OMB 0990-0115

PART I - THE SCHEDULE
SECTION A - SOLICITATION FORM

Request for Proposal
No. AHRQ-01-0007

Date Issued: **June 18, 2001**
Date Questions Due: **July 2, 2001**
Date Notice of Intent Due: **July 2, 2001**
Date Proposals Due: **July 19, 2001 at 12:00 Noon**

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-01-0007, entitled "Patient Safety Research Coordinating Center." 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 three (3) years.

The Government estimates that the total amount for this three year contract (including estimated costs and fees) will be less than $4.5 million.

SPECIAL ELIGIBILITY NOTICE:

*(1) Principal Investigators and Co-Principal Investigators of grants awarded under the RFAs listed below are **ineligible** to participate as part of a Coordinating Center proposal.*

- *RFA HS-01-002: Centers of Excellence for Patient Safety Research and Practice*
- *RFA HS-01-003: Improving Patient Safety: Health Systems Reporting, Analysis, and Safety Improvement Research and Demonstrations*
- *RFA HS-01-006: Clinical Informatics to Promote Patient Safety*
- *RFA HS-01-007: Developmental Centers for Evaluation & Research in Patient Safety*
- *RFA HS-01-008: Patient Safety Research Dissemination and Education*
- *RFA HS-00-007: Systems-related Best Practices to Improve Patient Safety*

Organizations and agencies (including their subcontractors) being awarded grant(s) under the above listed RFAs may be a prime or subcontractor on a Coordinating Center proposal.

*(2) Principal Investigators and Co-Principal Investigators of grants awarded under RFA HS-01-005 (The Effect of Health Care Working Conditions on Quality of Care) that focus on patient safety rather than more generally on quality of care are **ineligible** to participate as part of a Coordinating Center proposal. Awardees that focus on general quality of care under this RFA are eligible to submit a proposal. Organizations and agencies (including their subcontractors) being awarded grant(s) that focus on patient safety under the above listed RFA may be a prime or subcontractor on a Coordinating Center proposal.*

NOTICE OF SMALL BUSINESS GOALS: All offerors (other than small businesses) must submit a complete subcontracting plan with their initial proposal. The requirement to submit a subcontracting plan also applies to colleges, universities, and non-profit organizations, as well as large business concerns. AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses,** which shall include at least **5%** (as a percentage of total contract value for the base period) for **Small Disadvantaged Businesses,** at least **5%** (as a percentage of total contract value for the base period) for **Women-Owned Small Businesses,** at least **2%** (as a percentage of total contract value) for **HUBZone Small Businesses,** at least **3%** (as a percentage of total contract value) for **Veteran-Owned Small Businesses.** These goals represent AHRQ's expectation of the minimum level for subcontracting with small businesses at the prime contract level. Any goal stated less that the AHRQ recommended goal shall be justified and is subject to negotiation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration**. The approved plan will be included in any resultant contract.

Offerors shall submit the following:

A. Technical Proposal (See Section L.8) **Original and 12 copies**
B. Past Performance Information (See Section L.9) **Original and 3 copies**
C. Small Disadvantaged Business Participation Plan (See Section L.10) **Original and 1 copy**
D. Business Proposal (See Section L.11) **Original and 5 copies set forth in Cost Plus Fixed Fee arrangement**
E. Small Business Subcontracting Plan (See Section L.11.B.) **Original and 5 copies** (This does not apply to small business concerns)

Your technical proposal must be concisely written and should be limited to **125 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., resume, etc., see Section L.8 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 2, 2001** (See Section L.6). Your questions should be submitted to the attention of Sharon Williams, Contracting Officer, Agency for Healthcare Research and Quality, Suite 502, 2101 E. Jefferson Street, Rockville, Maryland 20852 and the envelope should be marked "Proposal Questions RFP No. AHRQ-01-0007**."**

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **12:00 noon**, local prevailing time, on **July 19, 2001.** Your proposal must be mailed to the following address:

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

Hand carried proposals may be dropped off at the above location, at Room 5E108A. The Division of Contracts Management offices are located in Suite 502 in the East Wing of the 5th Floor. Allow sufficient time for parking and delivery.

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

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

TABLE OF CONTENTS

SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

"Patient Safety Research Coordinating Center." See Section C for a complete description.

B.2. ESTIMATED COST AND FIXED FEE

NOTE: The Government estimates that the total amount for this three year contract (including estimated costs and fees) will be less than $4.5 million.

a. The estimated cost (exclusive of fixed fee) of this three-year contract is $ (TO BE COMPLETED UPON AWARD)

b. The fixed fee for this contract is $(TO BE COMPLETED UPON AWARD). The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the Clauses ALLOWABLE COST AND PAYMENT and FIXED FEE incorporated herein.

c. The Government's obligation, represented by the sum of the estimated cost plus fixed fee, is $ (TO BE COMPLETED UPON AWARD). The following is the total estimated cost plus fixed fee broken down by year:

	Cost	Fixed Fee	Total
Year 1	(TO BE COMPLETED UPON AWARD)		
Year 2			
Year 3			
Total			

d. Total funds currently available for payment and allotted to this contract are $ (TO BE COMPLETED UPON AWARD), of which $ (TO BE COMPETED UPON AWARD) represents the estimated costs, and $ (TO BE COMPETED UPON AWARD) represents the fixed fee.

e. It is estimated that the amount currently allotted will cover performance of the contract through (TO BE COMPLETED UPON AWARD)

f. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor. For further provisions on funding, see the Limitation of Funds and the Allowable Cost and Payment (and Fixed Fee) clauses incorporated into the contract.

B.3 PROVISIONS APPLICABLE TO DIRECT COSTS

a. Items Unallowable Unless Otherwise Provided

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

(1) Acquisition, by purchase or lease, of any interest in real property;

(2) Rearrangement or alteration of facilities;

(3) Purchase or lease of any item of general purpose-office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);

(4) Accountable Government property (defined as both real and personal property with an acquisition cost of $1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property, 1990, regardless of acquisition value;

(5) Travel to attend general scientific meetings;

(6) Foreign Travel;

(7) Any costs incurred prior to the contract's effective date;

(8) Rental of meeting rooms not otherwise expressly paid for by the contract;

(9) Any formal subcontract arrangements not otherwise expressly provided for in the contract;

(10) Consultant fees in excess of $500/day; and

(11) ADP hardware or software.

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

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

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

Patient Safety Research Coordinating Center

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

A. Background Information

In November 1999, the Institute of Medicine (IOM) released a stunning report entitled, *To Err is Human*,[(1)] which estimated that between 44,000 and 98,000 people die each year in hospitals from medical errors. The IOM report called for a "a comprehensive and strong response to this most urgent issue facing the American people." The IOM called for leadership from the Department of Health and Human Services (DHHS) in reducing medical errors and identified one of its operating divisions, the Agency for Healthcare Research and Quality (AHRQ), as the national focal point for patient safety research.

In response to the IOM report, the Quality Interagency Coordination Task Force (QuIC), which is composed of Federal members representing the Departments of Health and Human Services (DHHS), Labor (DoL), Defense (DoD), Veterans Affairs (VA), and Commerce; Office of Management and Budget (OMB); Office of Personnel Management (OPM); U.S. Coast Guard; Federal Bureau of Prisons (BoP); National Highway Transportation and Safety Administration; and the Federal Trade Commission (FTC), issued a report in February 2000 – *Doing What Counts for Patient Safety, Federal Action to Reduce Medical Errors and Their Impact*. In the QuIC's report, medical error is defined as "the failure of a planned action to be completed as intended or the use of a wrong plan to achieve an aim. Errors can include problems in practice, products, procedures, and systems."[(2)] The term patient safety applies to initiatives designed to prevent adverse outcomes from medical errors. The QuIC's report laid out a road map for action comprising more than 100 activities. The goals of these actions are to: create a national focus on reducing errors; develop a knowledge base for learning about errors' causes and effective error prevention; ensure accountability for safe health care delivery; and guarantee that patient safety practices are implemented. In addition to the report, QuIC members such as AHRQ, VA, DoD, and OPM are working to build public and purchaser awareness; promote the use of technology to improve safety; and integrate data for reporting and analysis so it can be used for learning and accountability.

Based on its reauthorization language, the Director of the Agency for Healthcare Research and Quality "shall conduct and support research and build private-public partnerships to (1) identify the causes of preventable health care errors and patient injury in health care delivery; (2) develop, demonstrate, and evaluate strategies for reducing errors and improving patient safety; and (3) disseminate such effective strategies throughout the health care industry."[1]

[1]S.580, One Hundred Sixth Congress of the United States of America - An act to amend title IX of the Public Health Service Act to revised and extend the Agency for Health Care Policy and Research, S580-6.

