

OMB 0990-0115

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

Request for Proposal
No. AHRQ-03-0004

Date Issued: June 27, 2003
Date Due: July 28, 2003
Time Due: 1:00 p.m. local time

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-03-0004, entitled "Communications Support." Proposals are being solicited on a Small Disadvantaged 8(a) basis under **North American Industry Classification System (NAICS) Code 511120 – 500 employee limit** for a five year contract for assistance in the design, writing, editing, publishing, audience research, and information and communication activities within AHRQ's Office of Communications and Knowledge Transfer.

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 5 years. **It is anticipated that the cost per year shall not exceed \$2.1 million.**

Offerors shall submit the following:

- A. Technical Proposal (See Section L.8) - **Original and 10 copies**
- B. Past Performance Information (See Section L.9) - **Original and 4 copies**
- C. Business Proposal (See Section L.10) - **Original and 4 copies**

Your technical proposal must be concisely written and should be limited to **100 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.8 OF THE SOLICITATION.

Questions regarding this solicitation shall be received in this office no later than **July 11, 2002** (See Section L.6). Your questions should be submitted to the attention of Darryl Grant, Contracting Officer, Agency for Healthcare Research and Quality, 540 Gaither Road, Rockville, Maryland 20850 and the envelope should be marked "Proposal Questions RFP No. AHRQ-03-0004." **Discussions with any other individual outside the Division of Contracts Management, may result in rejection of the potential offeror's proposal.**

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **1:00 p.m.**, local prevailing time, on **July 28, 2003**. Your proposal must be mailed to the following address:

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

Hand carried proposals may be dropped off at the above location. However, please allow ample time as proposals can not be accepted until they have gone through security. We will not be held responsible for any delays that may be incurred getting your proposal through security.

NOTE: The U.S. Postal Service's "Express Mail" does not deliver to our Rockville, Maryland address. Packages delivered via this service will be held at a local post office for pick-up. The Government will not be responsible for picking up any mail at a local post office. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal."

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) 427-1785.

Sincerely,

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

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2. SF LLL-A, Disclosure of Lobbying Activities
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SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

“Communications Support.” See Section C for a complete description.

B.2 PROPOSED LABOR RATES

Note: The following labor rates are NOT loaded rates. (Ranges in rates may be provided) The labor categories and hourly rates will be filled in upon contract award.

Year 1

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Year 2

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Year 3

LABOR CATEGORY

HOURLY RATE

Year 4

LABOR CATEGORY

HOURLY RATE

Year 5

LABOR CATEGORY

HOURLY RATE

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 \$800/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

C.1 BACKGROUND STATEMENT

AHRQ is the lead Federal agency charged with improving the quality, safety, effectiveness, and efficiency of health care. AHRQ sponsors and conducts research that provides evidence-based information about healthcare outcomes, quality, cost, use, and access. In addition, AHRQ is committed to the writing, editing, design, dissemination, and translation of this evidence from research into practice. As a result, healthcare decisionmakers are able to make informed decisions that improves the quality of healthcare services.

The Office of Communications and Knowledge Transfer (OCKT) is an integral coordinator of the Agency's writing, editing, design, dissemination, and translation activities. OCKT is the organizational unit of AHRQ that is responsible for ensuring that Agency products and sponsored research are available to a wide array of customers in a variety of formats – both print and electronic. Customers include any organization, public or private, that develops healthcare policies, administers health services, or pays for healthcare. Specifically, AHRQ's customers include, but are not limited to, Federal and State policymakers; health program administrators; Medicare and Medicaid; integrated delivery services; hospitals, health plans; group medical practices; home health service agencies; emergency medical services; long-term care facilities; quality improvement organizations; medical, nursing, dental, pharmacy, and allied health professional societies; health care trade associations; pharmaceutical and other health product firms; employers; business and health coalitions; medical and other health care practitioners; clinicians; providers; policymakers; patients; and consumers.

OCKT's Division of Print and Electronic Publishing writes, edits, designs, and publishes print and Web-based information products, produces visual information products, and exhibits AHRQ publications at professional meetings for the purpose of translating research into practice. OCKT's Division of Public Affairs writes, edits, and implements dissemination and translation strategies for knowledge transfer and conducts a variety of activities aimed at improving the understanding of and support for AHRQ and its activities.

In support of these activities, the contractor shall assist in the design, writing, editing, publishing, audience research, and information and communication dissemination activities within AHRQ's Office of Communications and Knowledge Transfer.

C.2 SCOPE OF WORK FOR WRITING, EDITING, AND DESIGN OF AHRQ PRODUCTS

It is anticipated that the contractor shall provide on-site personnel to provide writing, editing, design and general publication management services in support of OCKT's Division of Print and Electronic Publishing. This division translates research into tools and products. On-site staff will work hours consistent with the operation of the Federal government, generally 8:30am-

5:00pm, except for government holidays. The agency's publications include scientific, technical, and non-technical reports; announcements; fact sheets; periodicals; and consumer information relating to clinical prevention and related health services research by AHRQ. Information may be written at various levels of understanding, suitable for health services researchers, clinicians, policymakers, insurers, the press, and the general public. On-site staff are needed because of the large volume of work and the need for immediate response for services that frequently require a quick turnaround and the need to communicate regularly and daily with programmatic staff throughout the Agency.

