

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

Request for Proposal
No. AHRQ-01-0003

**Date Issued: February 9, 2001
Date Due: March 26, 2001**

Ladies and Gentlemen:

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-01-0003, entitled "Survey Users Network (SUN)." Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

A cost reimbursement type contract is contemplated for a period of five (5) years.

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

Offerors shall submit an original plus ten (10) copies of the Technical Proposal (See Section L.9) and an original plus three (3) copies of **each** of the following:

- A. Past Performance Information (See Section L.10)
- B. Small Disadvantaged Business Participation Plan (See Section L.11)
- C. Business Proposal (See Section L.12)

Your technical proposal must be concisely written and should be limited to **250 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., resume, etc., see Section L.9 for additional details). This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis for rejection of your proposal.

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

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

Questions regarding this solicitation shall be received in this office no later than **March 9** (See Section L.7). Your questions should be submitted to the attention of Darryl Grant, Contracting Officer, Agency for Healthcare Research and Quality, Suite 601, 2101 E. Jefferson Street, Rockville, Maryland 20852 and the envelope should be marked "Proposal Questions RFP No. AHRQ-01-0003."

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **3:00 p.m.**, local prevailing time, on **March 26, 2000**. Your proposal must be mailed to the following address:

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

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

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

Requests for any information concerning this RFP should be referred to Mr. Darryl Grant, (301) 594-7189.

Sincerely,

Darryl Grant
Contracting Officer, Division of Contracts
Management
Agency for Healthcare Research and Quality

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SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

“Survey Users Network (SUN).” See Section C for a complete description.

B.2 ESTIMATED COST AND FIXED FEE

- a. The estimated cost (exclusive of fixed fee) of this five (5) year contract is \$_____.
- b. The fixed fee for this contract is \$_____. The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the Clauses ALLOWABLE COST AND PAYMENT and FIXED FEE incorporated herein.
- c. The Government’s obligation, represented by the sum of the estimated cost plus fixed fee, is \$_____. The following is the total estimated cost plus fixed fee broken down by year:

	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Year 4	\$ _____	\$ _____	\$ _____
Year 5	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

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

B.3 PROVISIONS APPLICABLE TO DIRECT COSTS

- a. Items Unallowable Unless Otherwise Provided

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

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose-office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property, 1990, regardless of acquisition value;
- (5) Travel to attend general scientific meetings;
- (6) Foreign Travel;
- (7) Any costs incurred prior to the contract's effective date;
- (8) Rental of meeting rooms not otherwise expressly paid for by the contract;
- (9) Any formal subcontract arrangements not otherwise expressly provided for in the contract
- (10) Consultant fees in excess of \$400/day; and
- (11) ADP hardware or software.

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

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

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

Survey Users Network (SUN)

C.1 Background

The Agency for Health Care Research and Policy (AHCPR), now called the Agency for Healthcare Research and Quality (AHRQ) was created in 1989 "to enhance the quality, appropriateness and effectiveness of health care services and access to such services, through the establishment of a broad base of scientific research and through the promotion of improvements in clinical practice (including the prevention of diseases and other health conditions and in the organization, financing and delivery of health care services)."

Consumers of health care are among AHRQ's primary constituents. One of the Agency's goals is to help consumers make informed choices about their health care plans, providers, and health services.

Surveys are a major source of information about consumer assessments of their health care, plans and services. These surveys collect data on consumers' experiences and opinions regarding their access to and use of health care services.

In September 1995, the agency funded three five-year cooperative agreements with Harvard Medical School, RAND and Research Triangle Institute to work with the agency to: 1) produce reliable, valid, and rigorously tested survey protocols for collecting information from consumers regarding their assessments of health plans and services; 2) develop and test the effectiveness of different formats for conveying resulting information to consumers; 3) demonstrate the resulting survey protocols in real- world settings; and 4) evaluate the usefulness of this information in assisting consumers, and purchasers acting on their behalf, in making informed selections of health care plans and services. The long-term goal of this project is to strengthen the science base underlying the evolution and use of consumer surveys within the health care industry. This project is called the Consumer Assessment of Health Plans or CAHPS®. All products resulting from CAHPS are in the public domain

At the same time AHRQ funded the first five-year Survey Users Network (SUN) contract to provide support for the development of the CAHPS products. This support included dissemination of the CAHPS products, provision of technical assistance to users of the products, facilitation of the CAHPS team collaboration effort through handling of conference call logistics, maintenance of an intranet site for members of the CAHPS team, construction of a National CAHPS Benchmarking Database (NBCD) which houses data from CAHPS surveys conducted by various sponsors and produces reports off the database, providing technical and conference support for meetings and providing technical and logistical support to AHRQ in managing the CAHPS project.

After five years, the CAHPS surveys have become accepted as the industry standard for consumer assessment. The CAHPS surveys consist of a core set of 46 items which are intended to be administered for any type of health plan from fee-for-service to managed care and for any type of population including public and private insurance plans. In addition, supplemental items which address the interests or needs of specific

populations have been developed. These supplemental items include those for persons with chronic conditions and items on provision of translation services. Questionnaires using the core and selected sets of supplemental items have been developed for:

Medicare Managed Care

Privately Insured

Medicare Fee-for-service

Medicaid

Medicare Disenrollees

These instruments have been adopted for use by the National Committee for Quality Assurance, the Health Care Financing Administration, Medicaid Programs throughout the country and numerous private and public employers. The reports provided by the CAHPS collaboration have been distributed in both electronic and paper format and have been used by over 100 sponsors. Currently CAHPS data are collected each year on health plans that serve approximately 90 million Americans.

The contractor has been responsible for preparing these products in an easy to use Survey and Reporting Kit for dissemination to potential sponsors. The kit has been distributed to over 500 sponsors. In addition, the contractor has provided technical assistance by answering questions through a toll-free help line, an extranet website, periodic CAHPS user meetings and an online workshop.

Building on the work completed, the CAHPS teams working independently or with other organizations are developing other CAHPS products including Group Practice Level CAHPS (GCAHPS), Children with Special Health Care Needs Survey, Nursing Home CAHPS (NHCAHPS) and behavioral health and chiropractic instruments. These products are expected to be available during the next year or so and will require support from the contractor as will the currently available instruments and reports.

C.2 Objectives

This contract requirement for the Survey Users Network (SUN) will continue support for the CAHPS project for the next five years. The contract provides support to AHRQ and the CAHPS consortium for the development of CAHPS instruments and reporting products and to users of those products.

Specifically, the contractor shall perform the following tasks:

- * Prepares CAHPS products for dissemination to potential users. The contractor shall coordinate the preparation of the CAHPS Survey and Reporting Kit in hardcopy and CD ROM format.

- * Provides technical assistance to users. The contractor shall provide clarification and explanation regarding all CAHPS products including survey instruments, reports, sampling and data collection procedures, and project implementation process.
- * Provides communication support to facilitate the work of CAHPS consortium. The contractor shall support the work of various specially-created CAHPS teams.
- * Provides technical and conference support for meetings. The contractor shall provide logistical, administrative and technical support for meetings and conferences.
- * Provides support for the National CAHPS Benchmarking Database (NCBD) including securing data from CAHPS Sponsors, cleaning data for inclusion in the NCBD, providing access to data for qualified users, producing standard and custom reports for sponsors, providing data to the National Quality Report to be produced by AHRQ, assessing the reliability and validity of CAHPS data, protecting the confidentiality of respondents and entities being assessed and securing feedback from users of the data in order to improve services
- * Provides support to AHRQ. (See task 6 under Section C.3)

C.3 Specific Requirements

This contract for the Survey Users Network (SUN) will continue support for the CAHPS project for the next five years. The contract provides support to AHRQ and the CAHPS consortium for the development of CAHPS instruments and reporting products and to users of those products.