Before the release of the IOM report on patient safety, during FY2000 the Agency funded six grants to demonstrate and evaluate systems-related best practices. The grants include:

- David Bates, Brigham and Women's Hospital, Improving safety by computerizing outpatient prescribing
- Harry Selker, New England Medical Center, TIPI systems to reduce errors in emergency cardiac care
- Eric Thomas, University of Texas Health Science Center, Houston, Teamwork and error in neonatal intensive care
- Steven Woolf, Virginia Commonwealth University, Characterizing medical error: a primary case study
- Colin MacKenzie, University of Maryland, Brief risky high benefit procedures: best practices model
- Mark McClellan, Stanford University, Developing best practices for patient safety

In carrying out its enhanced responsibilities in patient safety in FY2001, the Agency has developed a coordinated plan for achieving the three goals, which includes projects funded through both grant and contract mechanisms. AHRQ has also renamed its Center for Quality Measurement and Improvement as the Center for Quality Improvement and Patient Safety (CQuIPS). It (1) conducts and supports research, demonstrations, and evaluations of the quality of health care, including patient safety; (2) conducts and supports research on the measurement of healthcare quality and promotes the use of these measures; (3) conducts and supports research on effective ways to improve the quality of healthcare and participates in the dissemination of this knowledge; (4) evaluates methods for identifying and preventing medical errors; (5) supports dissemination and communication activities to improve quality of care, including patient safety; (6) designs, conducts, and supports surveys to assess the quality of and satisfaction with health care services and systems; (7) develops and tests measures and methods for evaluating the quality of care and enhancing patient safety; (8) provides technical assistance and gathers information on the use of quality measures, consumer and patient information, and reporting on patient safety and the resulting effects; (9) develops and disseminates an annual report on healthcare quality in general, including patient safety specifically; and (10) represents the Agency in meetings with domestic and international experts and organizations concerned with measuring and evaluating the quality of care and enhancing patient safety.

AHRQ and other public- and private-sector funders held a National Summit on Medical Errors and Patient Safety in Washington, DC in September 2000. The purpose of this summit was to solicit feedback from users of patient safety research on setting a research agenda on medical errors and patient safety. This research agenda is published on the QuIC website at www.quic.gov. During the current fiscal year (FY2001), AHRQ has outlined a broad research initiative that will build a national strategy to improve patient safety based on this user driven research agenda. The goal of AHRQ's new initiative is to go beyond simply describing and defining the problem to providing the knowledge and tools needed to address the patient safety challenge. These efforts will include research to enhance the knowledge of when, how, and under what circumstances errors occur; develop the tools and data and train the researchers needed to answer future questions; and work with public and private partners to apply evidence-based approaches to the improvement of patient safety.

AHRQ's FY2001 patient safety agenda is being accomplished through a series of grants and contracts to stimulate research and demonstrations in patient safety and medical error reduction. The funded projects will form an integrated set of activities to design and test best practices for reducing errors in multiple settings of care and will develop the science base to inform those who must implement programs and policies regarding the most effective approach to take. This effort expands upon the Agency's current and planned activities to reduce errors and improve the delivery of safe health care.

At the heart of this competitive research and demonstration program is a portfolio of projects to test the effectiveness, costs, and cost-effectiveness of diverse reporting strategies and information technology innovation on the identification, management, and reduction of medical errors. These activities are supported and amplified by: 1) the establishment of multidisciplinary centers of excellence in patient safety; 2) targeted efforts to understand the impact of provider education, skills, staffing, and organization on error rates; 3) partnerships with health systems, professional organizations, states, and other groups to build capacity for error reduction activities, disseminate effective strategies, and coordinate public and private efforts; and 4) cross cutting activities that capitalize on data already collected by the Federal government which can be enhanced to support research and action in patient safety. Areas to be funded as part of AHRQ's program include:

- Centers of Excellence for Patient Safety Research and Practice: to support established cross-cutting teams of researchers, health care facilities, and organizations in geographically diverse locations (including rural and urban areas) which will help determine the causes of medical errors and develop new knowledge to support the work of the demonstrations. Programs funded under the Centers of Excellence RFA will include multiple projects.

- Developmental Centers for Evaluation and Research in Patient Safety (DCERPS): to develop new multidisciplinary research teams to improve the nation's capacity in patient safety research, to expand the patient safety knowledge base, and to establish mechanisms to assure that new knowledge is incorporated into actual practice and that its impact is assessed.

- Improving Patient Safety: Health System Reporting, Analysis, and Safety Improvement Research Demonstrations: to support large demonstrations in States, health care systems, and networks of providers (both integrated delivery systems and primary care networks) to test reporting strategies and) -- to develop patient safety interventions.

- Clinical Informatics to Promote Patient Safety (CLIPS): to develop and test the use of innovative technologies, such as hand-held electronic medication and specimen management systems, training simulators for medical education, computerized bar-coding, patient bracelets, smart cards, and automated medication dispensing systems in clinical settings to reduce medical errors and improve patient safety.

- Effect of Working Conditions on Quality of Care and Patient Safety: to develop an understanding of how the environment of care impacts the ability of providers to improve safety (e.g. the effect of fatigue, stress, sleep deprivation, and shift work on cognitive ability and the relationship to patient safety) and how interactions with the built environment impact the provision of safe care.

- Patient Safety Research Dissemination and Education: to fund researchers and organizations (e.g., professional associations, hospital groups, other national organizations) to develop, demonstrate, and evaluate new approaches to improving provider education in order to reduce errors, such as taking new knowledge on patient safety and developing curricula, continuing education, simulation models, and other provider training strategies.

The individual projects already funded by the Agency and those to be funded through future RFAs and contracts represent a comprehensive and coordinated research program in the area of patient safety and medical error. The program was designed with implicit and explicit coordination requirements between its various components to assure synergy and complementarity between the individual projects that will constitute the Agency's patient safety program. This is particularly important for the Health System Reporting Demonstrations. For example, insights from the research carried out by the FY2000 Best Practices grantees and the FY2001 Centers of Excellence will be made available to the

Health System Reporting Demonstrations on an expedited basis. Complementary exchanges will include ensuring the availability of de-identified data from the Health System Reporting Demonstrations projects for researchers funded under other components of the Agency's patient safety agenda.

Although coordination of the overall patient safety program remains the responsibility of the CQuIPS at AHRQ, the level of coordination support required for the patient safety research program extends well beyond the internal capacity of AHRQ to provide the specific services and products. Through this solicitation the Agency is seeking logistical and coordination support for its patient safety program to extend the capabilities of the Agency's patient safety staff.

The purpose of this contract is to support a coordinating center that will serve as a resource and support center linking the components of the Agency's patient safety initiative to each other and relevant Agency staff. The coordinating center will host grantee meetings, facilitate sharing of de-identified data, and support general program and specific project oversight. Specifically, the coordinating center shall support the Agency's work with grantees related to providing technical assistance to grantees, monitoring of grantee activity, communication, conferences, dissemination of results, and consultation for program direction and implementation policy. In addition, the coordinating center will extend in-house capacity to facilitate and monitor the Agency's patient safety activities. It will also produce products (e.g., databases appropriate for research and guidelines on data collection) that will facilitate work on patient safety by researchers and policymakers (particularly at the state level). The coordinating center shall also help support some of the Agency's other work related to patient safety, such as the development of relevant patient safety materials for the National Quality Report. As such, the coordinating center is not to provide direction and leadership functions, but instead shall serve as a resource and support center for the projects funded under the Agency's patient safety initiatives.

Technical Assistance: Grantees may seek a wide range of technical assistance to help them implement and sustain their projects. This assistance may be in areas of design, methodology, implementation strategies, and evaluation approaches to enhance and expand the efforts outlined in their approved proposals. This assistance can extend to the development and/or refinement of data collection instruments which are common among a number of projects or the use of established instruments to collect common data and information. Technical assistance includes developing common standards for coding patient safety data, providing guidance on obtaining data, developing and assisting in analytic mechanisms, and "cleaning/scrubbing"[2] data collected from demonstration projects and data collected through another Federal project (which will be provided to AHRQ and then made available to intramural and extramural researchers).

Monitoring: Monitoring is necessary to insure that projects are meeting the research agenda as published on the QuIC website and which is based on feedback from a variety of users, providers, researchers, etc. The research agenda, as outlined by the QuIC, includes the following topic areas: epidemiology of errors; infrastructure to improve patient safety; information systems; adoption issues (e.g., which interventions should be adopted and under what circumstances, why interventions are adopted or rejected, creating a business case for safety including the cost of poor quality, how to get the public more engaged in patient safety); using the information; transition in care issues such as

[2]For the purposes of this contract, data cleaning and scrubbing refers to (1) standardizing language and data coding where appropriate and possible; (2) ensuring that all data are de-identified in accordance with the standard set forth in 45 CFR Part 164 prior to making those data available for use in other projects in AHRQ's patient safety initiative or to other researchers; and (3) assuring that data from different projects have standard definitions where applicable and to the extent possible.

understanding the underlying reasons for breakdowns in communication among professionals caring for patients and fostering effective solutions across caregivers and sites of care. Monitoring is accomplished by reviewing progress reports submitted to the Agency by grantees, tracking the progress of projects against the research agenda that evolved from the research summits held in 2000, individual communication and meetings with project personnel and Agency program officers, and site visits to the Developing Centers grantees as well as a limited number of other grantees selected by the AHRQ.

Reporting: Reporting activities of the programs and projects to the Agency will be conducted as needed and required. For example, the coordinating center will be responsible for drafting a report that AHRQ will finalize and submit to the Congress on the reporting system demonstrations and the framework for mechanisms for feedback after two years. In addition, the coordinating center will be required to produce reports and data from the grantees on patient safety that will become part of the National Quality Report.

Communication: Communication is an essential element of coordination. The coordinating center will be required to facilitate communication between and among individual projects and programs. Information sharing will be facilitated through the development of listservs, electronic bulletin boards, chat rooms, web pages, conference calls, conferences, and face-to-face meetings. Communication will also be required to inform others as to the on going research activities of the different projects to interested parties and stakeholders. Communication will facilitate collaboration and consistent with statutory and regulatory health information confidentiality requirements, comparison of information gathered by the projects, the sharing of analytic methods and results, and information on effective uses of the collected data to reduce harm to patients. In addition to the projects funded through the Agency's patient safety initiative, communication will also be facilitated by extending invitations to medical error and patient safety projects funded by others (e.g., VA, RWJ) to attend annual meetings held by the coordinating center.