The contractor shall perform functions that include:

C.2.1 PROGRAM MANAGEMENT

- Provide project management and oversight to on-site personnel. Manage production of U.S. Preventive Services Task Force/Put Prevention Into Practice and other health services publication projects.
- Produce and manage work assignments to meet the demands of fluctuating volume of work and requirements of production within a quick-turnaround time frame, while maintaining an acceptable level of progress and a steady flow of output on all projects assigned.
- Manage journal submission of USPSTF manuscripts and work with outside journal editors to place articles about Task Force recommendations and other Agency initiatives in major medical and health-related publications.
- Maintain/manage data-based tracking system to manage multiple products/publications including U.S. Preventive Services Task Force, Put Prevention Into Practice, and other products.
- Fulfill other duties, including general editorial and production duties to be accomplished in accordance with instructions provided by the Project Officer.
- Staff approximately 3-6 AHRQ exhibits at scientific and professional meetings annually, as assigned, to provide attendees Agency publications and information about the mission and activities of AHRQ.

C.2.2 WRITING/EDITING

- Write, revise/rewrite all assigned written products that describe or summarize major findings of clinical prevention and health services research resulting from AHRQ-sponsored studies to a diverse audience. Assignments include, but are not limited to those that translate preventive services research into products, such as fact sheets, consumer products, semi-annual release of periodicals (Periodic Updates), journal and

newsletter articles, implementation guides, and other materials – and regular updates based on the most current Task Force recommendations.

- Edit all work to ensure conformance with U.S. Government Printing Office and AHRQ styles and in accordance with AHRQ level of edit criteria. In addition, editing shall identify any figures, tables, and text that may be subject to copyright law, as described in the Copyright Law of 1976 and any updates, revisions, or amendments, and work with the Project Officer to ensure that permission to use such materials is obtained.
- Prepare query sheets to authors or the Project Officer for all questions that require resolution. Queries shall be produced in a two-step operation. First, each query shall be numbered consecutively in the margin of the manuscript. Second, the numbered queries shall be typed on a separate sheet.
- Prepare manuscript revisions and disk corrections, using the most recent version of Word, WordPerfect, PowerPoint, and/or other programs used on-site at AHRQ. Editorial changes that do not require author approval shall be incorporated onto the word processing and graphics disks with the initial editing. Changes that require author clarification or approval shall be incorporated upon receipt of responses to the query sheet.
- Proofread manuscript revisions to ensure that all editorial changes and responses to queries have been incorporated and that no new errors have been introduced during the revision process.
- Proofread and revise page proofs to ensure conformance to format and style for the particular publication that the proofs meet type, spacing and other specifications of the publication series; meet rules governing spacing, spelling, division of words; and meet all other requirements of good English and good printing. The on-site editor shall proofread page proofs following any corrections or revisions to ensure changes have been incorporated and that no new errors have been introduced.
- Review of final page proofs for, among other things, the general quality of the reproducible pages, the table of contents, proper placement of tables and charts, page makeup, folios and running heads.

C.2.3 DESIGN

- Provide presentation support in developing graphics and other materials using PowerPoint (or other programs utilized by AHRQ) for purposes of developing slide or other presentations related to clinical prevention.
- Provide support (on an as-needed basis) for graphic design of publications for print and Web products that utilize currently accepted industry standards of hardware and software.

- Provide support (on an as-needed basis) for translation of documents into Spanish and proofread all such documents.

C.3 SCOPE OF WORK FOR PUBLIC AFFAIRS AND DISSEMINATION AND TRANSLATION

It is anticipated that the contractor will provide on-site personnel to support the writing, editing, planning, development, implementation, promotion, and assessment for current and future AHRQ knowledge transfer activities. On-site staff will work hours consistent with the operation of the Federal government, generally 8:30am-5:00pm, except for government holidays. On-site staff are needed because of the large volume of work and the need for immediate response for services that frequently require a quick turnaround and the need to communicate regularly and daily with programmatic staff throughout the Agency.

Independently, and not as an agent of the government, the contractor shall provide functions that include:

C.3.1 PROGRAM MANAGEMENT

- Provide project management and oversight of all contract personnel. Write, edit, and manage work assignments to meet the demands of fluctuating volume.