Specifically, the contractor shall perform the following tasks:

Task 1. Prepares CAHPS products for dissemination to potential users

The contractor shall coordinate the preparation of the CAHPS Survey and Reporting Kit in hardcopy and CD ROM format. New components that are likely to be added to the kit during the duration of the contract include surveys for children with special health care needs, behavioral health, group practice level, nursing homes, and chiropractic care; reports for consumers in languages other than English, and reports for purchasers. These new components will be additions to the current kit and will require only minimal revision to existing material. In addition, new products related to the use of CAHPS for quality improvement are likely to be included. During the course of the first year of the contract, we will release the next version of CAHPS. This release will entail a review and revision of the current Survey and Reporting Kit.

The Kit contains the following components:

- * instructions on use of the kit

- * frequently asked questions
- * an introduction to the kit
- * designing a CAHPS project
- * using CAHPS Reports for consumers and other audiences
- * selecting a sample, conducting the survey and analyzing the data
- * brief history of CAHPS
- * list of sponsors
- * overview of the National CAHPS Benchmarking Database
- * CAHPS annotated bibliography
- * CAHPS project planning workbook
- * hiring and managing a CAHPS vendor
- * Instructions for customizing CAHPS reports
- * CAHPS 2.0 Surveys
- * CAHPS 2.0 Survey notification letters
- * Data preparation guidelines
- * Instructions for using the CAHPS analysis program
- * A video for sponsors to use to inform their constituents about the availability of CAHPS data

In preparation of the kit, the contractor shall:

- * work with AHRQ and the CAHPS consortium to plan the layout and content of new and revised sections
- * coordinate writing to be done by consortium (assume about one third of the writing will be done by grantees)
- * write remaining components of the kit
- * edit all material
- * produce graphics and photographic material

- * prepare CD ROM's for reproduction
- * coordinate the final editing and production with AHRQ staff.

The contractor shall also develop a plan for promoting and disseminating the kit to current and potential users. The kits will be printed, reproduced, assembled, and distributed by the government. The contractor and the AHRQ Clearinghouse will work together to assure effective dissemination of the kits. The contractor will make the clearinghouse aware of requests for the kit and the clearinghouse will update the contractor on orders placed for the kit.

Task 2. Provides technical assistance to users.

The contractor shall provide clarification and explanation regarding all CAHPS products including survey instruments, reports, sampling and data collection procedures, and project implementation process. Assistance is provided in response to requests for general information about CAHPS, help with getting a project started, detailed information or explanation about technical issues such as the implications of changing the sampling methodologies, getting an update on progress on new CAHPS products, contact information for someone with whom the requester might partner, assistance with reporting of CAHPS and clinical measurement data, advice on hiring a vendor (SUN does not recommend vendors, but provides guidelines to follow in the process of selecting one), getting copies of questionnaires, and reports or articles about CAHPS

Current instruments include the CAHPS core and supplemental items. Likely, additional instruments are those for Children with Special Health Care Needs; behavioral health; Group Practice Level and Nursing Home assessment. Technical assistance shall also be provided for reports to consumers and purchasers in the use of both print and computer reporting templates for users interested in using CAHPS for quality improvement. In addition, CAHPS instruments that focus on data necessary for quality improvement may be developed as part of CAHPS. These instruments will also require technical assistance. The contractor shall assist users in finding longer-term technical assistance or technical assistance that includes access to a broader range of services than that allowed under the SUN contract.

The contractor shall provide technical assistance through the following procedures:

- * Offer and promote technical assistance to users
- * Receive and analyze requests for assistance
- * Provide a toll-free help line and email address to receive requests and provide assistance. Assume an average of 80 contacts per month. Further assume that half of the calls require fairly straight-forward provision of information requiring about 15 minutes. The other half would involve more complex assistance and advice, for example concerning starting up a project or dealing with more technical issues. This assistance will require on average about 1 hour.

- * Operate and maintain current SUN web site to provide information to users and potential users
- * Maintain a directory of resources available for providing assistance
- * Secure feedback from those requesting technical assistance to assess the effectiveness of the service. AHRQ's customer survey OMB clearance will be used to get feedback from persons given technical assistance. Assume a brief mail survey (10-12 items) with a sample of 100 persons who received assistance by telephone or email. Also, assume that persons visiting the website (approximately 20,000 hits last year) will also be asked to provide their feedback during their visit to the site.
- * Design and conduct online workshops for enrolled users. Using computer networking and teleconferencing conduct 10 online workshops a year, each about 2 hours. Assume that there will be about 10 participants per session, not counting staff and experts assisting with the process.
- * Conduct two one-day community level technical assistance workshops a year designed to provide close attention assistance to sponsors who need assistance in implementing their measurement and reporting programs. Assume that there will be 30 attendees.
- * Other types of approaches to be decided on during the course of the project.

Task 3. Provides communication support to facilitate the work of CAHPS consortium.

The contractor shall support the work of various specially created CAHPS teams including the PI's/PO's, GCAHPS, NHCAHPS, Children with Special Health Care Needs Survey, Medicare Fee for Service and Medicare Disenrollment. This support is as follows:

- * Poll team members for availability for conference calls
- * Schedule and arrange calls with conference call service. The contractor will arrange the calls using the Federal government conference call system. The actual costs of the calls will be borne by AHRQ.
- * Develop the agenda for calls
- * Take notes on all conference calls and publish them on the CAHPS Intranet
- * Develop and implement a strategy which will make effective use of the CAHPS intranet site for handling electronic communication for the SUN and CAHPS project. Maintain the CAHPS intranet services including team directories, call and meeting notes, schedule of events, posting of materials for calls and meetings, research products from the CAHPS project. Prepare a periodic report on the use of the site.

Task 4. Provides technical and conference support for meetings.

The contractor shall provide logistical, administrative and technical support for the following meetings and conferences each year:

Two two-day meetings for users of CAHPS products. Meetings will be held in various locations through out the U.S with approximately 150 attendees.

One two-day research conference at various locations with about 100 attendees.

Two one-day meetings of the CAHPS Advisory Committee. One of the meetings each year will be held in the Washington DC area and the other will be held at the location of the CAHPS Users meeting each year. There will be about 15 committee members and 15 consortium members will attend.

Eight two-day meetings of consortium teams with about 12 persons per meeting.

Two one-day NCBAD Advisory Committee Meetings held in conjunction with the two CAHPS User Meetings. There will be 15 Committee members attending.

Support will include:

Preparation of meeting agenda and supporting materials

Logistical and administrative meeting support including reserving meeting and hotel accommodations, notifying participants, providing registration and scheduling use of equipment.

Technical support including, as required, preparation of background papers, arranging for speakers and producing summaries of meetings.

Assistance to consortium in managing the Advisory Committee including scheduling, issues development and agenda setting.

For the research conference the contractor will also coordinate the solicitation and review of papers.

Task 5. Provide support for the National CAHPS Benchmarking Database (NCBD)

The National CAHPS Benchmarking Database (NCBD) is a large and growing source of CAHPS data collected by sponsors on commercial health plans and public health plans (Medicare and Medicaid). There are currently about 750,000 CAHPS questionnaires in the database from data collected in 1998, 1999 and 2000. Each year the NCBD provides a standard report free of charge to all sponsors submitting data to the NCBD. Contractor staff working on the NCBD also consider and fill requests for data from the NCBD from researchers and others interested in analyzing CAHPS data. The staff provides some custom reports as requested.