Dissemination and Diffusion: Research results and products of the projects will be disseminated as widely as possible. Dissemination will require support of a data clearinghouse with periodic transfer of "scrubbed" data files to AHRQ's data center where it will be made available to researchers and an active program of promoting the diffusion of innovations that result from the funded projects included in the Agency's patient safety initiative. Little is gained in preventing harm to patients and reducing risk of injury, if the lessons learned from research and development are not disseminated to and adopted by end users. Therefore it is essential that any research project contain a major emphasis on dissemination and diffusion of innovation. The coordinating center will play a conjoint and critical role in this realm working in partnership with the Principal Investigators of each project as well as the Agency's Office of Health Care Information (OHCI).

B. Objectives

The contract objectives are to (1) serve as a central link between the Health System Reporting Demonstrations and other components of the patient safety initiative resulting from grant and contract awards; (2) provide technical assistance on methods, analytic mechanisms, dissemination, and evaluation approaches; (3) provide information to support the role of AHRQ project officers in monitoring the progress of projects; (4) prepare draft reports for later submission by the Agency to the Congress related to the Health System Reporting Demonstrations and provide the Agency with information from patient safety grantees for inclusion in the National Quality Report; (5) facilitate communication and sharing of ideas between the projects; (6) disseminate information on project activities and results among the patient safety grantees and contract awardees and support the development of monographs,

papers, and resource materials by the Agency's Office for Health Care Information (OHCI); and (7) consult with the Agency on trends and developments resulting from the research activities.

C. Specific Requirements

Specifically, the contractor shall:

1. Develop, implement, and maintain a Patient Safety Research Coordinating Center to serve as a central link between the Agency's patient safety-related projects.

1.1 The Contractor shall develop and implement a center to provide logistical support (e.g., organize conferences; develop mechanisms for partnering across projects and with appropriate organizations such as the VA; develop common language and metrics; facilitate data and information warehousing and sharing) among the 65 to 75 patient safety-related projects expected to be funded through Agency grants and contracts. While the coordinating center shall focus its activities on the needs of the Health System Reporting Demonstration grantees, it will be important for the contractor to integrate those activities with other components of the Agency's patient safety initiative. This initiative includes the six grants awarded under the Systems-related Best Practices RFA released in FY2000 as well as the projects that will be funded under the RFA initiatives published in FY2001 (i.e., the Centers of Excellence for Patient Safety Research and Practice; Developmental Centers for Evaluation and Research in Patient Safety (DCERPS); Clinical Informatics to Promote Patient Safety (CLIPS); Effect of Working Conditions on Quality of Care; and Patient Safety Research Dissemination and Education).

1.2 The coordinating center shall be required to work with the CERTS coordinating center by conducting a conference call semi-annually to identify topics of mutual interest and concern.

1.3 Annually the coordinating center shall extend invitations to its annual meetings to medical error/patient safety projects funded through other sources (e.g., VA, RWJ, HRSA, AHRQ's CERTS).

2. Provide technical assistance to patient safety-related projects and programs
The Contractor shall provide a variety of technical assistance support to include but not be limited to activities described as follows.

2.1 Data collection and analysis
In consultation with the Agency's Project Officer and the Project Officers for the included activities, the Contractor shall provide technical assistance to grantees as needed by providing guidance on methods for collecting data (e.g., for event reports); standardizing language as well as coding of patient safety data and root causes; "cleaning/scrubbing" (see footnote 2) data gathered from various sources, assuring compliance with applicable statutory (42 USC 299c-3(c)) and anticipated regulatory (45 CFR Parts 160 and 164) health data confidentiality requirements, as appropriate, and assisting in analytic mechanisms. The majority of such support is expected to be for the Health System Reporting Demonstration grantees, but the Contractor shall also be expected to meet the needs of other components of the patient safety research initiative when those overlap with the Health System Reporting Demonstration grantees.

2.2 Methodology

The Contractor shall provide technical assistance to grantees as needed on research design and methodology of planned projects with particular emphasis on the Health System Reporting Demonstration grantees The Contractor shall also assist projects in developing or adapting methodological approaches that are unique to safety science from disciplines outside of medicine.

2.3 Instrument Development and Selection

The Contractor shall provide technical assistance to grantees and contractors as needed (i.e., as requested by the grantees/contractors or coordinating center project officer) in the development of data collection instruments that are common to a significant number of funded projects. In conjunction with the evaluation contractor, technical assistance shall be provided to determine where common instrumentation is needed, whether existing instruments are available and appropriate, or whether new instruments should be created (e.g., with surveys, measures). When new instruments are needed, the Contractor shall work with project personnel to develop valid and reliable instruments that can be used across a variety of projects as appropriate.

2.4 Evaluation

The Contractor shall provide technical assistance to grantees as needed on evaluation approaches as appropriate and necessary (e.g., as requested by the grantees or the coordinating center project officer). In this effort, the Contractor shall work with the Project Officer and the Agency's evaluation contractor to ensure uniform evaluation efforts where appropriate. When possible and appropriate, the Contractor shall ensure that common data elements are collected in a uniform and reliable manner. The Contractor shall assist in designing forms and procedures for evaluation where appropriate (e.g., as requested by the grantees or the coordinating center project officer).

2.5 Implementation strategies

The Contractor shall assist grantees as needed in the development of implementation strategies and approaches that are demonstrated to be effective. Whenever there is overlap between projects, the Contractor shall facilitate cooperative efforts when feasible to make the process more efficient and effective. In consultation with the Agency's Office of Health Care Information, the contractor shall take a lead role on sharing successful implementation strategies among the patient safety grantees and contractors.

3. Monitor patient safety-related projects

The Contractor shall provide support for Agency project officers charged with monitoring projects to ensure that the projects address the national patient safety research agenda as published on the QuIC website www.quic.gov and that the projects follow the research plan in the approved grant application.

The Contractor shall work closely with Agency and project staff to identify areas where modifications need to be made to the projects as initially outlined and approved.

3.1 Progress reporting - The Contractor shall review all required annual project progress reports, support grantees and contractors in a uniform approach to reporting where appropriate, and disseminate the reports among the grantees. This review shall be reported to the Agency P.O. on an annual basis to facilitate compliance with grants monitoring and Agency reporting (e.g., GPRA). The coordination center shall also be responsible for the production of a draft report that the Agency will finalize and submit to the Congress on the progress of the Health System Reporting Demonstration grantees and the framework for mechanisms for feedback after two years. The coordinating center shall also be required to produce reports and data from the grantees on patient safety that may become part of the National Quality Report. The content and format of these reports shall be determined by the Contractor in consultation with the coordinating center Project Officer.

3.2 Conduct an annual two-day meeting of patient safety grantees and contractors including the development of a focused agenda in consultation with Agency staff.

3.2.1 The Contractor shall provide logistical support for the annual two-day meeting of the principal investigators of AHRQ-sponsored grants and up to one additional person from each of those projects for a total of approximately 130 to 140 attendees per meeting. In addition, the Contractor shall design the meetings to accommodate up to an additional 20 grantees that include CERTs and those sponsored by other funders (e.g., VA, HRSA, RWJ) The meetings shall be held in AHRQ conference space at 6010 Executive Boulevard, Rockville, MD or another venue as deemed appropriate after consultation with Agency staff (e.g., the Project Officer). The Contractor shall not be responsible for logistical support for CERTs meeting attendees or those funded by other sources (e.g., VA, RWJ, HRSA).

3.2.2 The Contractor shall identify and reserve lodging for meeting participants who are funded through AHRQ's patient safety initiative and must pay particular attention to government per diem rates.

3.2.3 The Contractor shall pay for travel and lodging for relevant Contractor staff for each annual meeting and shall not be required to pay for travel or lodging for any other meeting participants.

3.2.4 The Contractor shall prepare a compendium of findings resulting from each annual meeting that includes, at a minimum, descriptions of methods, findings, impact, and conclusions authored by the principal investigators from each individual project as well as an overview and next steps section authored conjointly by Contractor and Agency staff.

3.3. At a minimum, the Contractor shall arrange for a two-day site visit to each of the estimated 10 grantees funded under the Developing Centers RFA. The purpose of these site visits, as noted in the Developing Centers RFA, is to serve as a consultative visit to aid recipient grantees in their design and completion of the pilot study. The pilot study is anticipated to span one to two years, should include a plan for dissemination of project findings, and will demonstrate the

team's ability to carry out a patient safety research project that focuses on one of the following: learning from errors and communicating that information, epidemiology of errors, systems and cultures, and informatics.. The Developing Centers site visits shall be scheduled October-December, 2002, which is about one year after grant award and represents the end of the grantees' Phase I planning period.. Each site visit shall include one staff from the Contractor as appropriate, shall include the Agency Project Officer assigned to each individual project, and may include the coordinating center Project Officer. Working with relevant Agency and project staff, the Contractor shall establish a meeting date and place for each site visit to the grantee institution. The Contractor shall also identify and reserve lodging for appropriate Contractor and Agency staff paying particular attention to per diem rates. The Contractor shall not be required to make travel arrangements for participating Agency staff nor pay their per diem. In addition to the site visits to the DCERPs grantees, the Contractor shall be prepared to schedule and carry out up to five additional site visits to grantees yet to be named sometime during mid-2002 through mid-2003.

