_\_\_

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Standard Form--LLL

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

ATTACHMENT 6

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

INSTRUCTIONS FOR USE OF THE FORMAT

1. Refer to Business Proposal Instructions, Section L of this solicitation. The Instructions contain the requirements for proper submission of cost/price data which must be adhered to.
2. This sample format has been prepared as a universal guideline for all solicitations. It may require amending to meet the specific requirements of this solicitation. For example, this solicitation may require the submission of cost/price data for three years listed on this form. (See Section L, Instructions, Conditions and Notices to Offerors, for the estimated duration of this project.) If this solicitation is phased, identify each phase in addition to each year. Total each year, phase, and sub-element.
3. This format must be used to submit the breakdown of all proposed estimated cost elements. List each cost element and sub-element for direct costs, indirect costs and fee, if applicable. In addition, provide detailed calculations for all items. For example:
  - a. For all personnel, list the name, title, rate per hour and number of hours proposed. If a pool of personnel is proposed, list the composition of the pool and how the cost proposed was calculated. List the factor used for prorating Year One and the escalation rate applied between years.

Offeror's proposal should be stated in the same terms as will be used to account for and record direct labor under a contract (i.e. percentage of effort is used for most faculty and professional employees at educational institutions). If percentages of effort are used, the basis to which such percentages are applied must also be submitted by the offeror. The attached format should be revised to accommodate direct labor proposed as a percentage of effort.
  - b. For all materials, supplies, and other direct costs, list all unit prices, etc., to detail how the calculations were made.
  - c. For all indirect costs, list the rates applied and the base the rate is applied to.
  - d. For all travel, list the specifics for each trip.
  - e. For any subcontract proposed, submit a separate breakdown format.
  - f. Justification for the need of some cost elements may be listed as an attachment, i.e., special equipment, above average consultant fees, etc.
4. If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.

RFP Number: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS**

<u>COST ELEMENT</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Total</u>
<b><u>DIRECT LABOR:</u></b>								
<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Rate</u>	<u>Hours</u> <u>Amt</u>						
_____								
_____								
_____								
_____								
<b><u>DIRECT LABOR COST:</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>MATERIAL COST:</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>TRAVEL COST:</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>OTHER (Specify)</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>OTHER (Specify)</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>TOTAL DIRECT COST:</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>FRINGE BENEFIT COST:</u></b> (if applicable) __% of Direct Labor Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>INDIRECT COST:</u></b> __% of Total Direct Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>TOTAL COST:</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>FEE:</u></b> (if applicable) __% of Total Est. Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>GRAND TOTAL ESTIMATED COST</u></b> <b><u>(PLUS FIXED FEE)</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____