Data will include those from Medicare Managed Care, Medicare Fee For Service, Medicaid programs, U.S. Office of Personnel Management, Department of Defense and commercial users.

Specifically, the contractor shall:

Recruit sponsors to submit data, including new types of sponsors not previously recruited, such as users of GCAHPS and Children with Special Health Care Needs survey as those become available. Sponsors of CAHPS survey are requested to submit data to the NCBD with the assurance that the confidentiality of the data will be protected and that they will receive a standard report analyzing their data.

Clean and prepare data for inclusion in the NCBD. While the CAHPS questionnaire is standardized, sponsors may use different programs for creating their data sets and follow different standards. Therefore some cleaning of the data are required.

Protect the confidentiality of respondents and entities being assessed

Promote the availability of CAHPS data with new potential users both domestic and international.

Provide access to data for qualified users. Requests for data access are reviewed by a subcommittee of the NCBD Advisory Committee. Requests are assessed for their provisions for protecting the confidentiality of the data.

Produce reports for sponsors who submit data.

Provide data to the National Quality Report to be produced by AHRQ. AHRQ has been given the responsibility for producing a report on which will reflect the state of quality of health care in the United States beginning in 2003. AHRQ is currently reviewing available data sets as input to this report. The CAHPS data from the NCBD are a major source of data on consumers assessment of their health care. NCBD will provide data for the report as requested by AHRQ.

Provide assistance in analyzing CAHPS data as they might be used in combination with other data on quality for the National Quality Report.

Assess the reliability and validity of CAHPS data for use in the National Quality Report and other applications. The contractor shall run selected analyses to assess the reliability of CAHPS data. In particular for the National Quality Report the contractor will help assess the representativeness of the data for different populations and different payers.

Produce an annual report from the NCBD data for broad distribution. The contractor shall produce a report each year that summarizes the data available in the NCBD.

Produce custom reports as requested by sponsors and other data requesters.

Secure feedback from users of the data in order to improve services. The contractor shall conduct a customer survey (covered under AHRQ's customer service OMB clearance) by email each year to get feedback on the services it provides.

Task 6. Provide support to AHRQ

Support provided to AHRQ will help with managing the SUN and CAHPS projects and with steering the direction of these. The contractor shall:

Conduct literature searches to assist AHRQ project staff in addressing technical issues that arise regarding consumer assessment and reporting. Assume 3 literature searches a year.

Maintain content for Talking Quality Web site. This website which is operated on an AHRQ server will require periodic update of the content of the material there. The web site contains information of use to persons and organizations designing materials for reporting information on quality to consumers and other audiences. The website can be accessed at talkingquality.gov.

Prepare research papers and background papers to assist AHRQ project staff with developing information on topics related to consumer assessment and reporting.

Track relevant efforts in the public and private sectors involving consumer surveys and reporting and make available to AHRQ and CAHPS users. The contractor shall continually scan the scientific and popular literature to identify and capture articles about CAHPS and other consumer assessment and reporting activities and research.

Assist in holding expert and stakeholder meetings on topics that are important to the measurement and reporting of quality to consumers, purchasers, policy makers and others. This will include arranging for meetings that support obtaining input and feedback from experts and stakeholders regarding the National Quality Report and other new consumer assessment and reporting initiatives.

Participate in discussions regarding development of CAHPS products.

Task 7. Management

The contractor shall provide for the effective and efficient management of the technical functions described in this scope. The contractor shall carry out the following tasks in implementing the management of the project.

Prepare and implement a management plan

The contractor shall prepare a management plan that will outline the structure of the organization of the project, the work to be done, the schedule for completing work, an estimate of the resources required, and the overall approach to be applied to each task area.

The management plan will be prepared in the month after contract award. It will be used as the basis for reviewing and assessing progress in the first year.

Prepare monthly progress report

The monthly report will summarize progress, note milestones, describe past and anticipated problems, propose solutions, cast future directions, and compare progress and resource expenditures to the original schedule and budget.

Hold management meetings

The contractor shall plan and hold bi-monthly management meetings by telephone during which the project will be discussed. Progress will be reviewed, milestones discussed, problems examined, and short-range and long-range plans made.

Prepare a summary of work performed as part of the CAHPS and SUN projects.

CAHPS and SUN are both comprised of separate, but related projects. The contractor shall prepare a report every three months which describes the progress of the CAHPS and SUN projects and includes accomplishments that relate to the Government Performance and Results Act (GPRA) goals. At the beginning of each project and then every year thereafter, grantee and contractor staff and the AHRQ PO's will establish a schedule for the upcoming year that includes target dates for reaching major milestones. The three month summary will describe progress toward those milestones. The report will include:

- * Project name, purpose and brief description
- * Start date.
- * Proposed completion date for interim and final products
- * Team members working on the project
- * Funder
- * Amount of funding
- * Potential users of the product
- * Status of formative evaluations
- * Status of outcome evaluations
- * Progress made during the last 3 months
- * Problems in schedule, deliverables or costs
- * Special issues
- * Approaches to addressing problems
- * Identification of how end products are applied to specific GPRA measures

SECTION D - PACKAGING AND MARKING

The Contractor shall mark each delivery with the organizations name, contract number, item number, and quantity (indicating partial, full or final shipment. As appropriate, note on the face page of the report and when feasible on the binding (1) "one volume only" or (2) "volume 1 of 2, 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 inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION the Government Project Officer is the authorized technical representative of the contracting officer.
- c. Inspection and acceptance will be performed at:

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

E.2 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause No.	Title and Date
52.246-5	Inspection of Services-Cost Reimbursement (April 1984)

SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE

F.1 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clause by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

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

F.2 PERIOD OF PERFORMANCE

The period of performance for shall be as follows, unless extended by modification to this contract:

Year 1	May 1, 2001 through April 30, 2002
Year 2	May 1, 2002 through April 30, 2003
Year 3	May 1, 2003 through April 30, 2004
Year 4	May 1, 2004 through April 30, 2005
Year 5	May 1, 2005 through April 30, 2006

F.3 DELIVERY SCHEDULE

The Contractor shall submit the following items in accordance with the stated delivery schedule as noted below: Assume that AHRQ will take 2 weeks to review deliverables, unless otherwise specified.