4. Communication

Using commercial off-the-shelf (COTS) software components when possible, the Contractor shall establish effective communication processes among individual projects, the Agency, and the patient safety research community. This communication shall promote collaboration and facilitate the comparison of information and results gathered by individual projects as well as sharing analytic methods and results. The Contractor shall coordinate the release of any information about projects with the Agency.

4.1 Electronic communication

The Contractor shall employ and describe how it will achieve a system life cycle (SLC) approach defined as a structured development approach with defined activities, phases, products, and reviews that provide a standard to support the development, implementation, operation, and maintenance of the communication system. SLC models may include waterfall, spiral, evolutionary, decomposition (or stepwise refinement), formal transformation, etc. The Contractor shall provide complete specifications for all software, hardware, network, system development, testing, configuration management, and other technology architecture solutions proposed for this project. All proposed hardware and software shall be approved by the Project Officer.

4.1.1 Distribution list software package

The Contractor shall establish and maintain a distribution list software package (e.g., ListServ) for communication between the various AHRQ-funded projects, the Contractor, and the Agency. The Contractor shall be responsible for monitoring, responding to, and summarizing issues and solutions that arise through this communication mechanism. These summaries shall become part of the monthly progress report.

4.1.2 E-mail

For document and text transfer, the Contractor shall use an e-mail system compatible with Microsoft Exchange, including Exchange's digitally encrypted PKI solution.

4.1.3 Website

The Contractor shall establish and maintain a website for the entire program of AHRQ-funded projects included under the coordinating center contract. The website shall be versatile and expandable to accommodate varied needs of users while allowing for expansion and technological improvements as well as technical- and information-environment changes. The Contractor may develop individual pages for each individual AHRQ project or program in consultation with each Principal Investigator and associated Agency Project Officers. The Contractor shall ensure that the website and pages are accessible and linked through the Agency's website and meet the Agency's requirements as follow.

4.1.3.1 The Contractor shall deliver a detailed mock-up of the website including hierarchical structure, hyperlinks, and software design specifications; employ limited usability testing and provide results to the Project Officer; implement the website; maintain its presence on the World Wide Web (WWW); and make it available through a unique Uniform Resource Locator (URL). The Agency shall register the appropriate "gov" domains, and the Contractor shall register analogous "non-gov" domains. The Contractor shall use appropriate metatags to facilitate location of the website by other search engines, and the Contractor shall register this website with search engines and website portals as appropriate for this website's content.

4.1.3.2 The Contractor-developed website shall have the capacity for generic information searches to locate specific cites within locally stored or remotely linked data and contain sections describing how the contents are maintained, a direct link to a privacy statement approved by the coordinating center Project Officer, and a search feature that supports both keyword searches and scrolling for information.

4.1.3.3 The Contractor shall make additional provisions to view text only, without tables. Frames may be used as long as an option to turn off the frames is supported. If the Contractor uses XML, the site shall be configured so that the application server will detect users who do not use XML, and redirect their traffic to a parallel HTML or text document.

4.1.3.4 The Contract shall provide a website that is in compliance with the Americans with Disabilities Act. For example, all files should also be available in ASCII. The website shall be "Bobby Approved" (http://www.cast.org/), all graphics shall have text descriptions and not be reliant on the use of color to make meaningful, substantive distinctions. (Refer to http://www.w3.org/WAI/References/Policy#US or www.usability.gov for more detailed information.)

4.1.3.5 The Contractor shall provide support for web production, provide all application hardware necessary to host the website and connect it to the Internet with sufficient bandwidth to meet project needs, and provide for a physical location to house the website. The Contractor shall plan for a load tolerance of at least 100 simultaneous users and support a minimum of 1,000 user sessions per day. The Contractor shall prepare a contingency plan in case traffic appears to be exceeding these estimates so that it will be able to reconstitute the hardware/software platform to tolerate the increased load within 60 calendar days of a noted need to expand capacity. (No costs shall be budgeted for the contingency plan in the offeror's proposal, and no costs for implementing the contingency plan shall be incurred by the Contractor unless approved in advance by the Contracting Officer.) The Contractor shall accommodate on-site visits

by the Project Officer and other relevant Agency staff with two hours notice during normal working hours and 24 hours notice at all other times.

4.1.3.6 The Contractor shall provide mechanisms for 24 x 7 systems near-full time availability to ensure system uptime for user operations including updates. Any hardware or software failure shall not result in a loss of more than 27 hours of current data, any software failure shall not result in more than eight hours of downtime, any hardware failure shall not result in more than 26 hours of downtime, and any Internet connectivity failure shall not result in more than 48 hours of downtime. The contractor shall test the backup/restore process at least monthly and report any failures to the Project Officer through the monthly progress report.

4.1.3.7 The Contractor shall provide a system that maximizes security and data privacy (even in the event of a catastrophic failure). The Contractor shall use necessary and appropriate firewall mechanisms and/or other blocking devices. Any unauthorized access shall be immediately reported to the Project Officer as well as being included in the monthly progress report. The Contractor shall comply with all Federal and DHHS security guidelines. A copy of the current DHHS Systems Security Program Handbook can be found at http://wwwoirm.nih.gov/policy/aissp.html. An overview of all DHHS policies is available at http://www.hhs.gov/oirm/security/docs.html and the Federal Computer Security Act of 1987 can be found at http://csrc.ncsl.nist.gov/secplcy/csa_87.txt.

The Contractor shall not use persistent cookies unless the following conditions are met:
- There is a strong functional reason for doing so (e.g., use of the website is significantly enhanced for the visitor);
- Appropriate and publicly disclosed privacy safeguards exist for handling any information derived from the cookies; and
- They have been approved by the Secretary of HHS.
If the Contractor determines that the use of cookies is desirable, the Contractor shall submit a request and justification to the Project Officer. If the Project Officer concurs, AHRQ will submit the request for a formal waiver to the Secretary of HHS.

The Contractor shall not require the provision of personal information to visit the website, and personal information shall not be automatically collected. Personal information may be collected to respond to a user's message or to fulfill the stated purpose of any communication by a user.

The Contractor may collect the name of the domain users utilize to access the site, bandwidth, the type of browser and operating system the user utilized to access the site, the date and time of the user's visit, and the address of the website the user came from when referred by another site. COTS software shall be proposed to track and monitor website usage. Keywords entered into the search engine of the website may also be tracked.

4.2 Conference calls

4.2.1 The Contractor shall provide logistics support for conference calls for each component of the patient safety research initiative on a quarterly basis that will include

the principal investigator of each project, their selected staff, and Agency Project Officers to identify common challenges, facilitate collaboration among grantees, and monitor progress. The Contractor shall prepare, in consultation with Agency staff and the principal investigators for that component, an agenda for each call. In addition the Contractor shall be responsible for preparing a summary of each call for distribution to the participants and the Agency.

4.2.2 The Contractor shall support conference calls/virtual meetings on an "as needed" basis for cross project/program topics (e.g., data collection, metrics) including only selected project staff and related Project Officers. At a minimum, the Contractor shall anticipate four conference calls/virtual meetings per year with a minimum of 10 participants from five individual programs/projects. The Contractor shall prepare a summary of each conference call/virtual meeting for distribution to the participants and the Agency.

5. Dissemination Plan

One of the goals of the Agency's patient safety initiative is to facilitate the rapid dissemination of research results to appropriate stakeholders. This dissemination represents a first step in translating research into practice (TRIP) and provides a vehicle to initiate the process of assuring that investments in patient safety research translate into improved safety for patients. The Contractor shall support the Agency's Office for Health Care Information (OHCI) (which designs, develops, implements, and manages programs for disseminating the results of Agency activities, including public affairs, information products, electronic dissemination, reference services, dissemination research, and liaison activities) in communicating the results generated from the various projects in patient safety. To facilitate this interaction, the Contractor shall develop a plan for the dissemination and diffusion of findings (innovations, evaluations, impact) for each component of the patient safety initiative in consultation with AHRQ's Office of Health Care Information (OHCI). The dissemination plan shall outline the method and modes of dissemination for project results (e.g., address traditional dissemination through research journal trade publications as well as monographs and national meetings, describe plans for using the popular press and other communication channels, include a section describing the diffusion of the innovations, evaluations, and impact that is required to promote the adoption of new practices and approaches to patient safety that have resulted from the project).

6. Steering Committee

6.1 Steering Committee Membership

In consultation with the Project Officer, the Contractor shall form a Steering Committee composed of up to 15 members chosen from the Principal Investigators supported under the Agency's patient safety initiative. The Contractor shall develop criteria and select the Steering Committee membership in consultation with the initiative's Principal Investigators. One criterion for Steering Committee membership shall be that the Steering Committee will include at least one PI from each of the six RFA initiatives published in FY 2001 and one of the six PIs from the Systems-related Best Practices grantees. A single PI may represent more than one RFA. Final Steering Committee selection criteria and membership shall be developed in consultation with and be subject to approval by the Agency (e.g., Project Officer).

6.2 Steering Committee responsibilities

The Steering Committee shall meet at least semi-annually for a one-day meeting to provide advice to the Contractor concerning the needs of grantees and contractors with regard to the resources and support provide by the Coordinating Center. AHRQ Project Officers for each grant and project included in this initiative will participate in these meetings.

6.3 Contractor responsibilities

The Contractor shall be responsible for preparing a summary of the Steering Committee's semi-annual deliberations and specific recommendations. In addition, the Contractor shall arrange and reimburse for all travel and per diem for Steering Committee members as well as arranging for meetings that shall be held at AHRQ offices at 6010 Executive Boulevard, Rockville, MD. At no time shall the Contractor use this advice to arbitrarily change the scope of work of the project. Any change in the scope of work shall be determined by the AHRQ contract management staff in consultation with the coordinating center Project Officer.