C.3.2 KNOWLEDGE TRANSFER ACTIVITIES

- Write and edit individualized dissemination and translation strategies and implement them in conformance with OCKT procedures and policies. The contractor shall be responsible for writing and editing reports that describe strategies for disseminating a diverse array of scientific, technical, and consumer products, such as health policy research databases; data products; quality measurement and improvement tools; U.S. Preventive Services Task Force recommendations; Evidence-Based Practice Center syntheses; grantee research findings; and consumer publications for the general population and for various ethnic groups.
- Write, edit, research, and clear impact case studies that illustrate the actual use of AHRQ-funded research and its impact on health care and the health care system.
- Write and edit strategies for developing partnerships with a number of governmental and private-sector entities. Partnership activities may include outreach to: intermediary organizations (such as Federal and State government agencies); healthcare providers; continuing medical education organizations; health insurers; health services research organizations; health professional organizations; mainstream and minority patient advocacy groups; Web sites; clinical information systems vendors; pharmaceutical and health product manufacturers; and health trade organizations. Examples of materials to

be written and edited for partnership dissemination may include: direct mail products, cover letters, and other materials related to AHRQ's research.

- Serve as OCKT liaisons to AHRQ Offices and Centers, as assigned, to facilitate their communication with internal and external constituencies, and representing OHCI, as assigned, at information dissemination-related meetings with other Federal agencies, State agencies, quality improvement organizations, health professionals and health provider associations, and other private-sector organizations.
- Forge Web partnerships for disseminating AHRQ information and promoting content linkages; write strategies for implementing Web chats to improve audience comprehension of AHRQ products and programs and to obtain audience feedback; plan and write scripts and FAQs for Web casts; pitch AHRQ consumer information to Web sites. Research and facilitate partnerships with clinical information systems vendors to incorporate AHRQ materials into provider- and payer-oriented systems. Design, write, edit, and implement e-mail dissemination strategies to reach out to specific audiences, such as human resource executives.

C.3.3 MARKET RESEARCH

- Write strategies for conducting audience research that profiles target audiences through analysis of their demographics, media usage, credible information sources, and significant intermediary channels. Audience research also may consist of personal, one-on-one interviews; focus groups; Web-based surveys; and other means to gather information for targeting key audiences. For example, for focus group testing, the contractor will write a screener's guide and a facilitator's script describing the strategy for eliciting responses. In addition, the contractor will analyze the responses of the focus groups and other audiences and write and present a report detailing the analysis.
- Write and present analyses of current and past AHRQ research to produce written information needed for internal and external reports and other information products.
- Write and implement plans to ensure adequate pre-testing of AHRQ products and conducting focus group testing, in English and Spanish, to obtain customer reaction to new AHRQ products. This also includes writing the screener's guide, the facilitator's script, and the final report in English and Spanish.

C.3.4 MEDIA RELATIONS

- These activities require the contractor to write, edit, and clear a substantial number of products, in both English and Spanish, such as press releases, tip sheets, media pitches, electronic newsletters, fact sheets, flyers, bylined articles, newspaper and magazine columns, print advertisements, and any other appropriate vehicles for disseminating AHRQ information.

- Write analyses of the news and information value of new AHRQ and AHRQ-funded research, with an emphasis on the most effective dissemination techniques. These techniques include, but are not limited to, writing materials, such as press releases and media tip sheets; developing press kits; coordinating press events as well as smaller-scale background press briefings; pitching media outlets; arranging television, radio, print, and electronic media interviews of AHRQ officials and grantees; securing story placements with widely read syndicated columnists, trade journals, and consumer publications, including writing news stories or reviewing and editing news stories for media outlets; writing radio scripts and television news releases and public service announcements; writing health messages for incorporation in television program content; and writing copy for newspaper and magazine ads.
- Write scripts for (and work with) developers of audiovisual products, including scripts for videos and video news releases, audio news releases, and public service announcements, in English and in Spanish.
- Manage the editorial clearance process of all written dissemination and translation materials with appropriate AHRQ officials, extramural researchers, the press offices of other HHS agencies, and private-sector organizations.
- Write a media primer and other materials to facilitate media training, in Spanish and English, for AHRQ office and center directors, grantees, and others, including writing messages, Q & As, and strategies for working with all types of media.
- Write and edit strategies for media events, tours, and educational tutorials for AHRQ officials and researchers, including arranging interviews of AHRQ officials and study authors; writing talking points, Q & As, and background information for interviews; planning and organizing press conferences; and planning and writing materials for press kits.
- Write and edit media strategies to support specific AHRQ priority areas, such as patient safety and prevention. These strategies may include television, radio, Web, and print media, and may target different audiences.

C.3.5 OUTREACH

- Write, edit, and clear effective education and information outreach strategies to assure that AHRQ's consumer information is available to Spanish-speaking Americans; African-Americans; Asian-Americans and Pacific Islanders; American Indians and Alaska Natives; and selected other racial/ethnic groups. This responsibility includes researching said audiences and writing and editing targeted strategies for different sub-audiences within these groups; writing and editing culturally and age-relevant materials; writing materials in other languages; and developing working relationships and partnerships with minority intermediary organizations.

- Write or assist AHRQ officials in the writing of articles and materials for use in presentations or with the media, including professional journals such the *Journal of the American Medical Association* and *Health Services Research*. Manage AHRQ's internal editorial process with editors of professional journals.
- Identify and cultivate potential intermediary organizations that, because of their credibility with target customers, can help disseminate AHRQ's information to these customers. This includes researching the policies, purposes, and information needs of these organizations.
- Seek out and manage public-private dissemination partnerships with public health departments, managed care organizations, hospitals, trade associations, pharmaceutical firms, and other organizations.
- Research and develop new mailing lists, listservs, and other resources for information dissemination.

