

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

Request for Proposal
No. AHRQ-03-0002

Date Issued: **January 29, 2003**
Date Questions Due: **February 14, 2003**
Date Notice of Intent Due: **February 21, 2003**
Date Proposals Due: **March 4, 2003, 2:00 pm**

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-03-0002, entitled "AHRQ Publications Clearinghouse." Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

THIS PROCUREMENT IS A SMALL BUSINESS SET ASIDE. THE AWARD FROM THIS SOLICITATION WILL BE A PERFORMANCE-BASED, COST PLUS AWARD FEE TYPE CONTRACT, WHICH WILL INCLUDE MONETARY INCENTIVES.

The North American Industry Classification System (NAICS) code that best describes this requirement is 561110. The small business size standard is \$6 million.

If you intend to submit a proposal in response to this solicitation, please inform the Contracting Officer of your intent by completing the Proposal Intent Response Sheet (attached to this solicitation) and send it to the Contracting Officer by no later than February 21, 2003. You may send it to the address below or fax it to 301-443-7523.

It is your responsibility to monitor the web site where the RFP will be posted to learn about any amendments to the solicitation. The RFP and any amendments will be posted on two web sites. One is the Federal Business Opportunities web site: www.fedbizopps.gov and the other is AHRQ's web site: www.ahrq.gov/fund/contraix.htm.

Offerors shall submit the following:

- A. Technical Proposal (See Section L.8) **Original and 9 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 4 copies**

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. However, lengthy proposals and voluminous appendices are neither needed nor desired as they are difficult to read and evaluate.

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. Proposals should include fax numbers and e-mail addresses for points of contact.

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 **February 14, 2003** (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.

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **2:00 p.m.**, local time, on **March 4, 2003**. Please mail your proposal to the following address:

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

Hand carried proposals may be dropped off at the above location, at Room 5E117. The Division of Contracts Management offices are located in Suite 502 in the East Wing of the 5th Floor. It is your responsibility to ensure that your proposal is received by the due date and time and at the specified location. Allow sufficient time for parking and locating the correct office.

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, or e-mail at swilliam@ahrq.gov.

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SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

“AHRQ Publications Clearinghouse.” See Section C for a complete description.

B.2. ESTIMATED COST AND FEE

- a. The estimated cost (exclusive of fees) for performance of the work under this five-year contract, including direct and indirect costs is \$ (TO BE NEGOTIATED)
- b. The fixed fee for this contract is \$(TO BE NEGOTIATED). The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. Payment shall be subject to the withholding provisions of the Clauses ALLOWABLE COST AND PAYMENT and FIXED FEE incorporated herein.
- c. The maximum amount of award fee that may be earned for this contract is \$(TO BE NEGOTIATED). Award fee earned shall be based upon an evaluation and determination by the Government as to the Contractor's level of performance in accordance with the following procedures:
 - (1) The Contractor's performance shall be evaluated on a semi-annual basis, during the period of the contract. The award periods and maximum amounts for each are listed in Section H, Special Contract Requirements, H.1 Performance Evaluation and Award Fee.
 - (2) The criteria set forth in the Performance Requirements Summary, Attachment 1, shall be used to evaluate the Contractor's performance.
 - (3) The Contractor further agrees that the final determination as to the amount of Award Fee earned will be made by the Contracting Officer, taking into consideration an analysis and evaluation of the Contractor's performance made by the Evaluation Group described in Section H.1., and shall not be subject to the terms of the “Disputes” clause of this contract. The Contractor shall be advised in writing of the decision setting forth reasons why the Award Fee was earned or why it was not earned, in order that the Contractor may improve its performance during the next six (6) month period, if the latter is applicable.
 - (4) Notwithstanding any other provisions of this contract, the fee for performing this contract shall not exceed the statutory limitations prescribed in the first sentence of Section 304(b) of the Federal Property and Administrative Services Act (41 USC 254(b)) for services other than research, development or experimental work.

