

OMB 0990-0115

Request for Proposal Number AHRQ-2009-10022

**Part 1 – THE SCHEDULE  
SECTION A – SOLICITATION FORM**

<b>Date Issued:</b>	<b>September 22, 2009 – 12:00 Noon</b>
<b>Date Questions Due:</b>	<b>September 29, 2009 – 12:00 Noon</b>
<b>Date Notice of Intent Due:</b>	<b>October 6, 2009 - 12:00 Noon</b>
<b>Date Proposals Due:</b>	<b>October 21, 2009 - 12:00 Noon</b>

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-2009-10022, entitled “Maintenance of AHRQ COOP Plan”. Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

This solicitation is a Total Small Business Set-Aside. The North American Industry Classification System (NAICS) code that best describes the requirement is 541611. The small business size standard is \$7 million.

Award of a Cost Plus Fixed Fee (CPFF) contract is contemplated with a 1 year base Period, and four (4) 1-year Option Periods.

Offerors shall submit the following:

- A. Technical Proposal (See Section L.8) (Original, 8 copies and 1 electronic copy/CD)
- B. Past Performance information (See Section L. 9 ) (Original and 3 copies)
- C. Business Proposal (See Section L.10) (Original, copies and 1 electronic copy/CD)

Your **technical proposal** must be concisely written and should be **limited to 75 typewritten pages** (single-spaced, single sided), exclusive of cover page, table of contents, bibliography, personnel qualifications (i.e., resume, etc., see Section L. 8 for additional details). Your **appendices are limited to 75 pages** (single sided) including all resumes, bibliographies, exhibits and attachments. 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 you organization, 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.8. OF THE RFP.**

If you intend to submit a proposal in response to this solicitation, please inform the Contract Specialist of your intent by completing the Proposal Intent Response Form (attached ) and submit the form no later than **October 6, 2009**. You may send it to the address below or fax it to (301) 427-1740.

Questions regarding this solicitation shall be received in this office no later than **September 29, 2009 – 12:00 Noon** (See Section L.6). All questions shall be submitted electronically by e-mail to the Contract Specialist, at the following email address: [cindy.oswald@ahrq.hhs.gov](mailto:cindy.oswald@ahrq.hhs.gov). The subject line should be marked “**Proposal Questions RFP Number AHRQ-2009-10022**”

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

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

Maintenance for the Continuity of Operations Plan (COOP) for Agency for Healthcare Research and Quality (AHRQ)

See Section C for a complete description.

**B.2. ESTIMATED COST**

- a. Total funds currently available for payment and allotted to this contract are \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ represents the estimated Cost, and \$ \_\_\_\_\_ represents the fixed fee.
- b. Notwithstanding any other provisions of this contract, the fee for performing this contract shall not exceed the statutory limitations prescribed in the first sentence of Section 304(b) of the Federal Property and Administrative Services Act (41 USC 254(b) for services other than research, and development or experimental work.
- c. It is estimated that the amount currently allotted will cover performance of the contract through \_\_\_\_\_.
- d. 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 COST/LIMITATION OF FUNDS and the ALLOWABLE COST AND PAYMENT (AND FIXED FEE) clauses incorporated herein.

**B.3. OPTION PERIODS**

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

Period of Per-Formance	Estimate Cost	Fixed Fee	Total Estimated Cost Fixed Fee	
Option Yr. 1				
Option Yr. 2				
Option Yr. 3				
Option Yr. 4				
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	

## 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; 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 \$1,000/day; and
- (11) Information Technology hardware or software.
- (12) Food and/or beverages

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/ STATEMENT OF WORK**

### **C.1. DESCRIPTION/SPECIFICATION/WORK STATEMENT**

#### **A. OBJECTIVE**

This statement of Work (SOW) describes the tasks assist the Agency in the continued development training, and maintenance of its Continuity of Operations Plan (COOP) and Pandemic Flu Plan for the John M. Eisenberg Building, 540 Gaither Road, Rockville, MD 20850. These plans are in accordance with Federal Continuity Directive 1 (FCD1), Federal Executive Branch National Continuity Program Requirements and, Federal Executive Branch Mission Essential Function and Primary Mission Essential Function Identification and Submission Process (FCD2) dated February 2008. The Pandemic Flu Plan is in accordance with the National Strategy for Pandemic Influenza, issued by President Bush November 2005 (hereafter FCD1, FCD2, & Pandemic Flu Plan shall be referred to as COOP). All maintenance to the COOP must be developed in total compliance to established Department and Federal level COOP guidance.

#### **B. GOVERNMENT FURNISHED ITEMS**

At the request of the Contractor, the Government will provide any AHRQ and AHRQ/DHHS-related information/documents needed to complete the task.

#### **C. CONTRACTOR FURNISHED ITEMS**

The Contractor shall supply all materials, supplies, equipment and personnel needed to complete the tasks required under this contract. The Contractor shall procure all non-DHHS related information/documents needed for this contract at no additional cost.

#### **D. BACKGROUND**

The DHHS Agency for Healthcare Quality and Research (AHRQ) is in need of a continuance program to the current Continuity of Operation (COOP) Plan Maintenance Program to ensure that the AHRQ COOP is up to date at all times and that all employees and COOP Team members are adequately trained to perform COOP activities. A changing threat environment and recent events emphasize the need for COOP capabilities that will enable AHRQ to continue its essential functions across a broad spectrum of emergencies. COOP planning establishes operational procedures to sustain essential functions if normal operations are not feasible and guides the restoration of AHRQ to full operational status following an emergency. The AHRQ COOP will provide for attaining operational capability within 12 hours and sustaining operations for up to 30 days or longer as the result of a catastrophic event or a national security emergency affecting the Rockville, MD, metropolitan area.

In light of the events of September 11, 2001, and the continuing range of possible threats, including terrorism, the use of weapons of mass destruction (WMD), and the eventuality of Pandemic Flu threats, AHRQ needs to continue to revise and improve its COOP Plan to ensure it can respond quickly to any natural or man-made disasters across a wide range of potential emergencies.

Beyond the Federal Continuity Directives and Presidential Decision requirements, COOP planning is just "good business practice" that will assist AHRQ in safeguarding personnel, records, and facilities; planning for emergency acquisition of emergency resources; and ensuring the capability to perform at alternate work sites until normal operations can be resumed. Having an active and viable COOP Maintenance Program assures AHRQ is prepared and able to operate in the face of any "all-hazards" emergency incident, be it a natural disaster, a terrorist attack, a disruption of vital services, or other crisis.

**E. PERIOD OF PERFORMANCE**

The period of performance shall be 1 year, beginning with the date of contract award with four 1-year options.