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
540 Gaither Road
Rockville, Maryland 20850

E.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. 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 (FEB 1998)

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

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 shall be as follows, unless extended by modification to this contract:

Year 1	September 15, 2003 through September 14, 2004
Year 2	September 15, 2004 through September 14, 2005
Year 3	September 15, 2005 through September 14, 2006
Year 4	September 15, 2006 through September 14, 2007
Year 5	September 15, 2007 through September 14, 2008

F.3 DELIVERY SCHEDULE

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

The Contractor shall produce the following scheduled reports/deliverables in the amount, and within the time frame indicated. Deliverables shall be submitted to the Project Officer, Agency for Healthcare Research and Quality (**Address To Be Completed at Time of Contract Award**). Draft deliverables are those submitted to the Project Officer for review. Final deliverables are those incorporating changes requested by the Project Officer.

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

Deliverables for Writing, Editing and Design of AHRQ Products

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DELIVERY SCHEDULE</u>
1.	Monthly Activities Report Summary	5 copies	10 days after end of previous month.
2.	Monthly Budget Report	2 copies	Monthly.
3.	Prevention Publications	2 copies	As requested/coordinated with USPSTF releases.

Deliverables for Public Affairs

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DELIVERY SCHEDULE</u>
1.	Monthly Activities Report Summary	5 copies	10 days after end of previous month.
2.	Monthly Budget Report	2 copies	Monthly.
3.	Strategy Paper for Major Assignments	2 copies	As requested.
4.	Dissemination Plans for AHRQ Products	2 copies	As requested.
5.	Reports on Focus Group Results	2 copies	Within 15 days of each focus group.
6.	Media fact sheets, press releases, speeches, and other products	2 copies	As requested.
7.	Public/Private Partnership Report	2 copies	Twice Annually.
8.	Summary of Specific AHRQ Dissemination and Translation Projects	2 copies	As requested.
9.	Summary of Specific Media Outreach Efforts	2 copies	As requested.

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 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
540 Gaither Road
Rockville, Maryland 20850

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in Section I.3 of this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

G.2 PROJECT OFFICER

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

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

The project officer 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 are attached and made part of this contract. Instructions and the following directions for the submission of invoices must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9, and must be in accordance with the General Provisions clause 52.232-25 Prompt Payment (FEB 2002).

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

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

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 RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT

Section 903(c) of the Public Health Service Act (PHS Act), 42 U.S.C. 299a-1, states in part that "No information, if the establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under this title, may be used for any purpose other than the purpose for which it was supplied unless such establishment or person has consented...to its use for such other purpose. Such information may not be published or released in other form if the person who supplied the information or who is described in it is identifiable unless such person has consented...to its publication or release in other form."

To ensure compliance with these requirements and to fulfill the mandate of 923(b)(1) of the PHS Act, 42 U.S.C. 299c-2(b)(1), to assure that statistics developed with AHRQ support are of high quality, comprehensive, timely, and adequately analyzed, except as otherwise provided in this contract, the Agency for Healthcare Research and Quality (AHRQ) must, prior to dissemination 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) Except as provided in H.1(c), (e), and H.2(d), the contractor will not publish, have published, or otherwise disseminate any material resulting or derived from the work performed for AHRQ-funded research, except in accordance with the terms or conditions required by the Project Officer or until AHRQ has published the results of the research.
- (b) AHRQ will, within three months of the receipt of any proposed publication, presentation, or any other disclosure of materials derived from information collected or produced for a particular task order, use best effort to review the proposed report, presentation, or other text to assure that (1) identifiable information is being used for the purpose for which it was supplied; (2) the privacy of individuals supplying the information or described in it is not violated; and (3) the quality of statistical work meets the statutory standards cited above.
- (c) Except as provided in H.1(e), in the event no written conditions or approval are received from the Project Officer by the end of the three month period following submission of a request (that is accompanied by the proposed text) to publish a report or to make a presentation or other disclosure of material derived from work performed for AHRQ-funded research, the contractor may publish, present, or otherwise disclose this material subject to the restrictions of Section 903(c). 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 (*or other appropriate description of publication*) HAS NOT BEEN APPROVED BY THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY"

(d) Whether or not written approval of the Project Officer 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:

"IDENTIFIABLE INFORMATION ON WHICH THIS REPORT, PRESENTATION, OR OTHER FORM OF DISCLOSURE IS BASED, IS CONFIDENTIAL AND PROTECTED BY FEDERAL LAW, SECTION 903(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299a-1(c). ANY IDENTIFIABLE INFORMATION THAT IS KNOWINGLY DISCLOSED IS DISCLOSED SOLELY FOR THE PURPOSE FOR WHICH IT HAS BEEN SUPPLIED. NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUAL SUPPLYING THE INFORMATION OR DESCRIBED IN IT WILL BE KNOWINGLY DISCLOSED EXCEPT WITH THE PRIOR CONSENT OF THAT INDIVIDUAL."