7. Project management

7.1 The Contractor shall meet with the Project Officer and CQuIPS staff, as designated by the coordinating center Project Officer, to review the scope of work and delivery schedule, clarify roles and responsibilities, and establish communication protocols.

7.2 The Contractor shall develop and submit a workplan for Agency (e.g. Project Officer) approval that is based on the proposal submitted and discussions in task 7.1. (The workplan shall also include a section for the contingency plan that addresses reconstituting hardware/software if website traffic exceeds load tolerances as described in Task 4.1.3.5.)

7.3 The Contractor shall prepare a monthly progress report that includes:

- A short description of the project objectives.
- A brief narrative on what was accomplished during the reporting period for each requirement including a summary listing of the cost and level of effort expended for each task. The narrative shall include summations from the ListServ discourse as noted in Task 4.1.1, summaries of the technical assistance activities provided under Task 2, and any instances of unauthorized access to the website as noted in Task 4.1.3.7.
- Preliminary or interim results, conclusions, trends, or problems that the Contractor identifies as of importance to the Agency.
- Problems or delays that the Contractor has experienced in the conduct of performance requirements including what specific action is proposed to alleviate the problem(s).
- At six-month intervals, the progress report shall also include a section on tracking grantee progress based on the research summit outline found at www.quic.gov.

7.4 The Contractor shall be prepared to work with up to five additional grantees each from the Health Services and Resource Administration, the Veterans Administration, RWJ, and CERTS for a total of 20 additional grantees working on relevant medical error and patient safety activities. These grantees may be invited to attend annual meetings, participate in the coordinating center's listserv, and have links with the coordinating center's website. The Contractor shall not be responsible for making any travel or logistical arrangements nor paying for travel for these individuals.

SECTION D - PACKAGING AND MARKING

Not Applicable

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

b. For the purpose of this SECTION the Government Project Officer is the authorized technical representative of the contracting officer.

c. Inspection and acceptance will be performed at:

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

E.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE

F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

F.2 PERIOD OF PERFORMANCE

The period of performance for the contract shall be from the effective date of the contract through 36 months thereafter.

F.3 DELIVERY SCHEDULE

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

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

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

Item	Task No.	Description	Quantity	Delivery
1	7.1	Meet with Project Officer and CQuIPS staff	--	1 week from EDOC
2	7.2	Draft workplan	5 (4 hardcopy and 1 electronic)	3 weeks from EDOC
3	7.3	Monthly progress reports*	5 (4 hardcopy and 1 electronic)	5 weeks from EDOC and monthly thereafter
4	6.1	Finalize Steering Committee membership	--	6 weeks from EDOC

Item	Task No.	Description	Quantity	Delivery
5	4.1.3.1	Mock-up of website and register website	5 (4 hardcopy and 1 electronic)	6 weeks from EDOC
6	7.2	Final workplan	5 (4 hardcopy and 1 electronic)	6 weeks from EDOC
7	4.1.1 and 4.1.2	Establish and maintain an e-mail system and distribution communication software (e.g., ListServ) for project/program participants, Agency staff, and selected others	--	2 months after EDOC and continually thereafter
8	4.1.3	Develop, implement, and keep current web pages and a website for use by the project/program staff, Agency staff, and the public	--	3 months after EDOC and continually thereafter
9	2.1 through 2.5	Provide technical assistance including but not limited to data collection and analysis, methodology, instrument development and selection, evaluation, implementation, dissemination	--	3 months from EDOC and continually thereafter as needed by project/ program staff
10	4.2.1	Conduct quarterly conference calls that include all Principal Investigators from each project/program in AHRQ's patient safety initiative	--	3 months from EDOC and quarterly thereafter
11	4.2.2	Draft summary of each quarterly conference call	5 (4 hardcopy and 1 electronic)	1 week after each conference call
12	4.2.2	Final summary of each quarterly conference call	5 (4 hardcopy and 1 electronic)	1 week after receipt of Agency comments
13	4.1.3	Develop website for coordinating center and pages for individual projects/programs in AHRQ's patient safety initiative	5 (4 hardcopy and 1 electronic)	3 months after EDOC for projects/ programs already funded and within 3 weeks after each project is funded

Item	Task No.	Description	Quantity	Delivery
14	6.2	Hold semi-annual Steering Committee meetings	--	5 months from EDOC and every 6 months thereafter
15	6.3	Draft summary of semi-annual Steering Committee meetings	5 (4 hardcopy and 1 electronic)	2 weeks after meeting
16	6.3	Final summary of semi-annual Steering Committee meetings	5 (4 hardcopy and 1 electronic)	2 weeks after receiving Agency comments
17	7.3	Supplement to monthly progress report tracking grantee progress relative to the research agenda noted at www.quic.gov and based on summit meetings	5 (4 hardcopy and 1 electronic)	6 months from EDOC and every 6 months thereafter
18	1.2	Conduct conference call with CERTS coordinating center	1	6 months from EDOC and every 6 months thereafter
19	3.3	Draft summary of individual project site visit	5 (4 hardcopy and 1 electronic)	2 weeks after individual site visit
20	3.3	Final summary of project site visit	5 (4 hardcopy and 1 electronic)	1 week after receipt of Agency comments
21	4.2.2	Conduct periodic conference calls/"virtual meetings" focused on cross-project/program issues (e.g., data collection methods, metrics)	--	Periodically as needed by project/ program staff
22	4.2.2	Draft summary of periodic conference calls/"virtual meetings"	5 (4 hardcopy and 1 electronic)	1 week after calls/"virtual meetings"
23	4.2.2	Final summary of periodic conference calls/"virtual meetings"	5 (4 hardcopy and 1 electronic)	1 week after receipt of Agency comments
24	3.2	Conduct annual meeting of project/program staff (including five projects each from CERTs and those funded by others such as the VA, HRSA, RWJ)	--	9 months from EDOC and every 12 months thereafter

Item	Task No.	Description	Quantity	Delivery
25	3.2.4	Draft summary of annual meeting	5 (4 hardcopy and 1 electronic)	10 months from EDOC and every 12 months thereafter
26	5	Draft dissemination plan	5 (4 hardcopy and 1 electronic)	11 months from EDOC
27	3.2.4	Final summary of annual meeting	5 (4 hardcopy and 1 electronic)	11 months from EDOC and every 12 months thereafter
28	3.1	Draft consolidated progress report	5 (4 hardcopy and 1 electronic)	13 months from EDOC
29	3.1	Final consolidated progress report*		1 week after receiving Agency comments
30	5	Final dissemination plan*	5 (4 hardcopy and 1 electronic)	14 months from EDOC
31	1.1	Scrub/clean data to facilitate data information warehousing and sharing (level of effort for scrubbing/cleaning data for AHRQ dissemination to researchers will increase in a major way in the third year of the project)	2 electronic copies	14 months from EDOC and continually thereafter as needed
32	5.2	Implement dissemination plan		25 months from EDOC

*In addition, one copy of these deliverables shall be submitted to the Contracting Officer at the following address:

Agency for Healthcare Research and Quality
ATTN: Contracting Officer
Division of Contracts Management
2101 East Jefferson Street, Suite 502
Rockville, Maryland 20852

The following reports are required to be submitted to the Contracting Officer:

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 KEY PERSONNEL

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

NAME TITLE

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

G.2 PROJECT OFFICER

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

(TO BE COMPLETED AT CONTRACT AWARD)

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

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

The Government may unilaterally change its Project Officer.

G.3 INVOICE SUBMISSION

a. INVOICE SUBMISSION

The following directions for the submission of invoices must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9, and must be in accordance with the General Provisions clause 52.232-25 Prompt Payment (MARCH 2001).

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

Contracting Officer
Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 502
Rockville, Maryland 20852

G.4 INFORMATION ON VOUCHERS

(1) The Contractor agrees to include the following minimum information on vouchers:

(a) Contractor's name and invoice date;

(b) Contract Number;

(c) Description and price of services actually rendered;

(d) Other substantiating documentation or information as required by the contract;

(e) Name (where practicable), title, phone number, and complete mailing address or responsible official to whom payment is to be sent; and

(f) The Internal Revenue Service Taxpayer Identification Number.

(2) The Contractor shall furnish the following minimum information in support of costs submitted:

(a) Direct Labor - include all persons, listing the person's name, title, number of hours or days worked, the total cost per person and a total amount of this category;

(b) Fringe Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);

(c) Overhead or Indirect Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);

(d) Consultants - include the name, number of days or hours worked, a total amount per consultant and a total amount for this category;

(e) Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation, shown separately, and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;

(f) Subcontractors - include for each subcontractor, the same data that is being provided for the prime contractor. A total number for this category shall be provided.

(g) Data Processing - include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes, etc. A total amount for this category shall be provided.

(h) Other - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, etc.

(i) Equipment Cost - itemize and identify separately from material costs including reference to approval in all cases;

(j) G&A - show rate, base and total as well as verification/allowability of rate changes (when applicable); and

(k) Fee - show rate, base and total.