**F. SUMMARY OF TASKS**

The tasks to be performed by the Contractor during each 12-month period are summarized as follows:

- Task 1- Conduct one COOP Working Group Meeting per quarter.
- Task 2- Revise AHRQ COOP Plan and Pandemic Flu Plan
  - Subtask 1 – Submit annual Mission Essential Function (MEF) and Primary Mission Essential Function (PMEF) Identification to HHS Departmental COOP Operations Branch
- Task 3- Conduct COOP Orientation Training.
- Task 4- Conduct COOP Training Course.
- Task 5- Provide COOP Awareness Training for AHRQ employees.
- Task 6- Test Emergency Relocation Site Facility, ERS capability.
- Task 7- Plan and Conduct Alert Notification Drills for all COOP Team Members.
  - Subtask 1- Coordinate Drills.
  - Subtask 2- Develop Lessons Learned Report from each Drill.
- Task 8- Plan and Conduct Functional COOP Exercise.
  - Subtask 1- Plan Exercise.
  - Subtask 2- Develop Lessons Learned Report from Exercise.
- Task 9- Submit Quarterly Progress Reports.

**G. TASK DESCRIPTIONS**

In accordance with the above major tasks, the Contractor shall perform the detailed activities described below. It should be noted some activities may be shifted to another quarter of the year depending upon AHRQ’s needs pertaining to the COOP Identification to the HHS Departmental COOP Operations Branch.

**First Quarter**

1. Conduct one COOP Working Group Meeting (CWG). Full agenda to be determined, but will include COOP Team Members’ vacation schedules, update vendor information, update of essential functions, team rosters, vital records, Disseminate changes once a quarter. of as needed.
2. Coordinate with Offices and Centers on scheduling of COOP Working Group Meeting.
3. Develop COOP CWG meeting agenda and assist in conduct of meeting.

4. Update COOP Plan with changes from Plan reviews.
5. Update COOP training course material with changes in COOP Plan.
6. Train 25% of COOP Team (present training course).
7. Conduct orientation training for newly assigned COOP Team Members (COOP 101).
8. Test Emergency Relocation Site (ERS) equipment, update alternative site IT requirements, and test logistical support and infrastructure systems. These activities can be done via telephone and follow-up e-mail to Alternate Facility POC.
9. Submit quarterly progress report to Contracting Officer and Project Officer. Report shall indicate activities conducted during the quarter, activities planned for the next quarter, and any issues for resolution.

### **Second Quarter**

1. Conduct one COOP Working Group Meeting. Full agenda to be determined, but will include COOP Team Members' vacation schedules, update of vendor Information, update of essential functions, team rosters, vital records, as needed. Disseminate changes once a quarter.
2. Coordinate with Offices and Centers on scheduling of COOP Working Group Meeting.
3. Develop COOP CWG meeting agenda and assist in conduct of meeting.
4. Update COOP Plan with changes from Plan reviews.
5. Update COOP training course material with changes in COOP Plan.
6. Train 25% of COOP Team (present training course).
7. Conduct orientation training for newly assigned COOP Team Members (COOP 101).
8. Provide awareness training for entire AHRQ workforce; i.e., disseminate a one-page "employee information document."
9. Test Emergency Relocation Site (ERS) equipment, update alternative site IT requirements, and test logistical support and infrastructure systems. These activities can be done via telephone and follow-up e-mail to Alternate Facility POC.
10. Complete lessons learned report for ERS test.
11. Submit quarterly progress report to Contracting Officer and Project Officer.

### **Third Quarter**

1. Conduct one COOP Working Group Meeting. Full agenda to be determined, but will include COOP Team Members' vacation schedules, update of vendor information, update of essential functions, team rosters, vital records, as needed. Disseminate changes once a quarter.
2. Coordinate with Offices and Centers on scheduling of COOP Working Group Meeting.
3. Develop COOP CWG meeting agenda and assist in conduct of meeting.
4. Update COOP Plan with changes from COOP Plan reviews and submit annual Mission Essential Function (MEF) and Primary Mission Essential Function (PMEF) Identification to HHS Departmental COOP Operations Branch.
5. Update COOP training course material with COOP Plan changes.
6. Train 25% of COOP Team (present training course).
7. Conduct orientation training for newly assigned COOP Team Members (COOP 101).
8. Test Emergency Relocation Site (ERS) equipment, update alternative site IT requirements, and test logistical support and infrastructure systems. These activities can be done via telephone and follow-up e-mail to Alternate Facility POC.
9. Complete lessons learned report for ERS test.
10. Conduct alert notification drill planning.

11. Conduct alert notification drills (one during duty hours and one during non-duty hours). This would include a conference call by Executive Management to practice COOP activation decision-making.
12. Complete COOP telephonic alert drill after action (lessons learned) report for each drill.
13. Incorporate lessons learned report into the Agency COOP Plan.
14. Submit quarterly progress report to Contracting Officer and Project Officer.

#### **Fourth Quarter**

1. Conduct one COOP Working Group Meeting. Full agenda to be determined, but will include COOP Team Members' vacation schedules, update of vendor information, update of essential functions, team rosters, vital records, as needed. Disseminate changes once a quarter.
2. Coordinate with Offices and Centers on scheduling of COOP Working Group Meeting.
3. Develop COOP CWG meeting agenda and assist in conduct of meeting.
4. Conduct orientation training for newly assigned COOP Team Members (COOP 101).
5. Train 25% of COOP Team (present training course).
6. Test Emergency Relocation Site (ERS) equipment, update alternative site IT requirements, and test logistical support and infrastructure systems. These activities can be done via telephone and follow-up e-mail to Alternate Facility POC.
7. Conduct functional exercise to activate COOP and deploy to the primary ERS. This shall include the following:
  - a. Develop COOP functional exercise materials to include:
    - Exercise Objectives and Scenario.
    - Master Scenario Events List (MSEL) List injects.
    - Controller Staff Instructions (COSIN).
    - Evaluator Instructions.
  - b. Develop exercise participant instructions.
  - c. Plan activities to be tested during the exercise.
  - d. Alert notification drill during non-duty hours.
  - e. COOP-AG deploys, configures rooms for testing equipment, communications, and infrastructure support.
  - f. Simulate deploying CERG.
  - g. Conduct and monitor the exercise in accordance with FCD Directives and HHS Test, Training and Exercise Program.
  - h. Provide exercise after action (lessons learned) report.
  - i. Incorporate lessons learned report into the Agency COOP Plan.
  - j. Disseminate COOP Plan and Pandemic Flu Plan for review with changes.
8. Submit quarterly progress report to Contracting officer and Project Officer.

SECTION D – **PACKAGING AND MARKING**

**D.1.** The Contractor shall mark each delivery/deliverable with the Contractor's name, contract number and quantity. It is very important the Contractor indicate if this is a partial, full, or final shipment. As appropriate, note on the face page of each deliverable or on the binding, (1) "one volume only" or (2) "volume of 2, or Volume 2 of 2", etc.