- (e) In cases where the Contracting Officer has given written notice that the Government intends to retain all rights in any particular data produced under this contract, the contractor shall have no right without prior written permission of the Contracting Officer to publish any of those data or analyses based on those data, depending on the scope of the Contracting Officer's notice.
- (f) Whenever data or analyses are to be developed by a subcontractor under this contract, the contractor must include the terms of H.1(a), (b), (c), (d) and (e) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor. No clause may be included to diminish the Government's restriction on publication and dissemination of work or material derived from work performed under this contract.

H.2 DEBARMENT

Violation of the special provisions of this contract entitled **RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT, and RIGHTS IN DATA - SPECIAL WORKS** will be viewed as a serious violation of the terms of this contract as the requirements in this provision reflect AHRQ statutory obligations and responsibilities. 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.

H.3 SUBCONTRACTS

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

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

H.4 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.5 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.6 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.”

H.7 SUPPLIES

The contractor shall maintain a list of all items, both expendable and non-expendable, which are unique or in excess of regular office needs normally captured in an indirect cost pool. These items are considered Government property and are cost of goods inventory deliverable to the Government at the end of the contract.

H.8 GOVERNMENT-FURNISHED MATERIALS

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

H.9 SALARY CAP GUIDE NOTICE

Pursuant to P.L. 107-116, no Fiscal Year 2003 (October 1, 2002 - September 30, 2003) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is \$171,900 per year for the period of January 1, 2003 through December 31, 2003. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 107-116 states in pertinent part:

None of the funds appropriated in this Act for the National Institutes of Health, the Agency for Healthcare Research and Quality, and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level I.

Contractors shall absorb that portion of an employee’s salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$171,900 a year.

H.10 PERSONNEL SECURITY REQUIREMENTS

BACKGROUND

The Office of Assistant Secretary for Management and Budget, Department of Health and Human Services (DHHS), requires that all DHHS employees and contractor employees (including subcontractors) who will be working in a DHHS-owned or leased space and/or who will have access to

DHHS equipment, and non-public privileged, proprietary, or trade secret information, undergo a background investigation.

GENERAL

Notwithstanding other submission requirements stated elsewhere in this contract, the contractor shall appoint and identify a Contractor Security Representative and submit the following information for each employee to the Contracting Officer, ten (10) calendar days prior to contract award hereunder:

SF-85 Questionnaire for Non-Sensitive Positions

HHS Credit Release (Attachment Number 3)

OF-306 Declaration for Federal Employment

Current resume

Note: Forms are available at: <http://www.gsa.gov/Portal/formslibrary.jsp>

Within thirty (30) days of contract award each employee will be required to have electronic fingerprinting performed — Fingerprinting services are available by appointment only through the Program Support Staff (PSC) and will be arranged by AHRQ.

PART II - CONTRACT CLAUSES (3/03-DCM)
(FAC 2001-13)
SECTION I
CONTRACT CLAUSES
GENERAL CLAUSES FOR A
COST REIMBURSEMENT 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 \$500,000)

52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)
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 (FEB 2002)
52.216-8	Fixed Fee (MARCH 1997)
52.217-2	Cancellation Under Multiyear Contracts (OCT 1997)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-17	Section 8(A) Award (DEC 1996)
52.219-18	Notification of Competition Limited to Eligible 8(A) Concerns (June 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 (APR 2002)
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 (DEC 2001)
52.223-6	Drug Free Workplace (MAY 2001)
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 - Supplies (MAY 2002)
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)
52.227-17	Rights in Data – Special Works (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 (FEB 2002)
52.232-34	Payment by Electronic Funds Transfer- Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JULY 2002)
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 (MAY 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUGUST 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JAN 1986)
52.246-5	Inspection of Services-Cost Reimbursement (APRIL 1984)
52.246-23	Limitation of Liability-(FEB 1997)
52.248-1	Value Engineering (FEB 2000)

52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

HHSAR Clause No.	Title and Date
352.202-1	Definitions (JAN 2001)Alternate I (APRIL 1984)
352.224-70	Confidentiality of Information (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APR 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (APRIL 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (APR 1984)

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

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. Past Performance Questionnaire and Contractor Performance Form	5
2. SF LLL-A, Disclosure of Lobbying Activities	3
3. HHS Credit Release Form	1

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

(FAC 2001-13)

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1	HHSAR 315.204-5	Representations and Instructions
K.2	FAR 52.203-2	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 (DEC 2001)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (APRIL 2002)
K.9	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.10	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.11	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.12	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (OCT 2000)
K.13	FAR 52.225-2	Buy American Act Certificate (MAY 2002)
K.14	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 2001)
K.15	FAR 52.230-1	Cost Accounting Standards Notice and Certification (JUNE 2000)
K.16	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.17	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke

K.1 REPRESENTATIONS AND INSTRUCTIONS

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

(1) This section shall begin with the following and continue with the applicable representations and certifications:

TO BE COMPLETED BY THE OFFEROR: (The Representations and Certifications must be executed by an individual authorized to bind the Offeror.) The Offeror makes the following Representations and Certifications as part of its proposal. (Check or complete all appropriate boxes or blanks on the following pages.)