Item/Description	Quantity	Schedule
Task 1 - Preparation of Products for Dissemination		
1 First draft of revised Survey and Reporting Kit	20	Within 2 months after completion of draft by CAHPS team
2 Second draft of revised Survey and Reporting Kit	20	Within 2 months after review completed
3 Final of Survey and Reporting Kit	20	Within 1 month after review completed
4 Draft plan for promotion and dissemination of kit	20	Within 2 months from EDOC
5 Final plan for promotion and dissemination of kit	20	Within 3 months from EDOC

Task 2 - Provide Technical Assistance to Users

6	Installation of Help Line	NA	Within 1 month from EDOC
7	Installation of web site	NA	Within 1 month from EDOC
8	Monthly report on Technical Assistance	1	15th of each month starting with 2 months from EDOC (5 days review by AHRQ)
9	Draft plan for getting user feedback	5	Within 3 months from EDOC
10	Final plan for getting user feedback	5	Within 6 months from EDOC
11	Draft report on user feedback	5	Months 13, 25, 37, 49, 59 from EDOC
12	Final report on user feedback	5	Months 14, 26, 38, 50, 60 from EDOC
13	Draft agenda for online workshops	5	2 months before workshop
14	Final agenda for online workshops	5	1 month before workshop
15	Draft agenda for community level assistance workshop	5	1 month before workshop
16	Final agenda for community level assistance workshop	5	1 month before workshop

Task 3 - Provide Communication Support for Consortium

17	Draft plan for effective use of the CAHPS web site	20	2 months from EDOC
18	Final plan for effective use of the CAHPS web site	20	4 months from EDOC
19	Notes on each conference call	20	3 working days after call (2 working days review by AHRQ)
20	Draft report on use of the CAHPS web site	20	Every 3 months starting with 6 months from EDOC
21	Final report on use of the CAHPS web site	20	Every 3 months starting with 7 months from EDOC

Task 4 - Technical and Conference Support for Meetings

22	Draft agenda and materials for meetings	20	20 working days before each meeting
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23	Final agenda and materials for meetings	20	10 working days before each meeting (One week review by AHRQ)
24	Draft of summary of meetings	20	Within 10 working days following each meeting
25	Final summary of meetings	20	Within 30 working days following each meeting
Task 5 - National CAHPS Benchmarking Database (NCBD)			
26	Sponsor reports	20	Months 6, 18, 30, 42, 54 from EDOC
27	Data for National Quality Report (NQR)	10	Based on agreed upon schedule to meet NRQ requirements
28	Draft assessment of NCBD data	20	Months 13, 25, 37, 49, 59 from EDOC
29	Final assessment of NCBD data	20	Months 14, 26, 38, 50, 60 from EDOC
30	Draft NCBD Annual Report	5	April 1 each year
31	Final NCBD Annual Report	5	July 1 each year
32	Custom Reports	5	Within 30 working days after request
33	Draft plan for getting NCBD user feedback	5	Within 3 months from EDOC
34	Final plan for getting NCBD user feedback	5	Within 6 months from EDOC
35	Draft report on feedback from NCBD users	5	Months 13, 25, 37, 49, 59 from EDOC
36	Final report on feedback from NCBD users	5	Months 14, 26, 38, 50, 60 from EDOC
Task 6 - Support to AHRQ			
37	Draft literature searches	5	5 working days after request
38	Revised literature searches	5	5 working days after feedback from requestor
39	Draft Semi Annual Update of Talking Quality web site content	20	5th and 11th month of each contract year

40	Final Semi Annual Update on Talking Quality web site content	20	6th and 12th month of each contract year
41	Draft research and background papers	5	30 working days after request
41	Final research and background papers	5	15 working days after feedback from requestor
42	Draft agenda and materials for expert and stakeholder meetings	5	20 working days before each meeting
43	Final agenda and materials for expert and stakeholder meetings	5	10 working days before each meeting
44	Draft summary of expert and stakeholder meetings	5	10 working days after each meeting
45	Final summary of expert and stakeholder meetings	5	20 working days after each meeting
Task 7 - Management			
46	Management Plan	5	20 working days from EDOC
47	Management/Progress report	5	5th working day of each month
48	Expenditure report	5	5th working day of each month
49	Draft outline for CAHPS/SUN Progress Report	20	3 months from EDOC
50	Final outline for CAHPS/SUN Progress Report	20	5 months from EDOC
51	Draft CAHPS/SUN Progress Report	20	Months 8, 11, 14, 17,20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56 from EDOC
52	Final Semi Annual CAHPS/SUN Progress Report	20	Months 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58

EDOC - Effective Date of Contract

The above items shall be addressed and submitted to the Government Project Officer. In addition, one copy of the monthly and final report shall be submitted to the Contracting Officer at the following address:

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 KEY PERSONNEL

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

NAME

TITLE

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

G.2 PROJECT OFFICER and TASK ORDER OFFICER

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

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

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

The Government may unilaterally change its Project Officer designation.

G.3 INVOICE SUBMISSION

a. INVOICE SUBMISSION

Billing Instructions in **G.4** 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 (JUNE 1997).

Invoices/financing requests shall be submitted in an original and three (3) copies to:

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

G.4 INFORMATION ON VOUCHERS

- (1) The Contractor agrees to include the following minimum information on vouchers:
 - (a) Contractor's name and invoice date;
 - (b) Contract Number;
 - (c) Description and price of services actually rendered;
 - (d) Other substantiating documentation or information as required by the contract;
 - (e) Name (where practicable), title, phone number, and complete mailing address or responsible official to whom payment is to be sent; and
 - (f) The Internal Revenue Service Taxpayer Identification Number.
- (2) The Contractor shall furnish the following minimum information in support of costs submitted:
 - (a) Direct Labor - include all persons, listing the person's name, title, number of hours or days worked, the total cost per person and a total amount of this category;
 - (b) Fringe Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
 - (c) Overhead or Indirect Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
 - (d) Consultants - include the name, number of days or hours worked, a total amount per consultant and a total amount for this category;
 - (e) Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation, shown separately, and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;
 - (f) Subcontractors - include for each subcontractor, the same data that is being provided for the prime contractor. A total number for this category shall be provided.

- (g) Data Processing - include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes, etc. A total amount for this category shall be provided.
 - (h) Other - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, etc.
 - (i) Equipment Cost - itemize and identify separately from material costs including reference to approval in all cases;
 - (j) G&A - show rate, base and total as well as verification/allowability of rate changes (when applicable); and
 - (k) Fee - show rate, base and total.
- (3) Payment shall be made by:

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

G.5 INDIRECT COST RATES and FEE

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

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

G.6 ELECTRONIC FUNDS TRANSFER

Pursuant to FAR 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999), the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. This designation shall be submitted, in writing, to the finance office designated in the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

- (A) The contractor must, in writing, request permission to publish, present or otherwise release any reports/material/data developed under the contract. AHRQ will, within two months of the receipt of this request and the proposed publication/presentation, review the proposed disclosure of such information or material to determine that (1) the information is being used solely for the purpose for which it was supplied and (2) the privacy of entities supplying the information or described in it is not violated; and (3) the quality of statistical work and/or analyses meets the statutory standards cited above. AHRQ will provide written notification to the contractor of the results of this review within this same two month time period.
- (B) Except as provided in paragraph (C) below, the Contractor will not publish, have published, or otherwise disseminate any material resulting from the work being performed under this contract including the final report, unless notified in writing by the Project Officer that the review is complete and no potential violations or quality deficiencies with respect to statutory standards were noted. Any noted violations or deficiencies must be addressed by the contractor in accordance with instructions provided by the Project Officer and resubmitted in writing to the Project Officer at least ten business days before the release of any material.
- (C) In the event no written notice of review is received from the Project Officer by the end of the two-month period following a request to publish a final or other report or to make a presentation or other disclosure of material derived from work performed under this contract, the Contractor may publish, present, or otherwise disclose this material subject to the provisions of section 924(c) and 923 (b)(1).

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

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

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

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

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

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

- (a) Definitions

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

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

"Form, fit, and function data", as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements;

except that for computer software it means data identifying source, functional characteristics, and performance requirements, but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

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

(b) Allocation of Rights

(1) The Government shall have:

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

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

(c) Copyright

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

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

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

purposes.

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

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

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

(d) Release and Use Restrictions

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

(e) Indemnity

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

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

- (f) The contractor must release all required deliverables under this contract solely in accordance with the reporting requirements of this contract.