(3) Payment shall be made by:

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

G.5 INDIRECT COST RATES AND FEE

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

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

G.6 ELECTRONIC FUNDS TRANSFER

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(A) The contractor must, in writing, request permission to publish, present or otherwise release any reports/material/data developed under the contract. AHRQ will, within two months of the receipt of this request and the proposed publication/presentation, review the proposed disclosure of such information or material to determine that (1) the information is being used solely for the purpose for which it was supplied and (2) the privacy of entities supplying the information or described in it is not violated; and (3) the quality of statistical work and/or analyses meets the statutory standards cited above. AHRQ will provide written notification to the contractor of the results of this review within this same two month time period.

(B) Except as provided in paragraph (C) below, the Contractor will not publish, have published, or otherwise disseminate any material resulting from the work being performed under this contract including the final report, unless notified in writing by the Project Officer that the review is complete and no potential violations or quality deficiencies with respect to statutory standards were noted. Any noted violations or deficiencies must be addressed by the contractor in accordance with instructions provided by the Project Officer and resubmitted in writing to the Project Officer at least ten business days before the release of any material.

(C) In the event no written notice of review is received from the Project Officer by the end of the two-month period following a request to publish a final or other report or to make a presentation or other disclosure of material derived from work performed under this contract, the Contractor may publish, present, or otherwise disclose this material subject to the provisions of section 924(c) and 923 (b)(1).

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

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

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

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

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

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

(a) Definitions

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

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

"Form, fit, and function data", as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements, but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

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

(b) Allocation of Rights

(1) The Government shall have:

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

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

(c) Copyright

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

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

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

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

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

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

(d) Release and Use Restrictions

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

(e) Indemnity

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

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

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

(g) In accordance with the Federal Register (Vol. 57, No. 167, August 27, 1992, pp:38845-38848) the Contractor is to provide for secure and confidential storage, retrieval access, maintenance, and disposition of data and other information used in the work performed under the contract.

(h) Whenever any data is to be developed by a subcontractor under this contract, the Contractor must include the terms of H.2(a), (b), (c), (d), (e), (f) and (g) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor, and no clause may be included to diminish the Government' rights in those data.

H.3 DEBARMENT

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

H.4 SUBCONTRACTS

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

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

H.5 LATE PAYMENTS TO THE GOVERNMENT

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

a. The basis of indebtedness.

b. The amount due.

c. The fact that interest will be applied if payment is not received within 30 days from the date of mailing of the notice.

d. The approximate interest rate that will be charged.

H.6 PRIVACY ACT

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

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

H.7 GOVERNMENT-FURNISHED MATERIALS

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

H.8 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

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

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

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

b. Electronic Access to Contractor Performance Evaluations

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

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

H.9 Eligibility Requirements

(1) Principal Investigators and Co-Principal Investigators of grants awarded under the RFAs listed below are **ineligible** to participate as part of a Coordinating Center proposal.

- RFA HS-01-002: Centers of Excellence for Patient Safety Research and Practice
- RFA HS-01-003: Improving Patient Safety: Health Systems Reporting, Analysis, and Safety Improvement Research and Demonstrations
- RFA HS-01-006: Clinical Informatics to Promote Patient Safety
- RFA HS-01-007: Developmental Centers for Evaluation & Research in Patient Safety
- RFA HS-01-008: Patient Safety Research Dissemination and Education
- RFA HS-00-007: Systems-related Best Practices to Improve Patient Safety

Organizations and agencies (including their subcontractors) being awarded grant(s) under the above listed RFAs may be a prime or subcontractor on a Coordinating Center proposal.

(2) Principal Investigators and Co-Principal Investigators of grants awarded under RFA HS-01-005 (The Effect of Health Care Working Conditions on Quality of Care) that focus on patient safety rather than more generally on quality of care are **ineligible** to participate as part of a Coordinating Center proposal. Awardees that focus on general quality of care under this RFA are eligible to submit a proposal. Organizations and agencies (including their subcontractors) being awarded grant(s) that focus on patient safety under the above listed RFA may be a prime or subcontractor on a Coordinating Center proposal.

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

I.1 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

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

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

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

52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over $550,000)
52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (MAR 2000)
52.216-8	Fixed Fee (MARCH 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontracting Plan (OCT 2000) (Applicable to contracts over $500,000)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (MAR 2001)
52.219-25	Small Disadvantaged Business Participation Plan - Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (AUG 1996)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)

52.223-6	Drug Free Workplace (MAR 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 - Balance of Payments Program - Supplies (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (NOV 1999)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (MAR 2001)
52.232-34	Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)

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

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

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

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

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

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

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

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

K.I REPRESENTATIONS AND CERTIFICATIONS

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

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

(Name of Offeror)	(RFP No.)
(Signature of Authorized Individual)	(Date)

(Typed Name of Authorized Individual)

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

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

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory–

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

_____

_____

_____

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(End of provision)

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

(a) Definitions:

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

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

(b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

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

(e) Type of organization.

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

(f) Common Parent.

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

Name_____
TIN_____

(End of provision)

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

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation.[*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR*

52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is [ ] is not [ ] a women-owned business concern.

(End of Provision)

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 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.

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

(E) 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)(D) of this provision.

(ii) (A) The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [ ], within the past

three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws --

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

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

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

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

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

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to

the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.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 (MAR 2001) (FAR 52.219-1)

(c) (1) The North American Industry Classification System (NAICS) code for this acquisition is **54161.**

(2) The small business size standard is **$5 million**.

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

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

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

(3) *[Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.]* The offeror represents as part of its offer that it [ ] is [ ] is not a women-owned small business concern.

(4) *[Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if offeror represented itself as a veteran-owned small business concern in block (b)(4) of this section.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

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

Service-disabled veteran-owned small business concern –

(1) Means a small business concern –

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

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

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

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

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

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

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

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

(1) 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)

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

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that -

(i) It [ ]is, [ ]is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration and no material changed in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since is was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (*The offeror shall enter the name and names of the HUBZone small business concern or concerns that are participating in the joint venture*:_____
_____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

(a) *General.*

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

(b) *Representations.*

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

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

(A) No material change in disadvantaged ownership and control has occurred since certification.

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

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

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

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

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

(End of Provision)

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

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of Clause)

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

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

The offeror represents that--

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

or

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

(End of provision)

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

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

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

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

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

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

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

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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

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

(b) Foreign End Products

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

(List as necessary)

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

(End of provision)

K.15 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAR 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, includeing 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.16 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000) (FAR 52.230-1)

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

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

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

(c) Check the appropriate box below:

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

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

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

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

[ ] (2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

[ ] (3) Certificate of Monetary Exemption.

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

[ ] (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.
[ ] Yes [ ] No

(End of Provision)

ALTERNATE I (APR 1996)

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

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

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

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

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

(END OF ALTERNATE I)

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

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

FIRM _____

NAME _____ Signature_____

TITLE _____

DATE OF EXECUTION*** _____

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

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

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price agreed to.

End of Certificate

K.18 ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Organization:_____

Signature_____ Title_____

Date_____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

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

(1) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)

(2) 52.215-16 Facilities Capital Cost of Money (OCT 1997)

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

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.
(2) Company address.
(3) Company telephone number.
(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the company was started.
(7) Number of people employed by the company.
(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

L.3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAR 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 which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

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

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

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

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

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

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

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

(i) The solicitation number;

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

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submissions, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the data 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 or balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror.

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

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

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

It is anticipated that a single award will be made from this solicitation and that the award will be made on/about September 28, 2001.

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

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

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

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

L.6 POINT OF CONTACT FOR TECHNICAL INQUIRIES

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

All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **July 2, 2001**. Answers to questions shall be sent to each prospective offeror by solicitation amendment.

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

Mail inquiries to: Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 502
Rockville, MD 20852
Attention: Sharon Wiliams, Contracting Officer
Fax: (301) 443-7523

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. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.10)

V. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.11).

c. Separation of Technical, Past Performance Information, Small Disadvantaged Business Participation Plan and Business Proposal: The proposal shall be in four parts: (1) Technical Proposal; (2) Past Performance Information; (3) Small Disadvantaged Business Participation Plan; and (4) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however resources information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

d. Evaluation of Proposals: The Government will evaluate technical proposals in accordance with the criteria set forth in Section M, Evaluation/Award Criteria.

e. Rejection of Proposals: The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official contract file.

f. Unnecessarily Elaborate Proposals: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive visual and other presentation aids are neither necessary nor wanted.

g. Privacy Act: The Privacy Act of 1974 (Public Law (P.L.) 93-579) requires that a Federal agency advise each individual whom it asks to supply information: 1) the authority which authorized the solicitation; 2) whether disclosure is voluntary or mandatory; (3) the principal purpose or purposes for which the information is intended to be used; (4) the uses outside the agency which may be made of the information; and 4) the effects on the individual, if any, of not providing all or any part of the requested information.

Therefore:

(1) The Government is requesting the information called for in this RFP pursuant to the authority provided by Section 301(g) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

(2) Provisions of the information requested are entirely voluntary.

(3) The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

(4) Failure to provide any or all of the requested information may result in a less than adequate review.

(5) The information provided by you may be routinely disclosed for the following purposes:

-to the cognizant audit agency and the General Accounting Officer for auditing;
-to the Department of Justice as required for litigation;
-to respond to Congressional inquiries; and
-to qualified experts, not within the definition of Department employees for opinions as a part of the review process.

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

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

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

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

L.8 TECHNICAL PROPOSAL INSTRUCTIONS

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

a. Recommended Technical Proposal Format

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

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

(1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.

(2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.

(3) Introduction: This should be a one or two page summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.