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.1. INSPECTION AND ACCEPTANCE**

- a. The Contracting officer or the duly authorized representative will perform I 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  
540 Gaither Road  
Rockville, MD 20850

**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. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.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. PERIOD OF PERFORMANCE**

The period of performance is anticipated to be twelve (12) months from date of signature. If options are exercised the Period of Performance will be extended by the period of the option.

### **F.2. Deliverable Schedule**

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

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Due Date</b>
<b><u>First Quarter</u></b> No. 1	Conduct one COOP Working Group Meeting	1	Conduct no later than the last day of the quarter.
No. 2	Coordinate with Offices/Centers on scheduling COOP Working Group Meetings	-	Coordinate schedule at least 3 weeks before scheduled meeting
No. 3	Develop COOP Working Group Meeting Agenda	1	Submit agenda to Project Officer at least 1 week before scheduled meeting
No. 4	Update COOP Plan with changes	15	Make changes no later than the last day of the quarter.
No. 5	Update COOP training course materials with changes in COOP	Enough for all COOP training participants	Provide no later than 2 weeks before the scheduled training
No. 6	Train 25% of the COOP Team.	-	Provide no later than the last day of the quarter.
No. 7	Conduct orientation training for newly assigned COOP members	-	Provide no later than the last day of the quarter.

No. 8	Develop Plan for Test of Relocation Site Facility	1	Provide no later than 2 weeks before ERS test
No. 9	Test Emergency Relocation Site (ERS) Facility	-	Provide no later than the last day of the quarter.
No. 10	Provide lessons learned report from ERS test	1	Provide no later than 2 weeks after ERS test.
No. 11	Submit quarterly progress report to Contracting Officer and Project Officer	2	Provide no later than 1 week after the quarter.
<b><u>Second Quarter</u></b> Items 1 through 7 are the same as first quarter deliverables		-	
No. 8	Provide awareness training for entire AHRQ workforce	-	Provide no later than the end of the quarter.
No. 9	Test Emergency Relocation Site Facility	-	Provide no later than the end of the quarter.
No. 10	Provide lessons learned report from ERS test	1	Provide no later than 2 weeks after ERS test.
No. 11	Submit quarterly progress report to Contracting Officer and Project Officer	2	Provide no later than 1 week after the quarter.
<b><u>Third Quarter</u></b> Items 1 through 7 are the same as first quarter deliverables		=	

No. 8	Test Emergency Relocation Site Facility		Provide no later than the end of the quarter.
No. 9	Provide lessons learned report from ERS test	1	Provide no later than 2 weeks after ERS test.
No. 10	Conduct alert notification drill planning	-	Conduct no later than 2 weeks before the planned drill
No. 11	Conduct alert notification drill during duty and non-duty hours		Conduct no later than the last day of the quarter.
No. 12	Complete alert drill lessons learned report	3	Provide no later than 2 weeks after drill.
No. 13	Incorporate lessons learned report issues into Agency COOP Plan	-	Provide with dissemination of final COOP in the 4 <sup>th</sup> quarter.
No. 14	Submit quarterly progress reports to Contracting Officer and Project Officer.	2	Provide no later than 1 week after the quarter.
<b><u>4<sup>th</sup> quarter</u></b> No. 1	Conduct one COOP Working Group meeting.	1	Conduct no later than the last day of the quarter.
No. 2	Develop COOP Working Group meeting agenda.	1	Submit agenda to Project Officer at least 1 week before scheduled meeting
No. 3	Conduct orientation training for newly assigned COOP members	-	Provide no later than the last day of the quarter.
No. 4	Train 25% of the COOP Team.	-	Provide no later than the last day of the quarter.

No. 5	Test Emergency Relocation Site Facility.	-	Provide no later than the end of the quarter.
No. 6	Provide functional exercise materials and participant instructions.	Enough for exercise participants	Provide no later than 2 weeks before functional exercise.
No. 7	Conduct functional exercise to activate COOP.	1	Conduct exercise no later than the end of the quarter.
No. 8	Complete functional exercise lessons learned report.	1	Provide no later than 2 weeks after exercise, but before end of quarter.
No. 9	Incorporate lessons learned report issues into final Agency COOP Plan.	1	Provide no later than the end of the quarter.
No. 10	Submit quarterly progress reports to Contracting Officer and Project Officer.	2	Provide no later than one week after the quarter.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 KEY PERSONNEL**

Pursuant to the Key Personnel clause incorporated in Section I 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The following Contracting Officer's Technical Representative (COTR) will represent the Government for the purpose of this contract:

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

The COTR 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 COTR designation.

**G.3 CONTRACTING OFFICER**

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 Contracting Officer designation.

**G.4 CONTRACT SPECIALIST**

The Contracting Officer has designated Cynthia Oswald, Contract Specialist, as the point of contact for all contractual matters associated with this contract.

## G.5 INVOICE SUBMISSION

Billing Instructions are attached and made part of this contract. Instructions and 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 (OCT 2003). Invoices/financing requests shall be submitted in an original and three hard copies to:

Contract Specialist  
Agency for Healthcare Research and Quality  
Division of Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850

## G.6 INFORMATION ON VOUCHERS

- (1) The Contractor is required 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, hourly rate (unburdened), 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);
  - (k) Fee - show rate, base and total and;
  - (l) Current amount billed by individual cost element and total dollar amount and cumulative amount billed by individual cost element and total dollar amount.
- (3) Payment shall be made by:

PSC Finance  
Parklawn Building, Room 16-23  
5600 Fishers Lane  
Rockville, Maryland 20857  
Telephone Number (301) 443-3020

#### **G.7 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.8 ELECTRONIC FUNDS TRANSFER**

Pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003), 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. RELEASE AND USE AND COPYRIGHT OF DATA FIRST PRODUCED FROM WORK PERFORMED UNDER THIS CONTRACT**

(a) *Release and Use – Data first produced in the performance of the Contract.* As permitted in FAR 52.227-17, the provisions of this Section H.1 shall apply to any release or use of data first produced in the performance of the Contract and any analysis, tools, methodologies, or recorded product based on such data.

(b) *Release and Use – Requirements related to confidentiality and quality.* To ensure public trust in the confidentiality protections afforded participants in Agency for Healthcare Research and Quality (AHRQ)-supported research, AHRQ requires and monitors compliance by its contractors with section 934(c) of the Public Health Service Act (PHS Act) (42 U.S.C. 299c-3(c)), which 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...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...to its publication or release in other form.