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

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

K.2 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 (DEC 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) 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(APR 2002) (FAR 52.219-1)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 511120.
 - (2) The small business size standard is 500 employees.
 - (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 (see above) employees.

- (b) Representations.
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.]
The offeror represents, for general statistical purposes that it [] is [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.]
The offeror represents as part of its offer that it [] is [] is not a women-owned small business concern.
 - (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]
The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
 - (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]
The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

- (c) Definitions. As used in this provision -

Service-disabled veteran-owned small business concern-

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

- (i) be punished by imposition of a fine, imprisonment, or both;
- (ii) be subject to administrative remedies, including suspension and debarment; and
- (iii) be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.9 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.10 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.11 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.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)

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

- (b) By signing this offer, the offeror certifies that -

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i)The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii)The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

(iii)The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the

alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

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

K.13 BUY AMERICAN ACT CERTIFICATE (MAY 2002) (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--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.14 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)(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. 1076k including a

Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101(a)).

- (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.15 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.16 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.17 ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Organization: _____

Signature _____ Title _____

Date _____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Solicitation Provisions

- (1) 52.215-16 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 (MAY 2001)
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,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals submitted in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —

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

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

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

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

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a price and technical standpoint.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror.
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

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

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

It is anticipated that one (1) award will be made from this solicitation and that the award will be made on/about September 15, 2003.

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

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

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

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

L.6 POINT OF CONTACT FOR TECHNICAL INQUIRIES

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

All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **July 11, 2003**. **Due to the time constraint of awarding this contract by September 15, 2003, no extensions will be issued on the due date of the proposal which is July 28, 2003.** Answers to questions shall be posted in an amendment on AHRQ's web site <http://www.ahrq.gov> below the solicitation (see Funding Opportunities).

Mail inquiries to:

Agency for Healthcare Research and Quality
Division of Contracts Management
540 Gaither Road
Rockville, MD 20850
Attention: Darryl Grant, Contracting Officer

Fax: (301) 427-1740

L.7 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.8).
 - III. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.9)
 - IV. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.10).
- c. Separation of Technical, Past Performance Information, and Business Proposal: The proposal shall be in 3 parts:
 - (1) Technical Proposal; (2) Past Performance Information; and (3) 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.8 TECHNICAL PROPOSAL INSTRUCTIONS

The technical proposal shall contain an original and ten (10) copies. The technical proposal described below shall be limited to **100 pages** not including resumes or bibliographies, with no less than a 11 point pitch, with the majority of the text double-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible).

- a. Recommended Technical Proposal Format

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

- (1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.
- (2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) Introduction: This should be a one or two page summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.
- (4) Technical Discussion: The offeror shall prepare a technical discussion which addresses evaluation criteria 1, 2, 3, and 4 below. Evaluation criteria 5 is to be prepared in accordance with Section L.9. The offeror shall further state that no deviations or exceptions to the SOW are taken. The evaluation criteria are as follows:
 - 1) Technical Approach
 - 2) Management Plan
 - A. Organizational Structure
 - B. Crises and Short Turnaround Response Capability
 - 3) Organization/Corporate Experience
 - 4) Key Personnel

5) Past Performance (See Section L.9)

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.

1) **Technical Approach**

Offeror shall submit a narrative which clearly addresses how it plans to develop, design, and implement the activities as stated in the Scope of Work. Within the content of the narrative, the offeror shall address plans for identifying, utilizing, and monitoring subcontractors, if any, and consultants; generating clear, concise reports on project activities; and conducting quality assurance and problem area identification and resolution strategies.

2) **Management Plan**

A. **Organizational Structure**

Offeror shall demonstrate its ability to deliver performance requirements through the proposed use of corporate management and other personnel resources as well as demonstrate that its organizational structure and capabilities will address the activities discussed in the Scope of Work. In doing so, and at a minimum, the offeror shall:

Provide a fully supported narrative showing offeror's understanding of the requirements in the Scope of Work from a managerial perspective. The narrative should, at a minimum, address the following topics:

- Labor skill mix determination – Explain the skill mix for this project.
- Personnel selection and assignment – Explain choice of individuals for specific jobs.
- Percentage of full-time core personnel – If a ratio of less than 70 percent full-time core staff to 30 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 Scope of Work.
- Monitoring and control of services provided - Describe technical quality, responsiveness, cost control, effective and efficient resource utilization, and compliance with technical requirement and contract provisions. The offeror should clearly show a proposed system for quality control of work performed and proposed system for management control and contract provision compliance.
- Managerial problems offeror expects to encounter - Describe proposed methods to

solve these problems and demonstrate how similar managerial problems were solved in the past.

- Ability and flexibility to respond rapidly to changes in budget, priorities, and schedule.

Indicate clear lines of authority and delineation of staff responsibilities.

Describe coordination with any proposed subcontractors, including monitoring of their performance.