- (g) In accordance with the **Federal Register** (Vol. 57, No. 167, August 27, 1992, pp:38845-

38848) the contractor is to provide for secure and confidential storage, retrieval access, maintenance, and disposition of data and other information used in the work performed under the contract.

- (h) Whenever any data is to be developed by a subcontractor under this contract, the contractor must include the terms of H.3(a), (b), (c), (d), (e), (f) and (g) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor, and no clause may be included to diminish the Government' rights in those data.

H.3 DEBARMENT

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

H.4 NON-ALLOWABLE CONTRACT COST PROVISION

It is understood that work to be performed under this contract will be undertaken only after the Project Officer has provided specific guidance as to the work to be done. Accordingly, there will be no costs billed or paid for under this contract that are not directly attributable to the performance of specifically assigned work under the terms of this contract.

H.5 SUBCONTRACTS

The contractor must include in any subcontracts executed or used to provide the support specified in this contract the terms of requirements H.1, H.2, H.3 and H.4. These requirements are to be included without substantive alteration, and no clause may be included to diminish these requirements.

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

H.6 LATE PAYMENTS TO THE GOVERNMENT

Late payment of debts owed the Government by the Contractor, arising from whatever cause, under this contract/order shall bear interest at a rate or rates to be established in accordance with the Treasury Fiscal Requirements Manual. For purposes of this provision, late payments are defined as payments received by the Government more than 30 days after the Contractor has been notified in writing by the Contracting Officer of:

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

H.7 PRIVACY ACT

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

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

H.8 PRO-CHILDREN ACT of 1994

The Pro-Children Act of 1994, P.L. 103-227, imposes restrictions on smoking where certain federally funded childrens' services are provided. P.L. 103-227 states in pertinent part:

"PHS strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. In addition, P.L. 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."

**PART II - CONTRACT CLAUSES (1/01-DCM)
(FAC 97-21)
SECTION I
CONTRACT CLAUSES
GENERAL CLAUSES FOR A
COST-PLUS-A-FIXED-FEE CONTRACT**

I.1 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

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

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

FAR Clause No.	Title and Date
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (July 1995)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-2	Audit and Records - Negotiation (JUNE 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$550,000)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$550,000)

52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (MAR 2000)
52.216-8	Fixed Fee (MARCH 1997)
52.217-2	Cancellation Under Multiyear Contracts (OCT 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontracting Plan (OCT 1999) (Applicable to contracts over \$500,000)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Plan - Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (AUG 1996)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
52.223-6	Drug Free Workplace (JAN 1997)
52.223-14	Toxic Chemical Release Reporting (OCT 2000)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.225-1	Buy American Act - Balance of Payments Program - Supplies (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JULY 2000)

52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (NOV 1999)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (JUN 1997)
52.232-34	Payment by Electronic Funds Transfer- Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (DEC 1998)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (OCT 1995)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUGUST 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JAN 1986)
52.246-23	Limitation of Liability-(FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)

52.249-14
52.251-1
52.253-1

Excusable Delays (APRIL 1984)
Government Supply Sources (APRIL 1984)
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 (APRIL 1984) Alternate I (APRIL 1984)
352.224-70 352.228-7	Confidentiality of Information (APRIL 1984) Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70 352.242-71	Litigation and Claims (APR 1984) Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (APRIL 1984)
352.270-6 352.270-7	Publication and Publicity (JUL 1991) Paperwork Reduction Act (APR 1984)

The following clause is applicable to this contract and is provided in full text:

I.2 KEY PERSONNEL (APRIL 1984)(HSAR 352.270-5)

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

(End of clause)

PART III- LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Pages</u>
1. List of Reference Materials	1
2. Past Performance Questionnaire and Contractor Performance Form	5
3. DHHS Small Disadvantaged, Hubzone and Women-Owned Small Business Subcontracting Plan	7
4. SF LLL-A, Disclosure of Lobbying Activities	3

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

(FAC 97-21)

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

K.1	HHSAR 315.406-5	Representations and Certifications
K.2	FAR 52.203-2	Certification of Independent Price Determination (APRIL 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (May 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2001)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (OCT 2000)
K.9	FAR 52.219-22	Small Disadvantaged Business Status (Oct 1999)
K.10	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.11	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.12	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.13	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (OCT 2000)
K.14	FAR 52.225-2	Buy American Act-Balance of Payments Program Certificate (FEB 2000)
K.15	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 1997)
K.16	FAR 52.230-1	Cost Accounting Standards Notice and Certification (JUNE 2000)
K.17	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.18	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke

K.1 REPRESENTATIONS AND CERTIFICATIONS

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

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

(Name of Offeror) (RFP No.)

(Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

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

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

- (a) The offeror certifies that--
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through

(a)(3) above; or

- (2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

(End of provision)

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

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee

received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(End of provision)

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

- (a) Definitions:

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

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

- (b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

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

(e) Type of organization.

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

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:

Name_____

TIN_____

(End of provision)

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

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

(End of Provision)

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

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

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

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

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

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

(ii)(A) The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B) and (C) of this provision, has has not , within the past three-year, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgement in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

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

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

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

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

(End of provision)

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

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces required information:

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

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

(End of provision)

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS(MAY 1999) (FAR 52.219-1)

- (a) (1) The standard industrial classification (SIC code for this acquisition is _____.
- (2) The small business size standard is _____.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.]
The offeror represents, for general statistical purposes that it [] is [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.]
The offeror represents as part of its offer that it [] is [] is not a women-owned small business concern.

(c) Definitions.

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

Women-owned small business concern, as used in this provision, means a small business concern --

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

(d) Notice.

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

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
- (i) be punished by imposition of a fine, imprisonment, or both;
 - (ii) be subject to administrative remedies, including suspension and debarment; and
 - (iii) be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Nov 1999) As prescribed in 19.307(a)(2), add the following paragraph (b)(4) to the basic provision:

- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration (SBA), and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the SBA in accordance with 13 CFR part 126 and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (*The offeror shall enter the name and names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.*) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

- (a) *General.*

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

(b) *Representations.*

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

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

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

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____)

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

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

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

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

(End of Clause)

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

The offeror represents that--

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

(End of provision)

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

The offeror represents that--

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

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

(End of provision)

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - (i)The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (ii)The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
 - (iii)The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
 - (iv)The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.
 - (v)The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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

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

(b) Foreign End Products

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

(List as necessary)

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

(End of provision)

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

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

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

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

(End of Provision)

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

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

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

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

Date of Disclosure Statement: _____

Name and Address of Cognizant

ACO or Federal official where filed: _____

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement: _____

Name and Address of Cognizant

ACO or Federal official where filed: _____

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

(c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes No

(End of Provision)

ALTERNATE I (APR 1996)

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

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

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

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

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

(END OF ALTERNATE I)

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

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

FIRM _____

NAME _____ Signature _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Request for Proposal number).

- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price agreed to.

End of Certificate

K.18 ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Organization: _____

Signature _____ Title _____

Date

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make the full text available.

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (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 subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror.
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

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

It is anticipated that one (1) award will be made from this solicitation and that the award will be made on/about May 1, 2001.

It is anticipated that the award from this solicitation will be a multi-year cost reimbursement type completion contract with a period of performance of approximately five (5) years.

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

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

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

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

L.6 POINT OF CONTACT FOR TECHNICAL INQUIRIES

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

All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **March 9, 2000**. Answers to questions shall be sent to each prospective offeror by solicitation amendment.