In addition to this requirement, section 933(b)(1) of the PHS Act (42 U.S.C. 299c-2(b)(1)) requires AHRQ to assure that statistics and analyses developed with Agency support are of high quality, comprehensive, timely, and adequately analyzed. Accordingly --

(1) prior to the release or use of data based upon work performed under this Contract, the Contractor agrees to consult with the Project and Contract Officers regarding the proposed release or use. The Contractor will in good faith consider, discuss, and respond to any comments or suggested modifications that are provided by AHRQ within two months of receiving the proposed release or use.

The purpose of such consultation is to assure that:

- (A) identifiable information is being used exclusively for the purpose(s) for which it was supplied or appropriate consents have been obtained;
- (B) the confidentiality promised to individuals and establishments supplying identifiable information or described in it is not violated; and
- (C) the quality of statistical and analytical work meets the statutory standards cited above.

(2) The Contractor must satisfy conditions (1)(A) and (1)(B). At the conclusion of any consultation required by paragraph (b)(1) above, if AHRQ and the Contractor cannot agree that a proposed use or release satisfies condition (1)(C) above:

- (A) the research professional at the Contractor responsible for the quality of the Contract work will, in advance of any release or use of such data, certify in a letter to the Contracting Officer what differences of opinion cannot be resolved regarding the statutory standards referenced in condition (1)(C) and the basis for Contractor assertions that these standards have been met; and
- (B) the Contractor must print prominently on the release or other product, or on any portion that is released, or state prior to any oral presentation or release of such material, the following disclaimer:

THIS PRESENTATION/ PUBLICATION/OR OTHER PRODUCT IS DERIVED FROM  
WORK SUPPORTED UNDER A CONTRACT WITH THE AGENCY FOR HEALTHCARE

RESEARCH AND QUALITY (AHRQ) (# ). HOWEVER, THIS PRESENTATION/  
PUBLICATION/OR OTHER PRODUCT HAS NOT BEEN APPROVED BY THE  
AGENCY.

(c) *Required Statement Regarding Protected Information.* On all written material or other recorded products, or preceding any presentation or other oral disclosure, release or use of material based on identifiable information obtained in the course of work performed under this contract, the Contractor shall make the following statement:

IDENTIFIABLE INFORMATION ON WHICH THIS REPORT, PRESENTATION, OR OTHER FORM OF DISCLOSURE IS BASED IS PROTECTED BY FEDERAL LAW, SECTION 934(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299c-3(c). NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUALS OR ENTITIES SUPPLYING THE INFORMATION OR DESCRIBED IN IT MAY BE KNOWINGLY USED EXCEPT IN ACCORDANCE WITH THEIR PRIOR CONSENT. ANY CONFIDENTIAL IDENTIFIABLE INFORMATION IN THIS REPORT OR PRESENTATION THAT IS KNOWINGLY DISCLOSED IS DISCLOSED SOLELY FOR THE PURPOSE FOR WHICH IT WAS PROVIDED.

(d) *Copyright – Data first produced in the performance of the Contract.* Subject to the terms of this Section regarding release and use of data, AHRQ, through its Contracting Officer, will grant permission under FAR 52.227-17(c)(1)(i) to the Contractor to establish claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract that are submitted for publication in academic, technical or professional journals, symposia proceedings or similar works. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are 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. In such circumstances, the Contractor hereby agrees to grant to AHRQ, and others acting on its behalf, 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, by or on behalf of AHRQ. A description of this license will be incorporated into the copyright notices required above.

(e) *Subcontracts.* Whenever data, analyses, or other recorded products are to be developed by a subcontractor under this Contract, the Contractor must include the terms of H.1 in the subcontract, without substantive alteration, with a provision that the subcontractor may not further assign to another party any of its obligations to the Contractor. No clause may be included to diminish the Government's stated requirements or rights regarding release or use of products or materials based on data derived from work performed under this contract.

## **H.2. LACK OF COMPLIANCE WITH REQUIREMENTS FOR RELEASE OR USE**

Failure to submit materials for statutorily mandated confidentiality and statistical and analytic quality reviews as required by Section H.1 of this contract will be viewed as a material violation and breach of the terms of this contract, as the requirements of this provision are necessary for AHRQ to carry out its statutory obligations and responsibilities. Records of the Contractor's performance, including the Contractor's performance pertaining to this Contract, will be maintained in AHRQ's Contracts Management Office and will be considered as an element of past performance which is part of all subsequent competitive contract proposal reviews.

### **H.3. 508 COMPLIANCE, IF APPLICABLE**

This language is applicable to Statements of Work (SOW) or Performance Work Statements (PWS) generated by the Department of Health and Human Services (HHS) that require a contractor or consultant to (1) produce content in any format that could be placed on a Department-owned or Department-funded Web site; or (2) write, create or produce any communications materials intended for public or internal use; to include reports, documents, charts, posters, presentations (such as Microsoft PowerPoint) or video material that could be placed on a Department-owned or Department-funded Web site.

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires Federal agencies to purchase electronic and information technologies (EIT) that meet specific accessibility standards. This law helps to ensure that federal employees with disabilities have access to, and use of, the information and data they need to do their jobs. Furthermore, this law ensures that members of the public with disabilities have the ability to access government information and services.

There are three regulations addressing the requirements detailed in Section 508. The Section 508 technical and functional standards are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>. The second regulation issued to implement Section 508 is the Federal Acquisition Regulation (FAR). FAR Part 39.2 requires that agency acquisitions of Electronic and Information Technology (EIT) comply with the Access Board's standards. The entire FAR is found at Chapter 1 of the Code of Federal Register (CFR) Title 48, located at <http://www.acquisition.gov>. The FAR rule implementing Section 508 can be found at <http://www.section508.gov>. The third applicable regulation is the HHS Acquisition Regulation (HHSAR).

Regardless of format, all Web content or communications materials produced for publication on or delivery via HHS Web sites - including text, audio or video - must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. All contractors (including subcontractors 1) or consultants responsible for preparing or posting content intended for use on an HHS-funded or HHS-managed Web site must comply with applicable Section 508 accessibility standards, and where applicable, those set forth in the referenced policy or standards documents below. Remediation of any materials that do not comply with the applicable provisions of 36 CFR Part 1194 as set forth in the SOW or PWS, shall be the responsibility of the contractor or consultant retained to produce the Web-suitable content or communications material.

Prime contractors may enter into subcontracts in the performance of a Federal contract, but the prime remains obligated to deliver what is called for under the contract.

#### References:

HHS Policy for Section 508 Electronic and Information Technology (E&IT) (January 2005):

[http://www.hhs.gov/od/Final\\_Section\\_508\\_Policy.html](http://www.hhs.gov/od/Final_Section_508_Policy.html)

HHS Section 508 Web site: <http://508.hhs.gov/>

HHS ASPA Web Communications Division Web site:

<http://www.hhs.gov/web/policies/index.html>

US General Services Administration (GSA) Section 508 Web site: <http://www.section508.gov/index.cfm>

#### **Subcontracts**

Award of any subcontract is subject to the prior written approval of the Contracting Officer, following review of the supporting documentation. Failure to obtain prior written approval of the Contracting Officer may result in disallowance of use of Federal funds to cover services under the subcontract. The Contractor must include in any subcontract executed or used to provide the support specified in this contract the requirements of H.1 (Release and Use and Copyright of Data First Produced from Work Performed under this Contract), H.2 (Lack of Compliance with Requirements for Release or Use) and the Salary Rate Limitation Legislation Provision.