(5) Authorization to claim and be reimbursed for award fee under this contract will be accomplished by a signed Contracting Officer's Authorization (COA) letter, issued when the award fee is determined to be due. The COA letter shall set forth the amount of award fee to be paid and shall indicate the performance period evaluated. Upon receipt of the COA letter, the Contractor may submit a public voucher for payment of the total award fee earned for the period evaluated. Payment of the award fee shall be subject to the withholding provision of the clause entitled "Fixed Fee."

d. The Government's maximum obligation, represented by the sum of the estimated cost plus the fixed fee and the total award fee obtainable for the contract period is as follows:

(TO BE NEGOTIATED)

Period of Performance	Estimated Cost	Fixed Fee	Maximum Award Fee	Total Estimated Cost Plus all Fees
Year 1 (5/1/03-4/30/04)				
Year 2 (5/1/04-4/30/05)				
Year 3 (5/1/05-4/30/06)				
Year 4 (5/1/06-4/30/07)				
Year 5 (5/1/07-4/30/08)				
TOTAL				

f. Total funds currently available for payment and allotted to this contract are \$(TO BE NEGOTIATED) of which \$(TO BE NEGOTIATED) represents the estimated cost, and of which \$(TO BE NEGOTIATED) represents the fixed fee and \$(TO BE NEGOTIATED) represents the award fee pool.

g. It is estimated that the amount currently allotted will cover performance of the contract through (TO BE NEGOTIATED).

h. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor. For further provisions on funding, see the LIMITATION OF COST/LIMITATION OF FUNDS and the ALLOWABLE COST AND PAYMENT (AND FIXED FEE) clauses incorporated into this 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) Information Technology 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

1 **Background**

- 1.1 The Public Health Service Act was amended in 1989 to add Title IX, which provided for the

establishment of the Agency for Health Care Policy and Research (AHCPR). On December 6, 1999, AHCPR was reauthorized, and the agency name was changed to the Agency for Healthcare Research and Quality (AHRQ). Pursuant to the requirements of this legislation, AHRQ is charged with enhancing "... the quality, appropriateness, and effectiveness of health care services and access to such services, through the establishment of a broad base of scientific research and through the promotion of improvements in clinical practice and in the organization, financing, and delivery of health care services."

1.2 AHRQ has two principal responsibilities:

- To conduct and sponsor research which develops information that can be used by decision makers in the public and private sectors; and
- To ensure that information resulting from its research, demonstration, and evaluation activities is disseminated rapidly, widely, and in a readily usable form.

1.3 AHRQ also is authorized to facilitate the development of consumer guides and related literature to help health care practitioners and consumers make informed decisions about preventing, diagnosing, managing, and/or treating certain medical conditions. These and other AHRQ activities contribute to the Nation's efforts to reform its health care system, thereby focusing increasing attention on this relatively new Department of Health and Human Services (DHHS) agency.

1.4 AHRQ is required by law to ensure that information resulting from its research and other activities is disseminated rapidly, widely, and in a readily useable form.

1.5 The Office of Health Care Information (OHCI) is responsible for producing, publicizing, and disseminating AHRQ publications (including consumer guides), a monthly report entitled Research Activities, research reports, research highlights, fact sheets, and other publications. Approximately 125 publications are developed and marketed each year, including an undetermined number of consumer guides.

1.6 OHCI makes the public aware of the availability of new AHRQ publications through Research Activities, press releases, media outreach, direct mail campaigns, exhibits, publications catalogs, and bibliographies, and through publicizing the AHRQ Publications Clearinghouse. As a result of these marketing efforts, the Clearinghouse has disseminated more than 32 million copies of AHRQ publications since it was established in 1991.

1.7 Under the existing contract, the Clearinghouse operates 24 toll-free telephone lines from 9 a.m. to 5 p.m. eastern time Monday-Friday, with a base staffing level of eight full-time inquiry specialists. The hours of operation are expanded to 8:30 a.m. through 9 p.m., with as many as 24 full-time inquiry specialists immediately following the release of a consumer guide announced during a national campaign. A maximum of 45,000 calls and 50,000 letters can be handled each month. As the public, practitioners, and policymakers become more familiar with AHRQ and its programs, a corresponding increase in the demands being placed on Clearinghouse resources is anticipated.