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

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

L.7 REFERENCE MATERIALS

All reference material (**See Attachment 1**) will be available for review at the Agency for Healthcare Research and Quality (AHRQ) located at 2101 East Jefferson Street, Rockville, MD from 9:00 a.m. - noon and from 1:30 - 3:30 p.m., Monday through Friday (except for Government holidays) between February 9, 2001 and March 26, 2001. Use of the reading room is by appointment only. Contact Darryl Grant, Contracting Officer, at 301-594-7189 to make arrangements for use of the reading room. The media in which items are available varies from hard copy to CD ROM to access through the internet. A computer and instructions will be available for reviewing CD ROM and internet accessible materials. Failure of offerors to examine the reference material prior to proposal preparation and submission will be at the offeror's risk.

L.8 GENERAL INSTRUCTIONS

Introduction

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

- a. **Contract Type and General Provisions:** It is contemplated that a cost-type contract will be awarded. In addition to the special provisions of this request for proposal (RFP), any resultant contract shall include the general clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.
- b. **Authorized Official and Submission of Proposal:** The proposal shall be signed by an official authorized to bind your (the offeror's) organization. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the cover letter of this solicitation. Proposals will be typewritten, reproduced on letter sized paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:
 - I. **COVER PAGE:** Include RFP title, number, name of organization, author(s) of technical proposal, and indicate whether the proposal is an original or a copy.
 - II. **TECHNICAL PROPOSAL:** See Technical Proposal Instructions for recommended format (L.10).
 - III. **PAST PERFORMANCE INFORMATION:** See Past Performance Information Instructions for format (L.11)
 - IV. **SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN:** See Small Disadvantaged Business Plan Instructions for format (L.12)
 - V. **BUSINESS PROPOSAL:** See Business Proposal Instructions for recommended format (L.13).
- c. **Separation of Technical, Past Performance Information, Small Disadvantaged Business Participation Plan and Business Proposal:** The proposal shall be in four parts:
 - (1) Technical Proposal; (2) Past Performance Information; (3) Small Disadvantaged Business Participation Plan; and (4) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however resources information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as

possible, including, but not limited to, the requirements of the technical proposal instructions.

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

Therefore:

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

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

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

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

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

L.9 TECHNICAL PROPOSAL INSTRUCTIONS

The technical proposal shall contain an original and ten (10) copies. The technical proposal described below shall be limited to 250 double-spaced pages, not including resumes or bibliographies, with no less than a 11 point pitch, with the majority of the text double-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible).

- a. Recommended Technical Proposal Format

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

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

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

The evaluation criteria are as follows:

A. Proposed Technical Approach

The offeror shall submit a narrative which clearly addresses how he/she plans to develop, design, and implement the statement of work within the time constraints of the project. The proposal should explain how the offeror will accomplish each of the tasks specified in the statement of work. The proposal should include a narrative description of the approach to taken; an indication of the role of each organization involved in each task and a schedule showing the timing and interrelationship of tasks. Discuss likely problems that may arise and your proposed approach to overcoming them. Indicate the rationale for your approach, citing comparable work you have done where this approach was successful.

B. Organizational/Corporate Experience

Offerors should list and summarize any contracts (state or federal) or grants (state, federal, or private foundation) recently completed (within the last 3 years - since January 1, 1998), or that are currently in process, and describe the relevance to the tasks, sub-tasks, and associated activities that may be performed under this contract. Starting with the most current projects and working backward, this summary should contain: (a) a brief description of each project highlighting specific relevance to the RFP; (b) total level of effort required indicating total or annual dollar amount of the procurement and total number of staff hours; (c) length of project (include date began and completion date) (d) supporting organization (provide name, title, address and telephone number of program contact person or individual in authority who has direct knowledge of the offeror's performance; (e) project director and key staff involved; (f) role of offeror including whether functioned as prime or sub-contractor; (g) lists of relevant products or other deliverables generated.

The Offeror shall demonstrate the extent, relevance, and quality of their corporate experience as it relates to the requirements of this acquisition, including the following:

At least 3 years of experience and demonstrated success in:

Large scale projects working with scientific investigators who are collaborating with multiple teams to carry out research. Experience in working with these teams must be in developing and operating an intranet web site for facilitating communications among teams members, maintaining master schedules for all tasks and sub-projects within large scale projects, facilitating cross team coordination, coordinating input from stakeholders, leading and participating in technical discussions; summarizing these discussions; assisting project officers in planning and directing the technical performance of research organizations and arranging the logistics for meetings and conference calls to conduct the technical discussions;

Assembling products into kits which provide all the materials and instructions needed to conduct a survey, analyze the data and report them to consumers in an easy to understand presentation;

Dealing with issues surrounding the implementation of performance measures, particularly consumers assessments and use of these measures for accountability, consumer and purchaser choice and quality improvement;

Planning and managing advisory committees;

Preparing and implementing computer programs for data cleaning and analysis, providing access to data for qualified users, producing standard and custom reports for sponsors, assessing the reliability, validity and representativeness of CAHPS or CAHPS-like data, protecting the confidentiality of respondents and entities being assessed and securing feedback from users of the data in order to improve services ;

Processing data from the Health Care Financing Administration and other large and complex data sets;

Using data to create and apply benchmarks in performing analyses that require trending of data;

Integrating data from large and disparate data sets;

Answering complex technical questions from lay persons about surveys and reports provided to consumers on health care quality issues including those using consumer assessments;

Developing and maintaining a web site for external users that is in compliance with Federal government requirements;

Creating and implementing meeting, conferences and workshops for providing technical assistance to user and potential users;

Providing technical and logistical support for conferences and meetings. This experience should include planning the content and presentation for large conferences, securing speakers and implementing the overall conference. This support should also include arranging for meeting space and room accommodations, handling all registration and travel arrangement and providing meeting summaries; and

Conducting literature reviews and writing background and research papers.

C. Qualifications of Proposed Staff, Including Consultants

The offeror shall identify all key personnel and consultants to be assigned to the project and document the qualifications and expertise of all professional staff as they relate to the requirements of this solicitation. Resumes of all professional staff and consultants should reflect academic qualifications and length and variety of experience. Copies of resumes for proposed staff and consultants plus letters of commitment for consultants are required. In those cases where professional or technical personnel are proposed that are not currently employed by the offeror, these individuals will be identified and the specifics of their employment status provided. Where staff-loading charts are provided by task (as required by these instructions), employees not currently employed by the offeror will be listed with an asterisk (*) to denote their

status. Where consultants are proposed, the offeror should state how they will be used and the proposed number of hours for each by task. Each offeror should also include details concerning sub-contractual arrangements, if any, that are proposed, the current and previous work experience and educational backgrounds of all professional personnel proposed, specific tasks each will be responsible for and the anticipated level of effort for each.

The offeror must have staff with experience/education in the following areas: project management; graphic design; writing and editing of technical material for non-technical audiences; provision of technical assistance to product users; social marketing; skill in collaborating with other organizations and individuals with varying technical backgrounds and approaches; web site design and maintenance; survey design; computer programming; statistical analysis; collecting and reporting health information to consumers and other audiences; summarizing technical discussions; conference planning; conference management; scientific database construction and maintenance; preparation of data based reports; provision of quick turn around responses to inquiries; literature searches and research papers. Staff must include a project manager with at least five years of experience in managing a project of this complexity or greater and task managers with at least two years of experience with equally complex projects.