These requirements are to be included as stated and no clause may be included to diminish these requirements. If approved, a copy of the signed subcontract shall be provided to the Contracting Officer.

**Salary Rate Limitation Legislation Provision**

Pursuant to the applicable HHS appropriations acts cited in the table below, the Contractor shall not use contract funds to pay the direct salary of an individual at a rate in excess of the salary level in effect on the date the expense is incurred as shown in the table below. For purposes of the salary limitation, the terms direct salary, salary, and institutional base salary have the same meaning and are collectively referred to as direct salary in this clause. An individual's direct salary is the annual compensation that the Contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care, or other activities. Direct salary excludes any income that an individual may be permitted to earn outside of duties to the Contractor. Direct salary also excludes fringe benefits, overhead, and general and administrative expenses (also referred to as indirect costs or facilities and administrative [F&A] costs).

The salary rate limitation also applies to individuals performing under subcontracts. However, it does not apply to fees paid to consultants. If this is a multiple-year contract, it may be subject to unilateral modification by the Contracting Officer to ensure that an individual is not paid at a rate that exceeds the salary rate limitation provision established in the HHS appropriations act in effect when the expense is incurred regardless of the rate initially used to establish contract funding.

Public law	Period Covered	Salary Limitation (based on Executive Level I)
P.L. 110-8 Omnibus Appropriations Act, 2009	1/1/09 – Until revised	\$196,700

Executive Level salaries for the current and prior periods can be found at the following Web site: <http://www.opm.gov/oca/05tables/html/ex.asp>. Click on "Salaries and Wages" and then scroll to the bottom of the page to select the desired period.

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

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 accessed electronically at this address:  
<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)  
CLAUSES

FAR Clause No.	Title and Date
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fee (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEPT 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2008)
52.203-14	Display of Hotline Poster(s) (DEC 2007) (Department of Health and Human Services Poster at: <a href="http://www.oig.hhs.gov/hotline/OIG_Hotline_Poster.pdf">http://www.oig.hhs.gov/hotline/OIG_Hotline_Poster.pdf</a> )
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009)
52.204-4	Printing or Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration. (APR 2008)
52.204-11	American Recovery and Reinvestment Act Reporting Requirements (MAR 2009)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
52.215-2	Audit and Records - Negotiation (MAR 2009)

52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$550,000)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$550,000)
52.215-14	Integrity of Unit Prices (OCT 1997) Alternate I (OCT 1997) (when contracting without full and open competition)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-16	Facilities Capital Cost of Money (JUNE 2003)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.217-5	Evaluation of Options (JULY 1990)
52.217-8	Option to Extend Services (NOV 1999)
52.217-9	Option to Extend the Term of the Contract (MAR 2000)
52.219-6	Notice of Total Small Business Set-Aside (JUNE 2003)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008) (Applicable to contracts over \$550,000)
52.219-10	Incentive Subcontracting Program (OCT 2001)
52.219-14	Limitation on Subcontracting(DEC 1996) (Applicable to 8(a) awards or if any portion is set aside for small businesses)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-28	Post-Award Small Business Program Representation (JUNE 2007)
52.222-2	Payment for Overtime Premiums (JUL 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (JUNE 2003)

52.222-26	Equal Opportunity (APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEPT 2006)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEPT 2006)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.222-41	Service Contract Act of 1965 (NOV 2007)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.222-54	Employment Eligibility Verification (FEB 2009)
52.223-6	Drug Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-1	Buy American Act - Supplies (FEB 2009)
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (DEC 2007)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (OCT 2008)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2008)
52.230-6	Administration of Cost Accounting Standards (MAR 2008)
52.230-7	Proposal Disclosure – Cost Accounting Practice Changes (APR 2005)
52.232-18	Availability of Funds (APRIL 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.)
52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (OCT 2008)
52.232-18	Availability of Funds ( APRIL 1984
52.232-20	Limitation of Cost (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2008)
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) Alternate I (JUL 1995)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
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 (JUNE 2007)
52.244-5	Competition in Subcontracting (DEC 1996)

52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (MAY 2004)
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) (MAY 2004)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

HHSAR

Clause No.	Title and Date
352.202-1	Definitions (JAN 2006) Alternate h
352.223-70	Safety and Health (JAN 2006)
352.224-70	Confidentiality of Information (JAN 2006)
352.228-7	Insurance - Liability to Third Persons (DEC 2006)
352.232-9	Withholding of Contract Payments (JAN 2006)
352.233-70	Litigation and Claims (JAN 2006)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-5	Key Personnel (JAN 2006)
352.270-6	Publication and Publicity (JAN 2006)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (DEC 2006)
352.270-7	Paperwork Reduction Act (JAN 2006)

**PART III – LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

<b><u>Attachment #</u></b>		<b><u>Pages</u></b>
<b>ATTACHMENT 1</b>	<b>PAST PERFORMANCE QUESTIONNAIRE</b>	<b>6</b>
<b>ATTACHMENT 2</b>	<b>PROPOSAL INTENT RESPONSE SHEET</b>	<b>1</b>
<b>ATTACHMENT 3</b>	<b>BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS</b>	

(FAC 2005-30)

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1	HHSAR 315.204-5	Representations and Instructions
K.2.	FAR 52.204-8	Annual Representations and Certifications (FEB 2009)
K.3	FAR 52.209-5	Certification Regarding Responsibility Matters (DEC 2008)
K.4.	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.5.	FAR 52.230-1	Cost Accounting Standards Notices and Certification (JUNE 2000)
K.6.	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.7.	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke
K.8.	HHSAR 352.204	Certification of Filing and Payment of Federal Taxes.

K.I REPRESENTATIONS AND INSTRUCTIONS

(a) Section K, Representations, certifications, and other statements of offerors.

(1) This section shall begin with the following and continue with the applicable 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. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009) (FAR 52.204-8)

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(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)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

K. 3 Certification Regarding Responsibility Matters (Dec 2008)

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

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

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

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

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

(D) Have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The 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.4. 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.5. COST ACCOUNTING STANDARDS NOTICES AND  
CERTIFICATION  
(FAR 52.230-1) (JUNE 2000)

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.6. 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.7. 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 \_\_\_\_\_

#### K.8 Certification of Filing and Payment of Federal Taxes

As prescribed in 304.1202, "Solicitation Provision," insert the following provision. If the solicitation is a Request for Quotations, the term "Quoter" may be substituted for "Offeror."