(4) Technical Discussion: The offeror shall prepare a technical discussion which addresses evaluation criteria 1, 2, 3, 4, and 5 below. Evaluation criteria 6 and 7 are to be prepared in accordance with Sections L.9 and L.10. The offeror shall further state that no deviations or exceptions to the SOW are taken. The evaluation criteria are as follows:

1. Understanding the Problem
2. Technical Approach
3. Management Plan
4. Key Personnel
5. Facilities
6. Past Performance (See Section L.9)
7. Small Disadvantaged Business Participation Plan (See Section L.10)

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

A. Understanding the Problem

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

B. Technical Approach

1. Offeror shall submit a narrative that clearly addresses how it plans to develop, design, and implement the statement of work within the time constraints of the project. Within the content of the narrative, the Offeror shall also address plans for identifying, utilizing and monitoring consultants and subcontractors; generating clear, concise reports on project findings; and conducting quality assurance and problem area identification and resolution strategies. The Contractor shall describe their expertise in the area of patient safety and medical error research.

2. Offeror shall clearly demonstrate experience in and ability to (a) coordinate multiple research projects and programs; (b) conduct meetings, conference calls, and site visits; (c) provide technical assistance in the areas of data collection, instrumentation, data analysis, research methodology, metrics, implementation strategies, and evaluation approaches; (d) develop, implement, and maintain an effective website, ListServe, and e-mail; (e) disseminate research results and diffuse innovation; and (f) understand and be familiar with patient safety and medical error research.

3. The Offeror shall address the technical approach proposed for each task required by the Statement of Work.

C. Management Plan

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

1. Demonstrate corporate/organizational experience in managing projects of a similar size, complexity, and nature.

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

    a) labor skill mix determination (why Offeror chose the skill mix for this project);
    b) personnel selection and assignment (why Offeror chose an individual person for an individual job);
    c) the percentage of full time core personnel (if a ratio of less than seventy percent full time core staff to thirty percent consultants/subcontractors is proposed, Offeror shall provide a detailed explanation of how the proposed staffing plan ensures that the work is conducted by individuals with a mastery of the technical requirements of the Statement of Work).
    d) monitoring and control of services provided: technical quality, responsiveness, cost control, and effective and efficient resource utilization, compliance with technical requirement and contract provisions. Clearly show proposed system for quality control of work performed including documents to be produced, and proposed system for management control and contract provision compliance;
    e) managerial problems Offeror expects to encounter. Describe the methods Offeror proposes to solve these problems. Demonstrate ability and flexibility to rapidly solve the same or similar managerial problems encountered previously; and
    f) ability and flexibility to respond rapidly to changes in budget, priorities, and schedule.

3. Indicate clear lines of authority and delineation of staff responsibilities.

4. Describe the number of person hours for each task.

5. Provide an organizational chart and a Program Evaluation Review Technique (PERT) chart showing all tasks (staffing plan).

6. Describe coordination with proposed subcontractors/consultants, including monitoring their performance.

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

D. Key Personnel

The proposal shall specify the project team, including subcontractors and consultants. At a minimum, in this project, the Project Director, Project Manager (if used), and lead technical support for website and e.g., ListServ are classified as key personnel.

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

   The Project Manager, if used, should have, at a minimum, a masters degree in a health and human services-related specialty and not less than eight (8) years total work experience which includes: 1) at least five (5) years in the specialty services field; 2) knowledge of patient safety issues; and 3) demonstrated skills in organizing and monitoring complex research and development projects.

S Describe how the education and technical experience of the Project Director and the Project Manager relate to the SOW.

S Provide length and currency of the overall education of the Project Director and Project Manager.

S Describe the experience of the proposed Project Director and the Project Manager in managing the SOW and complex projects that contain such elements as large annual meetings; Steering Committees; conference calls; technical assistance in the areas of data collection and analysis, methodology, instrument development and selection, evaluation, and implementation strategies; patient safety and medical error research; electronic communications such as development, implementation, and support of a website and use of ListServ; site visits; dissemination of research findings; management; report development and production; and quality control. This description shall include at a minimum the size of projects managed, start-up time required, number of projects managed, problems encountered, and the resolution of those problems. Describe those projects currently managed. Describe how the management experience of the proposed Project Director and the Project Manager equip them to manage a staff which reflects the diversity of the SOW.

2. Offeror shall provide evidence of availability, qualifications, and demonstrated experience of lead technical support and others key to the successful operation of this project. They should possess the education, experience, and demonstrated skills to implement and maintain a complex coordinating center program focused on patient safety as identified in the bullets in item 1 above.

- Describe how the education and experience of the proposed personnel specifically relate to the SOW.

S Provide length and currency of the overall education of the proposed personnel.

S Describe the management experience of the personnel if they are to serve as team leaders including their experience in independent problem solving and conflict resolution, coordination, logistical support and facilitation of meetings with large numbers of attendees, providing technical assistance, site visits, website development and maintenance, and coordinating and editing the work of others in the production of extensive, complex reports. Describe those projects currently managed.

S Describe the ability of the lead technical support in electronic communications development, implementation, and support (e.g., ListServ, website development and maintenance, e-mail, web page development and support).

E. FACILITIES

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

L.9 Past Performance Information

Offerors shall submit the following information as part of their proposal for both the Offeror and proposed major subcontractors:

(1) A list of the last five (5) contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments, and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required for all key personnel. Include the following information for each contract and subcontract:

a: Name of contracting activity
b: Contract number
c: Contract type
d: Total contract value
e: Contract work
f: Contracting Officer and telephone number
g: Program Manager and telephone number
h: Administrative Contracting Officer, if different from item f, and telephone number
i: List of major subcontracts

(2) The Offeror may provide information on problems encountered on the contracts 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. General performance information will be obtained from the Offeror's references.**

(3) The Offeror may describe any quality awards or certifications that may indicate the Offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the organization (one division or the entire organization) 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 its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative rankings will be compared 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. References other than those identified by the Offeror may be contacted by the Government with the information received used in the evaluation of the Offeror's past performance.

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

Sharon Williams
Agency for Healthcare Research and Quality
Contracts Management Staff
2101 East Jefferson Street, Suite 502
Rockville, Maryland 20852

FAX: 301-443-7523

Evaluation forms must be received by **July 19, 2001** in order to be included in the review process. It is the responsibility of the offeror to ensure that these documents are forwarded to the Contracting Officer.

L.10 Small Disadvantaged Business Participation Plan

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

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

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

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones.

2. Specifically identify the SDB concerns with point of contact and phone number.

3. The complexity and variety of the work SDB concerns are to perform.

4. Realism for the use of SDB in the proposal.

5. Past performance of the Offeror in complying with subcontracting plans for SDB concerns.

6. Targets expressed as dollars and percentage of total contract value for each participating SDB; which will be incorporated into and become part of any resulting contract.

7. The extent of participation of SDB concerns in terms of the total acquisition.

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

L.11 BUSINESS PROPOSAL

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

A. Cost/Price Proposal

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

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

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

(a) Direct Labor

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

Salary increases that are anticipated during performance of a resultant contract should be proposed as a cost. If escalation is included, state the degree (percent) and methodology, e.g., annual flat rate applied to a base rate as of a specific date or a mid-pointed rate for the period of performance. State whether any additional direct labor (new hires) will be required during the performance period of this procurement. If so, state the number required and anticipated date of hire. Also, specify the month and day on which your fiscal year commences.

(b) Supplies and Equipment

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

(c) Travel

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

(d) Consultants

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

(e) Subcontractors

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

(f) Other Direct Costs

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

(g) Indirect Costs

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

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

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

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

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

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

The offeror understands that:

a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer. The plan will be incorporated into the contract.

b. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.

c. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.

d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

e. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.

f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses,** which shall include at least **5%** (as a percentage of total contract value for the base period) for **Small Disadvantaged Businesses,** at least **5%** (as a percentage of total contract value for the base period) for **Women-Owned Small Businesses**, and at least **2%** (as a percentage of total contract value for the base period) for **HUBZone Small Businesses** and at least 3% (as a percentage of total contract value) for **Veteran-Owned Small Businesses**. These goals represent AHRQ's expectation of the minimum level for subcontracting with small business at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation.

C. Other Administrative Data

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

Minimum Bid Acceptance Period (April 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 days.

(d) A bid allowing less than the Government's minimum acceptance period may be rejected.

(e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.

(2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.

(3) Property:

(a) It is DHHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment must be acquired, you shall include the description, estimated cost of each item and whether you will furnish such items with your own funds.

(b) You shall identify Government-owned property in your possession and/or property acquired from Federal funds to which you have title, that is proposed to be used in the performance of the prospective contract.

(c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.

(4) Royalties: You shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.

(5) Commitments: You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.

(6) Financial Capacity: You shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)

(7) Performance Capability: You shall provide acceptable evidence of your "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in your current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources, equipment, facilities, or personnel. In addition, you shall indicate your ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.

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

L.12 SELECTION OF OFFERORS

a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.

b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, small business plan analysis, etc.

c. The Contracting Officer will, in concert with program staff, evaluate past performance and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors and decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, Small Disadvantaged Business Participation Plan and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.

d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, small disadvantaged business utilization plan, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.

e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Selection of an offeror for contract award will be based on an evaluation of proposals against four factors and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The four factors are: technical, cost, past performance, and the small disadvantaged business (SDB) subcontracting plan. The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. Offerors that submit technically acceptable proposals will then be evaluated for past performance and for their Small Disadvantaged Business Subcontracting Plan. Following the evaluation of the offeror's past performance and Small Disadvantaged Business Participation Plan, a competitive range will be determined.