B. Crises and Short Turnaround Response Capability

It is essential that the offeror demonstrate that they are able to provide a timely response to requests for work products of both on-site staff and any off-site staff being used on special projects. This includes the ability to provide desktop publishing and design services on a quick turn around basis. Staff who are off site and are called on to work on special projects should be able to attend meetings to brainstorm and develop products on a short turnaround basis, generally within a few hours. The offeror must show that its facilities have desktop publishing equipment including the MAC G-45 with software and will continue to improve its equipment to meet the current standards as the field progresses.

3) Organizational/Corporate Experience

Offerors should list and summarize any contracts (state or federal) or grants (state, federal, or private foundation recently completed (since January 1, 2000) or that are currently in process, and describe the relevance to the tasks, sub-tasks, and associated activities that may be performed under the contract. The Offeror shall demonstrate the extent, relevance and quality of their corporate experience as it relates to the requirements of this acquisition.

4) Key Personnel

The proposal shall specify the project team, including any subcontractors and consultants.

- a) Offeror shall provide evidence of the availability, qualifications, and demonstrated experience of key management personnel, including the Project Director. The Project Director should have, at a minimum, ten (10) years of experience working in the health care and communications fields and: 1) at least three (3) years in the substantive supervisory positions; and 2) demonstrated skills in organizing and monitoring complex projects conducted by groups of diverse professionals. In addition, the Project Director should have substantial experience in writing and editing a full range of information dissemination materials as well as an ability to analyze written products.
 - Describe how the education and technical experience of the Project Director and other key technical personnel specifically relate to the Scope of Work.

- Provide length and currency of the overall education of the Project Director and other key technical personnel.
 - Describe the experience of the proposed Project Director in managing the activities as stated in the Scope of Work and complex projects that contain such elements as scheduling projects and providing logistics support for projects. This description shall include at a minimum the size of projects managed, start-up time required, number of projects managed, problems encountered, and the resolution of those problems. Describe those projects currently managed. Describe how the management experience of the proposed Project Director equips him or her to manage a staff which reflects the diversity of the Scope of Work.
 - Describe the ability of the proposed Project Director to address issues of cultural sensitivity as they relate to the Scope of Work.
- b) Offeror shall provide evidence of availability, qualifications, and demonstrated experience of key technical personnel. Personnel should possess the education, experience, and demonstrated skills to implement the activities as stated in the Scope of Work. For example, special attention should be given to the credentials of all writers and editors; their demonstrated ability to elicit, collect, process, analyze, and evaluate highly technical and medical information.
- Describe how the education and technical experience of the proposed technical personnel specifically relate to the Scope of Work.
 - Provide length and currency of the overall education of the proposed technical personnel.
 - Describe the management experience of the technical personnel, if they are to serve as team leaders. Include a description of their experience in independent problem solving and conflict resolution, in facilitating groups in the analysis of large quantities of information, and in coordinating and editing the work of others in the production of extensive, complex reports and products. Describe projects currently managed.
 - Describe the ability of the technical personnel to address issues of cultural sensitivity as they relate to the Scope of Work.

L.9 Past Performance Information

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

- (1) Provide a listing of the offeror's recently completed (since January 1, 2000) 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 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
Division of Contracts Management
540 Gaither Road
Rockville, Maryland 20850
FAX: 301-427-1740

Evaluation forms must be received by **July 28, 2003** in order to be included in the review process. It is the responsibility of the offeror to ensure that these documents are forwarded to the Contracting Officer.

L.10 BUSINESS PROPOSAL

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

A. Cost/Price Proposal

A cost proposal, original and 4 copies, shall be provided only to the extent that it shall include:

1. Certified, unloaded, labor rates for individuals expected to work on a project of this size and nature primarily on-site and full time (see Section B.2, C.2 and L.8).
2. Certified documentation indicating that the offeror has a cost accounting system in place which allows for the collection, tracking and reporting of all costs under a cost reimbursement-type contract.
3. Certified documentation that the offeror has a current indirect cost rate agreement in place with a federal agency or that is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement shall be provided.

B. 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.11 SELECTION OF OFFERORS

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, etc.
- c. The Contracting Officer will, in concert with Agency staff, evaluate past performance 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, and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.

- d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- 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 three factors and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The three factors are: technical, cost, and past performance. The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. Offerors that submit technically acceptable proposals will then be evaluated for past performance. Following the evaluation of the offeror's past performance, 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 DISCUSSION

3. All proposals will be reviewed in accordance with the governing regulations and AHRQ policies and procedures. The technical proposal and past performance information will be evaluated in terms of the offeror's responses to each of the evaluation factors. Each proposal will be evaluated on the likelihood of meeting the Government's requirements. The evaluation factors and assigned weights which will be used in the overall review of the offeror's proposal are outlined below. The technical proposal shall consist of the responses to evaluation criteria 1 through 4 including subcriteria. The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. The following criteria will be used to evaluate proposals and will be weighted as indicated in establishing a numerical rating for all proposals submitted. Factors facilitating the evaluation of each criteria below are referenced in the corresponding criteria found in Section L of this solicitation:

OFFERORS PLEASE NOTE: Evaluation Criteria 1 through 4, including subcriteria, 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. Agency staff and contracting personnel will review and evaluate Criteria 5 for a total of 20 points. The total possible points for Evaluation Criteria 1 through 5 is 120 points.