D. Management Plan

The offeror shall demonstrate their ability to achieve the delivery of performance requirements through the proposed use of corporate management and other personnel resources as well as demonstrate that the offeror's organizational structure and capabilities will meet the project's milestones in a timely manner.

The offeror shall provide:

- (1) An organization chart(s) which presents the placement of the project within the offeror's organization and the organization of the staff proposed for the project. The chart(s) shall show clear lines of authority and function.
- (2) A person-loading chart which presents the number of hours allocated to each task for each category of staff for each year of the contract and for the total contract. The chart should also delineate critical milestones and the deliverables for each.
- (3) 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:
 - labor skill mix determination (why you chose the skill mix for this project)
 - the percentage of full time core personnel (if a ratio of less than seventy percent full time core staff to thirty percent consultants/subcontractors is proposed, offeror shall provide a detailed explanation of how the proposed staffing plan ensures that the work is conducted by individuals with a mastery of the technical requirements of the Statement of Work).

- monitoring and control of services provided: technical quality, responsiveness, cost control, and effective and efficient resource utilization, compliance with technical requirement and contract provisions. Clearly show proposed system for quality control of work performed including documents to be produced, and proposed system for management control and contract provision compliance;
 - 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;
 - ability and flexibility to respond rapidly to changes in budget, priorities, and schedule.
- (4) The offeror shall also describe proposed relationships with any subcontractors and/or consultants including how they intend to monitor their performance. In addition, the offeror shall provide letters of commitment between the offeror and any personnel other than current direct employees that includes dates of employment, specific tasks to be performed, and hours available each year for this project.

E. Facilities and Equipment

The offeror shall describe the suitability, quality and cost-efficiency of their facilities and equipment available for the performance of all requirements of this acquisition. There will be daily interaction between agency research staff and the Offeror's staff so suitable logistical plans to facilitate communications and meetings must be addressed.

L.10 PAST PERFORMANCE INFORMATION

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

- (1) Provide a listing of the offeror's recently completed (within the last 3 years - since January 1, 1998) and ongoing work (contracts and grants) directly related to the requirements of this acquisition. This listing shall include a brief description of each relevant project. Contracts or grants may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contracts/grants should provide evaluations forms for contracts/grants and subcontracts as required above for all key personnel.

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

- A. Name of contracting/grant activity
- B. Contract/Grant number
- C. Contract/Grant type
- D. Total contract/grant value
- E. Brief description of Contract/Grant

- F. Contracting Officer and telephone number
 - G. Program Manager 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 2) shall be completed by those contracting organizations listed in (1) above. The evaluation forms shall be completed and forwarded directly to the following:

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

FAX: 301-443-7523

Evaluation forms must be received by **March 26, 2001** in order to be included in the review process. It is the responsibility of the offeror to ensure that these documents are forwarded to the Contracting Officer.

L.11 SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN

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

- A. All offerors, regardless of size, shall submit the following information in one clearly marked section of their business proposal.

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

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones.
 2. Specifically identify the SDB concerns with point of contact and phone number.
 3. The complexity and variety of the work SDB concerns are to perform.
 4. Realism for the use of SDB in the proposal.
 5. Past performance of the Offeror in complying with subcontracting plans for SDB concerns.
 6. Targets expressed as dollars and percentage of total contract value for each participating SDB; which will be incorporated into and become part of any resulting contract.
 7. The extent of participation of SDB concerns in terms of the total acquisition.
- B. SDB participation information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

L.12 BUSINESS PROPOSAL

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

A. Cost/Price Proposal

The cost/price proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. The proposal costs should be provided by task, per project year, for each of the five years in addition to a cumulative cost by task.

A cost proposal, in the amount of an original and three (3) copies, shall be provided. As appropriate, cost breakdowns shall be provided for the following cost elements:

(1) 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.

(2) Supplies and Equipment

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

(3) Travel

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

(4) Consultants

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

(5) Subcontractors

Subcontractor costs shall be broken down in sufficient detail adequate to establish the reasonableness of the proposed amount. Support documentation should include degree of subcontract competition and basis for selecting source.

(6) 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.

Note: Under Task 2 in the SOW, with respect to the 10 online workshops to be conducted by the offeror, assume for cost purposes that the 10 participants per session, not counting staff and experts assisting with the workshops, will be charged \$50 each per session to help offset costs.

Also under Task 2 in the SOW, with respect to the two one-day community level technical assistance workshops a year, assume for cost purposes that each of the 30 attendees will be charged \$400 per workshop to help offset costs.

Under Task 4 in the SOW, with respect to the two two-day CAHPS User Meetings, assume for cost purposes that each of the non-government attendees (approximately 120) will be charged \$325 per meeting to help offset costs.

Also under Task 4 in the SOW, with respect to the one two-day research conference, assume for cost purposes that each of the non-government attendees (approximately 80) will be charged \$250 to help offset costs.

Under Task 5 in the SOW, with respect to custom reports and requests for access to the NCBD, assume that the nominal cost of providing the report or access will be reimbursed by the requestor to help offset costs.

(7) Indirect Costs

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

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

This provision does not apply to small business concerns.

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

The offeror understands that:

- a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer. The plan will be incorporated into the contract.
- b. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
- c. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
- d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- e. It is the offeror’s responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror’s plan will be judged independent of the other.
- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government’s Contracting Officer or as otherwise directed, with a copy to the prime Contractor’s designated small and disadvantaged business liaison.
- g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value) is 23% for Small Businesses, which shall include at least 5% (as a percentage of total contract value) for Small Disadvantaged Businesses, at least 5% (as a percentage of total contract value) for Women-Owned Small Businesses, and at least 2% (as a percentage of total contract value) for Hubzone Small Businesses. These goals represent AHRQ’s expectation of the minimum level for subcontracting with small business at the

prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation.

C. Other Administrative Data

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

Minimum Bid Acceptance Period (April 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 days.
- (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
- (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.
- (2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.
- (3) Property:
- (a) It is 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) You shall identify Government-owned property in your possession and/or property acquired from Federal funds to which you have title, that is proposed to be used in the performance of the prospective contract.

- (c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, "Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.
- (4) Royalties: You shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.
- (5) Commitments: You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.
- (6) Financial Capacity: You shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)
- (7) Performance Capability: You shall provide acceptable evidence of your "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in your current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources, equipment, facilities, or personnel. In addition, you shall indicate your ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.
- (8) Representations and Certifications: Section K, "Representations and Certifications and Other Statements of Offerors" shall be completed and signed by an official authorized to bind your organization. This section shall be made a part of the original business proposal.

L.13 SELECTION OF OFFERORS

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, small business plan analysis, etc.

- c. The Contracting Officer will, in concert with program staff, evaluate past performance and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors and decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, Small Disadvantaged Business Participation Plan and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.
- d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, small disadvantaged business utilization plan, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

SECTION M - EVALUATION FACTORS FOR AWARD

1. Selection of an offeror for contract award will be based on an evaluation of proposals against four factors and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The four factors are: technical, cost, past performance, and the small disadvantaged business (SDB) subcontracting plan. The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. Offerors that submit technically acceptable proposals will be evaluated for past performance and for their Small Disadvantaged Business Subcontracting Plan. Following the evaluation of the offeror's past performance and Small Disadvantaged Business Participation Plan, a competitive range will be determined.
2. All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. However, cost/price may become a critical factor in source selection in the event that two or more offerors are determined to be essentially equal following the evaluation of all factors other than cost or price. In any event, the Government reserves the right to make an award to that offeror whose proposal provides the best overall value to the Government. The Government reserves the right to make a single award, multiple awards, or no award at all.