#### **Certification of Filing and Payment of Federal Taxes (March 2008)**

(a) The offeror certifies that, to the best of its knowledge and belief:

- 1) It has filed all Federal tax returns required during the three years preceding this certification;
- 2) It has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- 3) It has not been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The signature of the offer is considered to be a certification by the offeror under this provision.

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Signature of authorized individual

## 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. The full text of a clause may be assessed electronically at this address: <http://www.arnet.gov/far/> .

### L.2 DATA UNIVERSAL NUMBERING (DUNS) (OCT 2003) (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" or "DUNS+4" followed by the DUNS number or "DUNS+4" 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. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number—
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business name.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state and Zip Code.
    - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
    - (v) Company telephone number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/ key manager.
    - (ix) Line of business (industry)
    - (X) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**L.3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001) ALTERNATE I (JAN 2004)(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,” “writing,” or “written” means any worded or numbered expression that 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.
  - (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) 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.
  - (6) 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.
  - (7) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) 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 sub-line 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) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
    - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection
- (iv) A summary of the rationale for award
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offerors as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

The Government contemplates award of a of Cost Plus Fixed Fee contract.

**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  
 540 Gaither Road  
 Rockville, Maryland 20850

- (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 Contract Specialist no later than **12:00 noon EDT September 29, 2009**. All questions should be e-mailed to [Cindy.Oswald@ahrq.hhs.gov](mailto:Cindy.Oswald@ahrq.hhs.gov) with a copy to [Mary.Haines@ahrq.hhs.gov](mailto:Mary.Haines@ahrq.hhs.gov).

## L.7 GENERAL INSTRUCTIONS

### Introduction

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals.

a. Contract Type and General Provisions: It is contemplated that a cost plus fixed fee 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.

c. Separation of Technical, Past Performance Information, and Business Proposal: The proposal shall be in 4 separate parts. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

- I. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.8). Please mark as original or copy.
- II. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.9)
- III. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.10).

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.

- 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 Government Accountability Office (GAO) 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.8 TECHNICAL PROPOSAL INSTRUCTIONS**

The technical proposal shall contain an original and eleven (11) copies. The technical proposal described below shall be limited to 75 pages (not including cover page, introduction, table of contents, resumes or bibliographies) with no less than a 11 point pitch, with page numbers, with the majority of the text singled-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible) and with margins that are a minimum of 1 inch. Resumes or CVs are only required for key personnel (i.e. the proposed Project Director and senior personnel that play a major role in the management

and execution of the project activities). Brief biographic sketches of other personnel may be provided. Lengthy proposals and voluminous appendices are neither needed nor desired as they are difficult to read and evaluate and may indicate the offeror's inability to concisely state their proposal.

## **I. Recommended Technical Proposal Format**

The offeror's proposal should present sufficient information to reflect a thorough understanding of the work requirements and a detailed plan for achieving the objectives of the scope of work. Technical proposals shall not merely paraphrase the requirements of the Agency's statement of work or parts thereof, or use of phrases such as "will comply" or "standard techniques will be employed." The technical proposal must include a detailed description of the techniques and procedures to be used in achieving the proposed end results in compliance with the requirements of the Agency's statement of work.

- (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 A through E below. The evaluation criteria are as follows:

### **A. Understanding the Purpose and Tasks Associated**

The offeror shall provide a brief statement of the understanding of the requirements and objectives of this acquisition. The offeror will present a detailed plan to satisfy the requirement of each individual task in the Statement of Work. The offeror should demonstrate their expertise in FCD1 and FCD2, emergency management, business continuity analysis, developing and executing training an annual exercise, and updating Agency COOP and Pandemic Flu Plans.

### **B. Qualifications of proposed Staff, Including Consultants**

The offeror shall provide the background, skills, professional experience and education of key personnel, senior staff, task leaders, consultants and subcontractors shall be evaluated as they relate to the requirements of this solicitation. Key staff at the Project Director level should have at least 8 years of program management experience, especially in the area of COOP development to lead the team. Other key staff should demonstrate at least 5 years of experience in COOP program development and program design and implementation.

**C. Organizational/Corporate Experience**

The offeror shall submit information as to the relevance and quality of experience as it relates to the requirements of this acquisition. Organizations shall demonstrate their expertise in the disciplines of operational planning, readiness management, contingency planning and process analysis with the Federal Government.

**D. Management Plan**

The offeror shall provide a description of the appropriateness of the organizational structure and management systems, including the management of subcontractors, the personnel assigned to each task and the labor hours proposed, the plan for ensuring availability of adequate staff the plan for reporting the required technical and cost information to the Government, and planned methods for assuring the successful completion of all tasks within the time and budget allocated. In doing so, and at a minimum, the offeror shall:

1. Demonstrate corporate 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 you chose the skill mix for this project);
  - b. personnel selection and assignment (why you chose and 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 technical requirements of the Statement of Work.)
  - d) monitoring and control of services provided: Technical quality, responsiveness, cost control, and effective an 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 a proposed system for management control and contract provision compliance:

Managerial problems offeror expects to encounter. Describe the methods you propose to solve these problems. Demonstrate ability and flexibility to rapidly solve the same or similar managerial problems encountered previously.

3. The existence of clear lines of authority and delineation of staff responsibilities, and a description of methods of coordination with, and performance monitoring of, any proposed subcontractors and consultants.
4. Describe the number of person hours for each task and for service delivery.
5. Describe coordination with proposed subcontractors, including monitoring of their performance.
6. 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.
7. The contractor shall be responsible for the performance and conduct of contractor personnel at all times. Personnel employed by the contractor in the performance of this Contract, or any representative of the contractor entering AHRQ facilities, shall abide by established rules, policies, regulations, and procedures (e.g., smoking policies, general housekeeping requirements, safety requirements, and waste disposal requirements), and shall be subject to physical checks by the Government as may be deemed necessary.

Failure to adhere to rules, laws, and directives may result in the removal of personnel. Such removal of employees does not relieve the contractor from the requirement to perform Contract tasks in accordance with the specified performance standards.

Additionally, the Contracting Officer (CO) may require the contractor to remove from this Contract any employee working under this Contract for reason of misconduct or security. Contractor personnel shall be subject to removal upon determination by the CO that such action is necessary in the interest of the Government.

The contractor personnel shall only conduct business covered by this Contract during periods paid for by the Government, and shall not conduct any other business (commercial or personal) on Government premises or using Government supplies, information, and equipment.

**E. Facilities and Equipment**

The offeror must demonstrate that adequate facilities and equipment are available for the performance of all requirements of this acquisition. In addition, the headquarters should be local in the Maryland, Virginia, Washington, D.C. area.