EVALUATION CRITERIA	WEIGHT
<p>1) <u>Technical Approach</u></p> <p>The proposal shall be evaluated on the completeness, reasonableness, clarity, and feasibility of the approach to satisfy the requirements of each individual task assignment referenced in the Scope of Work.</p>	<u>15</u>
<p>2) <u>Management Plan</u></p> <p>A. Organizational Structure – 30 points</p> <p>The management plan will be evaluated on the appropriateness of the organizational structure and management systems, the management of subcontractors/consultants, the ability to handle multiple simultaneous tasks with competing needs, the ability to work with multiple agencies, the person-days proposed, the plan for ensuring availability of adequate staff, and the planned methods for assuring the successful completion of all tasks.</p> <p>B. Crises and Short Turnaround Response Capability – 10 points</p> <p>The offeror will be evaluated on their ability to provide off-site staff who may work on special projects like desktop publishing or design to attend meetings called on a short turnaround basis, generally within a few hours. The offeror shall also be evaluated as to the capabilities of their with respect to desktop publishing equipment and associated software.</p>	<u>40</u>
<p>3) <u>Organizational/Corporate Experience</u></p> <p>Proposals will be evaluated for the extent, relevance, and quality of the offeror’s organizational/corporate experience as it relates to the requirements of this acquisition.</p>	<u>20</u>
<p>4) <u>Key Personnel</u></p> <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.</p>	<u>25</u>
<p>5) <u>Past Performance</u></p> <p>(TO BE RATED ONLY AFTER A DETERMINATION OF TECHNICAL ACCEPTABILITY OF THE OFFEROR’S PROPOSAL, BASED ON THE ABOVE TECHNICAL EVALUATION CRITERIA)</p>	<u>20</u>

- a) The offeror's past performance will be evaluated after completion of the technical evaluation. Only those offerors determined to be technically acceptable will be evaluated. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor to compare relative rankings.
- b) 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.
- c) The Government reserves the right to evaluate relevant past performance information not specifically provided by the offeror.
- d) The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by the offeror's record of past performance.
- e) If the offeror or the proposed employees for the offeror, do not have a past performance history relative to this acquisition, or past performance not relative to this acquisition, the offeror will not be evaluated favorably or unfavorably on this factor. A neutral rating will be determined.
- f) In evaluating past performance, the Government will consider the offeror's effectiveness in producing quality products or services; timeliness of performance; cost control; business practices; customer satisfaction; accomplishments in writing, editing, design, and dissemination of agency products; and, the past performance of key personnel in the areas of health services research and health care policy.
- g) 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.
- h) 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.

Attachment 1

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-03-0004, entitled "Publication and Public Affairs Support." 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 **July 28, 2003**. If you have any questions, please contact Mr. Darryl Grant at (301) 427-1785.

Mr. Darryl Grant
Agency for Healthcare Research and Quality
Division of Contracts Management
540 Gaither Road
Rockville, Maryland 20850

FAX: (301) 427-1740

NAME OF OFFEROR: _____

ADDRESS: _____

Contractor Performance Form

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

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

CONTRACTOR’S PERFORMANCE RATING

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

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

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

Reason:

NAME OF EVALUATOR: _____

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

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."

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

Attachment 3

HHS CREDIT RELEASE

Fair Credit Reporting Act of 1970, as amended

PLEASE TAKE NOTICE THAT ONE OR MORE CONSUMER CREDIT REPORTS MAY BE OBTAINED FOR EMPLOYMENT PURPOSES PURSUANT TO THE FAIR CREDIT REPORTING ACT, AS AMENDED, 15 U.S.C., § 1681, *ET SEQ.* SHOULD A DECISION TO TAKE ANY ADVERSE ACTION AGAINST YOU BE MADE, BASED EITHER IN WHOLE OR IN PART ON THE CONSUMER CREDIT REPORT, THE CONSUMER REPORTING AGENCY THAT PROVIDED THE REPORT PLAYED NO ROLE IN THE AGENCY'S DECISION TO TAKE SUCH ADVERSE ACTION.

Information provided by you on this form will be furnished to the consumer reporting agency in order to obtain information in connection with an investigation to determine your (1) fitness for Federal employment, (2) clearance to perform contractual service for the Federal Government, and/or (3) security clearance or access. The information obtained may be redisclosed to other Federal agencies for the above purposes and in fulfillment of official responsibilities to the extent that such disclosure is permitted by law.

I hereby authorize the Department of Health and Human Services (HHS) to obtain such report(s) from any consumer/credit reporting agency for employment purposes.

(Print Name)

(SSN)

(Signature)

(Date)

Your Social Security Number is needed to keep records accurate, because other people may have the same name. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