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSIONS

3. All proposals will be reviewed in accordance with the governing regulations and AHRQ policies and procedures. The technical proposal, past performance information and Small Disadvantaged Business Participation Plan will be evaluated in terms of the offeror's responses to each of the evaluation factors. Each proposal will be evaluated on the likelihood of meeting the Government's requirements. The evaluation factors and assigned weights which will be used in the overall review of the offeror's proposal are outlined below. The technical proposal shall consist of the responses to evaluation criteria 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. Factors facilitating the evaluation of each criteria below are referenced in the corresponding criteria found in Section L of this solicitation:

OFFERORS PLEASE NOTE: Evaluation Criteria A through E, for a total of 100 points, will be evaluated by a peer review technical committee, who will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting personnel will review and evaluate Criteria F and G, for a total of 15 points. The total possible points for Evaluation Criteria A through G is 115 points.

TECHNICAL EVALUATION CRITERIA	WEIGHT
A. Proposed Technical Approach	25 points
<p>The offeror's technical approach will be evaluated on how clearly and concisely the proposal presents a detailed plan to accomplish all requirements in the statement of work within the time constraints of the project.</p>	
B. Organizational/Corporate Experience	25 points
<p>The government will evaluate each offeror's experience as to the extent, relevance, and quality as it relates to the requirements of this acquisition.</p>	
C. Qualifications of Proposed Staff, Including Consultants	25 points
<p>The resumes of proposed key personnel and consultants will be evaluated for documented experience, educational background and training as they relate to the requirements of this acquisition. The availability of proposed staff and their designated responsibility on the project will be evaluated.</p>	
D. Management Plan	15 points
<p>The plan will be evaluated on the appropriateness of the organizational structure and management systems including the offeror's understanding of the requirements in the SOW from a managerial perspective as delineated in the Technical Proposal Instructions, their management of subcontractors/consultants, their ability to handle multiple simultaneous tasks with competing needs, the personnel assigned to each task and the labor hours proposed, the plan for ensuring availability of adequate staff, and planned methods for assuring the successful completion of all tasks within the time and budget allocated.</p>	
E. Facilities and Equipment	10 points
<p>The offeror will be evaluated on the suitability, quality and cost-efficiency of the facilities and equipment available for the performance of all requirements of this acquisition.</p>	
SUBTOTAL	100 points
F. Past Performance	10 points
<p>Offerors will be evaluated on their past performance (since January 1, 1998).</p> <p>The offerors past performance will be evaluated on the basis of the following factors:</p>	
<p>(a) Quality: How well the contractor conformed to the performance standard in providing the services or achieved the stated objective of the grant. Quality will be evaluated by the personnel provided, the level of effort agreed to in the contract statement of work or grant, and quality of final products (e.g., written reports).</p>	

- (b) Timeliness: Rates adherence to time-tables and delivery schedules in providing the service or product. Consideration is given to contractor's effort to recommend and/or take corrective actions to keep the contract or grant on schedule.
- (c) Customer-satisfaction: Rates the professional and cooperative behavior of the contractor or grantee with the client.
- (d) Cost control: Rates the cost-effectiveness of the contractor or grantee in providing the services or conducting the research.

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

The offeror's past performance will be evaluated after determination of the competitive range. Only those offerors included in the competitive range will be evaluated.

The completed questionnaires (See Section L.10, Attachment 2) will provide a basis for determining past performance evaluation as well as information obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractors and key personnel records. Past performance will be scored on a range from 0 to 10, with 10 being the most favorable.

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

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

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

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

The lack of a performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

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

G. Small Disadvantaged Business Participation Plan

5 points

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

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

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

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

Attachment 1

List of Reference Materials

- * CAHPS 2.0 Survey and Reporting Kit. This Kit contains all of the CAHPS 2.0 products. These include all questionnaires; report templates, a primer on implementing CAHPS; and software for analyzing CAHPS data. Material in the Kit include both CD ROM and hardcopy media.
- * Extranet website for CAHPS Users. This password protected site is available to CAHPS users and potential users. It provides information on the CAHPS products, new projects underway, upcoming events, sponsors of CAHPS and literature on CAHPS and related topics. Instructions for accessing this site are available in the documentation provided in Reading Room.
- * List of current CAHPS sponsors
- * Sample monthly technical assistance report. Provides information on the number and types of technical assistance provided in a typical month.
- * CAMPS intranet web site for CAHPS team members. This password protected web site is for CAHPS team members. In includes a directory of team members, a schedule of events, meetings and conference calls, and documents that team members have published such as call notes and reports.
- * Binder from the October 1999 CAHPS User Meeting that includes an agenda, list of participants, slides for presentations.
- * Binder from the March 2000 Research Conference that includes an agenda, list of participants and abstracts for the papers and posters presented.
- * NCBBD Annual Report (Draft) This is the first annual report. It provides a description of the NCBBD and results of analyses off the NCBBD.
- * NCBBD web site. Web site contains information on the NCBBD. Instructions for accessing the web site are available in the reading room.
- * Talking Quality web site. The web site contains information of use to persons and organizations designing materials for reporting information on quality to consumers and other audiences. The web site can be accessed at <http://www.talkingquality.gov>.

Attachment 2

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-01-0003, entitled "Survey Users Network (SUN)." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form. **This information is to be provided to Mr. Darryl Grant, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing.** Please provide an honest assessment and return to AHRQ to the address shown below, no later than **March 26, 2001**. If you have any questions, please contact Mr. Darryl Grant at (301) 594-7189.

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

FAX: (301) 443-7523

NAME OF OFFEROR: _____

ADDRESS: _____

Contractor Performance Form

1. Name of Contractor: _____
2. Address: _____

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

CONTRACTOR'S PERFORMANCE RATING

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

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

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

NAME OF EVALUATOR: _____

TITLE OF EVALUATOR: _____

SIGNATURE OF EVALUATOR: _____

DATE: _____

MAILING ADDRESS: _____

PHONE #: _____

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

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

1. Type of Plan (check one)

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

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

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

2. Goals

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

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

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

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

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

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

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

3. Program Administrator :

NAME/TITLE: _____

ADDRESS: _____

TELEPHONE/E-MAIL: _____

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

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

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

4. Equitable Opportunity

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

a. Outreach efforts to obtain sources:

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

b. Internal efforts to guide and encourage purchasing personnel:

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

c. Additional efforts:

5. Flow Down Clause

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

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6. Reporting and Cooperation

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

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

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

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

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

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

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

7. Record keeping

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

a. Small, small disadvantaged, woman-owned and HUBZone small business

source lists, guides and other data identifying such vendors;

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

c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and, if not, why not; (2) whether HUBZone small business concerns were solicited, if not, why not; (3) whether small disadvantage business concerns were solicited, if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; and (5) the reason for the failure of solicited small, small disadvantaged, and woman-owned and HUBZone small business concerns to receive the subcontract award;

d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and

f. On a contract-by-contract basis, records to support subcontract award data including the name address, and business type and size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)

g. Additional records:

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SIGNATURE PAGE

(applies to Master or Commercial type plans)

This master or commercial type subcontracting plan is submitted by:

Contractor: _____

Contractor Signature: _____

Typed Signature: _____

Title: _____

Date Prepared: _____

And Is Accepted By:

Agency: _____

Contracting Officer Signature: _____

Typed Name: _____

Date: _____

(Rev. October 1999)