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

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION

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

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

Evaluation Criteria	**Weight**
A. Understanding the Problem	15

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

B. Technical Approach	30

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

C. Management Plan	20

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

D. Key Personnel	25

The background, skills, experience, and education of key personnel in the area of patient safety and research program coordination shall be evaluated. The background, skills, and experience of key personnel in the analysis of medical error, and patient safety text, shall be evaluated. Proposals will be evaluated on degree to which the Offeror is able to provide personnel possessing the qualifications listed in Section L.

E. Facilities	10

Proposals will be evaluated on the availability of adequate facilities, space, and equipment (e.g., computers, servers, word-processing, photocopying, facsimile) for accomplishing the project goals and objectives.

TOTAL POINTS BEFORE PAST PERFORMANCE	**100**

F. Past Performance 20

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

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

(a) Quality: How well the contractor conformed to the performance standard in providing the research services or achieved the stated objective of the contract or grant. Quality will be evaluated by the personnel provided, the level of effort agreed to in the contract statement of work or grant, and quality of final products (e.g., written reports).

(b) Timeliness: How well the contractor adheres to time-tables and delivery schedules in providing the research services or products. Consideration is given to contractor's effort to recommend and/or take corrective actions to keep the contract or grant on schedule.

(c) Customer-satisfaction: Rates the professional and cooperative behavior of the contractor or grantee with the client.

(d) Cost control: Rates the cost-effectiveness of the contractor or grantee in conducting the research.

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

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

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

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

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

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

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

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

G. Small Disadvantaged Business Participation Plan 5

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

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

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

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

Attachment 1

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-01-0007, entitled "Patient Safety Research Coordinating Center." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form. **This information is to be provided to Mrs. Sharon Williams, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing.** Please provide an honest assessment and return to AHRQ to the address shown below, no later than **July 19, 2001**. If you have any questions, please contact Mrs. Sharon Williams at (301) 594-7192.

Mrs. Sharon Williams
Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 502
Rockville, Maryland 20852

FAX: (301) 443-7523

NAME OF OFFEROR: _____

ADDRESS: _____

_____

_____

_____

Contractor Performance Form

1. Name of Contractor: _____

2. Address: _____
   _____
   _____
   _____
   _____

3. Contract/Grant Number: _____

4. Contract/Grant Value (Base Plus Options): _____

5. Contract/Grant Award Date: _____

6. Contract/Grant Completion Date: _____

7. Type of Contract/Grant: (Check all that apply) ( )FP ( )FPI
   ( ) Award Fee ( ) CPFF-Completion ( ) CPFF-Term ( ) CPIF ( ) CPAF
   ( ) IDIQ ( ) 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/adminis trative 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/adminis trative 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/adminis trative 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."

Attachment 2
DHHS SMALL, SMALL DISADVANTAGED, Woman, HUBZone , VETERAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN:_____

CONTRACTOR_____

ADDRESS: _____

_____

_____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

_____

TOTAL CONTRACT AMOUNT: $**_____ **$_____
Total contract or Base-Year, if options **Option #1 (if applicable)**

$** _____ **$_____ **$** _____
Option #2 (if applicable) **Option #3 (if applicable)** **Option #4 (if applicable)**

TOTAL MODIFICATION AMOUNT, IF APPLICABLE $ _____
TOTAL TASK ORDER AMOUNT, IF APPLICABLE $ _____

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

The following is a suggested model for use when developing subcontracting plans as required by P.L. 95-507 and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan
(Rev. October 2000)

1. Type of Plan (check one)

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

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

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

2. Goals

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

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is $ _____ (b + g = 100%)

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, Veteran, -owned): (% of "a")
$ _____ and _____% Federal Goal 23%

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") $ _____ and _____% Federal Goal 5%

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") $ _____ and _____% Federal Goal 5%

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a")
$ _____ and _____% Federal Goal 2%

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

g. Total estimated dollar and percent of planned subcontracting with AOTHER@ THAN SMALL BUSINESSES:
(% of "a") $ _____ and _____%

***Note:** **Service-disabled veteran goal should be included as part of veteran small business goal.**

Subcontracting Plan
(Rev. October 2000)

Provide a description of ALL the products and/or services, to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply).

Product/Service	Other	SB	SDB	WOSB	HUBZoneSB	Veteran

h. Provide a description of the method used to develop the subcontracting goals for small, small disadvantaged, woman-owned and HUBZone, veteran, and service-disabled veteran-owned small business concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small business concerns were determined and how the capabilities of these concerns were considered for subcontract opportunities. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

i. Indirect costs have ____ have not____ been included in the dollar and percentage subcontracting goals above (check one).

j. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small business concerns.

Subcontracting Plan
(Rev. October 2000)

3. Program Administrator :

NAME/TITLE: _____
ADDRESS: _____
TELEPHONE/E-MAIL: _____

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

a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.

b. Developing and maintaining bidder source lists of small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small business concerns from all possible sources;

c. Ensuring periodic rotation of potential subcontractors on bidder's lists;

d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small businesses;

e. Accessing various sources for the identification of small, small disadvantaged, woman-owned and HUBZone, veteran, and service-disabled veteran-owned small business concerns to include the SBA's PRO-"Net" System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;

f. Establishing and maintaining contract and subcontract award records;

g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;

h. Ensuring that small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;

i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;

j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;

k. Preparing, and submitting timely, required subcontract reports;

l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and

m. Other duties:_____

4. Equitable Opportunity

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

a. Outreach efforts to obtain sources:

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

b. Internal efforts to guide and encourage purchasing personnel:

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

c. Additional efforts: _____

5. Flow Down Clause

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

6. Reporting and Cooperation

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

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

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

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

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

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

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

7. Record keeping

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

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

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

c. On a contract-by-contract basis, records on all subcontract solicitations over $100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and, if not, why not; (2) whether HUBZone small business concerns were solicited, if not, why not; (3) whether small disadvantage business concerns were solicited, if not, why not; (4) whether woman-owned small business concerns were solicited, and if not, why not; (5) whether veteran or service-disabled veteran-owned small business concerns were solicited, and if not, why not; and (6) the reason for the failure of solicited small, disadvantaged, woman, HUBZone, veteran, and service-disabled veteran-owned small business concerns to receive the subcontract award;

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

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

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

g. Additional records: _____

SIGNATURE PAGE

(applies to Master or Commercial type plans)

This master or commercial type subcontracting plan is submitted by:

Contractor: _____

Contractor Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

And Is Accepted By:

Agency:_____

Contracting Officer Signature:_____

Typed Name: _____

Date: _____

Subcontracting Plan
(Rev. October 2000)

ATTACHMENT 3

PROPOSAL INTENT RESPONSE SHEET

RFP No. AHRQ-01-0007

Please review the attached request for proposal. Furnish the information requested below and return this page by July 2, 2001. Your expression of intent is not binding but will greatly assist us in planning for the proposal evaluation.

[ ] INTEND TO SUBMIT A PROPOSAL

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

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

Please return to:

Sharon Williams
Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 502
Rockville, Maryland 20852

ATTACHMENT 4 **0348-0046**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. Initial award c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report_____
4. Name and Address of Reporting Entity: G Prime G Subawardee Tier_____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: $
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s)		b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):

$_____ G actual G planned

12. Form of Payment (check all that apply):

G a. cash

G b. in-kind; specify: nature_____
value_____

13. Type of Payment (check all that apply):

G a. retainer

G b. one-time fee

G c. commission

G d. contingent fee

G e. deferred

G f. other; specify:
_____

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

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

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

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

Signature:_____
_____

Print Name:_____
___

Title:_____
_____

Telephone No.:_____Date:_____

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Standard Form--LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity:_____ **Page** _____ **of** ____

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Standard Form--LLL-A

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material 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.

ATTACHMENT 5

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

INSTRUCTIONS FOR USE OF THE FORMAT

1. **Refer to Business Proposal Instructions, Section L of this solicitation. The Instructions contain the requirements for proper submission of cost/price data which must be adhered to.**

2. **This sample format has been prepared as a universal guideline for all solicitations. It may require amending to meet the specific requirements of this solicitation. For example, this solicitation may require the submission of cost/price data for three years listed on this form. (See Section L, Instructions, Conditions and Notices to Offerors, for the estimated duration of this project.) If this solicitation is phased, identify each phase in addition to each year. Total each year, phase, and sub-element.**

3. **This format must be used to submit the breakdown of all proposed estimated cost elements. List each cost element and sub-element for direct costs, indirect costs and fee, if applicable. In addition, provide detailed calculations for all items. For example:**

   a. **For all personnel, list the name, title, rate per hour and number of hours proposed. If a pool of personnel is proposed, list the composition of the pool and how the cost proposed was calculated. List the factor used for prorating Year One and the escalation rate applied between years.**

      Offeror's proposal should be stated in the same terms as will be used to account for and record direct labor under a contract (i.e. percentage of effort is used for most faculty and professional employees at educational institutions). If percentages of effort are used, the basis to which such percentages are applied must also be submitted by the offeror. The attached format should be revised to accommodate direct labor proposed as a percentage of effort.

   b. **For all materials, supplies, and other direct costs, list all unit prices, etc., to detail how the calculations were made.**

   c. **For all indirect costs, list the rates applied and the base the rate is applied to.**

   d. **For all travel, list the specifics for each trip.**

   e. **For any subcontract proposed, submit a separate breakdown format.**

   f. **Justification for the need of some cost elements may be listed as an attachment, i.e., special equipment, above average consultant fees, etc.**

4. **If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.**

RFP Number: _____
Organization: _____
Date: _____

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

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