**L.9 PAST PERFORMANCE INFORMATION**

Offerors shall submit the following information in an original and four (4) copies as part of their proposal for both the offeror and proposed major subcontractors:

- (1) A list of the last five (5) contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process. Contracts listed 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 should list contracts and subcontracts as required for all key personnel. Include the following information for each contract and subcontract:

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. Contracting Officer and telephone number
  - G. Project Officer and telephone number
  - H. Administrative Contracting Officer, if different from F., and telephone number
  - I. 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 (Attachment 1) shall be completed by those contracting organizations listed in (1) above. The evaluation forms shall be completed and faxed to the Contract Specialist at telephone number 301-427-1740, or emailed to the Contract Specialist at [Cindy.Oswald@ahrq.hhs.gov](mailto:Cindy.Oswald@ahrq.hhs.gov). Completed forms can also be mailed to the following address:

Agency for Healthcare Research and Quality  
Division of Contracts Management  
Attn: Cynthia Oswald, Contract Specialist  
REF: RFP AHRQ-2009-10022  
540 Gaither Road  
Rockville, Maryland 20850

Evaluation forms must be received by October 21, 2009 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.10 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 and Other Administrative Data in accordance with the following:

### A. Cost/Price Proposal

*A cost proposal shall be submitted in accordance with FAR 15, in a format similar to what is in Section B, page 6 (TO BE DETERMINED). The offeror's own format may be utilized, but all required information in Section B, as related to Prices/Cost, must be provided. For your convenience, attachment 3 Breakdown of Proposed Estimated cost (Plus Fee) and labor hours is provided as an acceptable format*

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, invoices prices, etc.).

#### (c) Travel

The amount proposed for travel shall be supported with a breakdown which includes purposes, 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 name(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. Subcontract cost detail should be similar to the level of detail provided for the prime contractor, with the same cost elements. 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. Indicate specific off-site rates for those employees housed at AHRQ, 540 Gaither Road, Rockville, MD 20850.

(h) Labor-Hour Chart

Offerors must submit a consolidated Labor-Hour Chart that displays proposed hours by labor category for the phase-in period and each performance year, and is consistent with the Staffing Plan provided as part of the technical proposal. The prime contractor and all proposed subcontractor(s) hours must be separately identified. All phase-in and yearly manning summaries should roll up to a total program-manning summary for the applicable period. During the technical evaluation process, comparisons are made between the Staffing Plan proposed in the technical proposal and the Manpower Chart in the price proposal to ensure consistency as to number and skill levels proposed. The presentation of manpower in both the technical and price proposals should be in a format to allow this comparison to be made easily.

**B. 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 HHS 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) Offerors shall identify Government-owned property in their possession and/or property acquired from Federal funds to which they 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.
- (5) Commitments: Offerors 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: Offerors 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: Offerors 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, offerors shall indicate their 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. Section K shall be made part of the original business proposal.
- 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 Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

## L.11 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 cost review, management analysis, etc.
- c. Past performance will be evaluated only on offerors considered to be technically acceptable.

A competitive range will be determined. 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, 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, 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.

## L.12 PROPOSAL INTENT

It is requested that if an offeror intends to submit a proposal to this solicitation that the attached Proposal Intent Form (Attachment 2) be completed and returned to the address indicated by **October 6, 2009**. The submission of the intent form is not binding on an offeror to submit a proposal, nor does the failure to submit the form prohibit an offeror from submitting a proposal. The purpose is to provide us with an estimated number of proposals to be expected to assist us in our planning and logistics for proposal reviews. We have added a request to include your contact information to a bidders list. The bidders list will be provided to interested offerors for subcontracting opportunities. In order for AHRQ to include your contact information on the bidders list, you must return the Proposal Intent Form and check the box that grants permission to add your name no later than the date listed above.

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

### **Evaluation Factors for Award**

Selection of an offeror for contract award will be based on an evaluation of proposals against three (3) factors, and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The three factors are: **technical, cost, and past performance**. Although technical factors are of paramount consideration in the selection of the Contractor for this requirement, past performance, is also important to the overall contract award decision. Offerors who submit technically acceptable proposals will then be evaluated on their past performance. Following this evaluation, a competitive range will be determined.

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.

All proposals will be reviewed in accordance with the governing regulations and Agency for Healthcare Research and Quality (AHRQ) policies and procedures. The technical proposal and past performance information 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 weight which will be used in the overall review of the offeror's proposal are outlined on the next page. The technical proposal shall consist of the responses to Evaluation Criteria A through E. 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.

**OFFERORS PLEASE NOTE:** Evaluation Criteria A through E, for a total of 100 points, will be evaluated by a technical peer review committee, who will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting staff will review and evaluate Past Performance Criteria for a total of 20 points. The total possible points for Evaluation Criteria A through E and Past Performance are 120 points.

### **EVALUATION CRITERIA**

1. Award will be made to that responsible offeror whose proposal is most advantageous to the Government, cost and the below factors considered. Paramount consideration shall be given to technical quality rather than cost. It is pointed out, however, that should technical quality between offerors be considered approximately the same, then cost may become the determining factor in award selection.

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

**TECHNICAL Evaluation Criteria**

**A. Understanding the Purpose and Tasks Associated 40 Points**

The offeror will be evaluated to the degree to which the proposal demonstrates an understanding of the requirements and objectives of this acquisition. The offeror will present a detailed plan to satisfy the requirement of each individual task in the Statement of Work. The offeror should demonstrate their expertise in FCD1 and FCD2, emergency management, business continuity analysis, developing and executing training an annual exercise, and updating Agency COOP and Pandemic Flu Plans.

**B. Qualifications of proposed Staff, Including Consultants 20 Points**

The background, skills, professional experience and education of key personnel, senior staff, task leaders, consultants and subcontractors shall be evaluated as they relate to the requirements of this solicitation. Key staff at the Project Director level should have at least 8 years of program management experience, especially in the area of COOP development to lead the team. Other key staff should demonstrate at least 5 years of experience in COOP program development and program design and implementation.

**C. Organizational/Corporate Experience 15 Points**

The proposal will be evaluated as to the relevance and quality of experience as it relates to the requirements of this acquisition. Organizations shall demonstrate their expertise in the disciplines of operational planning, readiness management, contingency planning and process analysis with the Federal Government.

**D. Management Plan 15 Points**

The proposal will be evaluated on the appropriateness of the organizational structure and management systems, including the management of subcontractors, the personnel assigned to each task and the labor hours proposed, the plan for ensuring availability of adequate staff the plan for reporting the required technical and cost information to the Government, and planned methods for assuring the successful completion of all tasks within the time and budget allocated.

**E. Facilities and Equipment 5 points**

The offeror will be evaluated on the suitability of facilities and equipment available for the performance of all requirements of this acquisition. In addition, the headquarters should be local in the Maryland, Virginia, Washington, D.C. area.

**TOTAL POINTS 100 points**

**PAST PERFORMANCE 20 Points**

**(TO BE RATED ONLY AFTER A DETERMINATION OF TECHNICAL ACCEPTABILITY OF THE OFFEROR'S PROPOSAL, BASED ON TE ABOVE TECHNICAL EVALUATION CRITERIA)**

The offeror's past performance will be evaluated after completion of the technical evaluation. Only those offerors determined to be technically acceptable will be evaluated. Each offeror will be evaluated on its 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 offeror's relative rankings will be compared. The Government reserves the right to evaluate relevant past performance information not specifically provided by the offeror.

The Government will assess the relative risks associated with each offeror. Performance risks are those associate with an offeror's likelihood of success in performing the acquisition requirements as indicated by the offeror's record of past performance.

If the offeror or the proposed employees for the offeror, do not have a past performance history relative to this acquisition, or past performance not relative to this acquisition, the offeror will not be evaluated favorably or unfavorably on this factor. A neutral rating will be determined. In evaluating past performance the Government, will consider the offeror's effectiveness in quality of products or services; timeliness of performance; cost control; business practices; customer satisfaction, and key personnel past performance.

**NOTICE: Past performance questionnaires are to be provided to the Contracting Office NO LATER than the closing date and time specified in this solicitation. It is the offeror's responsibility to ensure that thee documents are forwarded to the contracting office in a timely manner.**

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-2009-10022**, entitled "Maintenance of AHRQ COOP Plan". Past performance is a very important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is extremely important. This office would greatly appreciate you taking the time to complete this form. **This information is to be provided to Cynthia Oswald, the AHRQ Contract Specialist and is NOT to be disclosed to the offeror either verbally or in writing.** Please provide an honest assessment and return to AHRQ (either by mail, fax or email), no later than **October 21, 2009 by 12 noon EST**. If you have any questions, please contact Cynthia Oswald via e-mail [Cindy.Oswald@ahrq.hhs.gov](mailto:Cindy.Oswald@ahrq.hhs.gov).

Cynthia Oswald  
Agency for Healthcare Research and Quality  
Division of Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850  
FAX: (301) 427-1740

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:** \_\_\_\_\_  
(Please Print)

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

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

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

**MAILING ADDRESS: Include name of organization/ federal agency**

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

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

**E-MAIL :** \_\_\_\_\_

**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>
	<ul style="list-style-type: none"> <li>-Compliance with contract requirements</li> <li>-Accuracy of reports</li> <li>-Technical excellence</li> </ul>	<ul style="list-style-type: none"> <li>-Within budget(over/under target costs)</li> <li>-Current, accurate, and complete billings</li> <li>-Relationship of negotiated costs to actual</li> <li>-Cost efficiencies</li> <li>-Change orders issue</li> </ul>	<ul style="list-style-type: none"> <li>-Met interim milestones</li> <li>-Reliable</li> <li>-Responsive to technical direction</li> <li>-Completed on time, including wrap-up and contract adm</li> <li>-No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>-Effective management</li> <li>-Businesslike correspondence</li> <li>-Responsive to contract requirements</li> <li>-Prompt notification of problems</li> <li>- Reasonable/cooperative</li> <li>-Flexible</li> <li>-Pro-active</li> <li>-Effective small/small disadvantaged business sub-contracting program</li> </ul>
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

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."

**PROPOSAL INTENT RESPONSE SHEET**

**RFP No. AHRQ-2009-10022**

Please review the attached request for proposal. Furnish the information requested below and return this page by October 21, 2009 (12:00 PM ET). Your expression of intent is not binding but will greatly assist us in planning for the proposal evaluation.

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INTEND TO SUBMIT A PROPOSAL

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

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I GRANT PERMISSION TO THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY, CONTRACTS OFFICE TO ADD THE CONTACT INFORMATION BELOW TO A BIDDERS LIST TO PROVIDE TO OTHER INTERESTED OFFERORS FOR TEAMING/SUBCONTRACTING OPPORTUNITIES. (\*MUST INCLUDE AUTHORIZED SIGNATURE)

COMPANY/INSTITUTION NAME & ADDRESS:

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

TYPED/PRINT NAME AND TITLE: \_\_\_\_\_

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

PLEASE DO NOT RELEASE THE CONTACT INFORMATION.

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Please return to:

Cynthia Oswald  
Agency for Healthcare Research and Quality  
Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850

**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.) At the beginning of the cost breakdown, state the proposed period of performance (actual dates) that proposed costs are based upon. If this solicitation is phased, identify each phase in addition to each year with a total for each year, phase, and sub-element.
3. This format must be used to submit the breakdown of all proposed estimated cost elements. Each cost element and sub-element for direct costs, indirect costs and fee, if applicable, should be listed. 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. Provide a copy of the most recent payroll register for ALL proposed employees. If necessary, show proposed hourly rate calculations for each employee. State salary increase policy, as well as proposed increase factor. If it is company policy for employees to receive salary increases on their anniversary dates of hire, please indicate the anniversary date s of hire for each proposed employee. Break down of proposed unloaded direct labor rates and proposed number of direct labor hours for each employee for each contract year is also required.  
  
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. Submit supporting documentation for each proposed unit cost. Examples of accepted forms of documentation include invoices, catalog pages, quotations, and general ledgers showing historical costs for comparable items, which must be broken down by contract year showing proposed total quantities per year and corresponding proposed unit costs for each item.
  - c. For all indirect costs, list the rates applied and the base the rate is applied to. A copy of the most current rate agreement should be submitted. If no rate agreement exists, detailed calculations of all proposed indirect rates should be shown, supported by audited or reviewed financial statements.
  - 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. Detailed breakdown of each proposed direct cost element by contract year, (not by task only), showing proposed total quantities per year and corresponding proposed unit costs for each item.
  - g. Indicate the proposed dates of performance for each contract year.
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**

<b><u>COST ELEMENT</u></b>		<b>OptionOption</b>					
<b><u>Total</u></b>		<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	
<b><u>DIRECT LABOR:</u></b>							
<b><u>Labor Category</u></b> (Title and Name-- use additional pages as necessary)	<b><u>Rate</u></b>	<b><u>Hours</u></b> <b><u>Amt</u></b>	<b><u>Hours</u></b> <b><u>Amt</u></b>	<b><u>Hours</u></b> <b><u>Amt</u></b>	<b><u>Hours</u></b> <b><u>Amt</u></b>	<b><u>Hours</u></b> <b><u>Amt</u></b>	
<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>FIXED &amp; AWARD FEES:</u></b> (if applicable)							
__% of Total Est. Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
<b><u>GRAND TOTAL EST COST</u></b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	