1.8 AHRQ periodically launches special marketing campaigns, associated with the release of new consumer guides, special consumer publications, or major research findings. Another type of special campaign is the marketing of consumer guides through nationally syndicated columns such as "Dear Abby." Experience has shown that Clearinghouse resource levels

are severely challenged during special marketing efforts.

- 1.9 With the number of special campaigns and routine inquiries on the rise, a Clearinghouse with state-of-the-art, dynamic, interactive technology is needed to ensure effective dissemination of all AHRQ publications to the Agency's many constituencies.
- 1.10 The new Clearinghouse shall be capable of handling a sustained demand of up to 25,000 calls and 25,000 letters (normal peak levels) per month. To make phone ordering easier, the Government-provided "800" telephone service will support 24 channels and shall be staffed according to call volume (demand). The 24 channels will be delivered to the Clearinghouse site via an FTS2000 T1 connection. The Government is responsible for installation of the T1 line to the exterior of the Contractor's facility (termination point). A call blocking feature provided by the Government shall be used to busy out unnecessary lines as a result of low demand. To make it more convenient for the Clearinghouse's customers, the normal hours of staffed operation (9 a.m. to 5 p.m.) shall be expandable to 9 a.m. through 9 p.m., Monday through Friday, with an automated (ordering) call processing capability used during non-staffed hours of operations (normally 5 p.m. to 9 a.m., Monday through Friday, and around the clock on non-business days including Saturdays, Sundays and Federal holidays).
- 1.11 An automated call processing technology, provided by the Government, will streamline the telephone ordering process. A scripted automated voice provided by the Contractor shall greet and assist callers in making their requests. Callers unable to follow the automated call process shall be directed to call back during normal hours of operation (9 a.m. to 5 p.m., Monday through Friday, eastern time) for an inquiry specialist to assist in the ordering process.
- 1.12 Additional inquiry specialists may be required to transcribe the automated orders received via the interactive voice network. A minimum of six inquiry specialists shall be available during the hours of 9 a.m. to 5 p.m. to handle telephone and mail inquiries. (At least two inquiry specialists should be fluent in Spanish.) The Clearinghouse shall also have the capability of receiving orders for publications via facsimile and computer (through an AHRQ e-mail account or via the AHRQ Web site).
- 1.13 The Government Project Officer currently has instant electronic access to all functions of the Clearinghouse automated mailing/inventory control system. The Contractor shall ensure that the Project Officer retains this instant access, including access to any upgrades that may be necessary in performing this contract. The Agency operates a Novell Local Area Network (LAN) with Microsoft Outlook.

2. Contract Purpose

The purpose of this contract is to continue the operations of a Publications Clearinghouse for the storage and distribution (fulfillment) of AHRQ publications; to maintain and manage AHRQ's automated mailing/inventory control system; and to manage the storage and shipping of AHRQ exhibits.

3. Work Statement

3.1 Independently, and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, supplies, facilities, and other resources not otherwise provided by the Government (see Attachment 2) to establish and maintain the next-generation AHRQ Publications Clearinghouse.

3.2 The major tasks required for the operation of the Clearinghouse are outlined as follows:

- Task 1- Update and Maintain Clearinghouse Facility and Automated Mailing/Inventory Control System.
- Task 2- Respond to Telephone, Mail, Facsimile and Electronic Inquiries.
- Task 3- Perform Direct Mailings of Selected Clearinghouse Publications.
- Task 4- Provide Financial Management Services.
- Task 5- Provide Exhibit Services.
- Task 6- Provide Publication Storage, Distribution and Inventory Control.
- Task 7- Provide Courier/Delivery Services.
- Task 8- Provide Reports of Activities.
- Task 9- Provide Planning and Management Services.
- Task 10- Provide Transition Support.

Tasks 1-9 are to be performed during each year of the contract.

3.3 A description of the above tasks and accompanying subtasks is presented below.

TASK 1- UPDATE AND MAINTAIN CLEARINGHOUSE FACILITY AND AUTOMATED MAILING/INVENTORY CONTROL SYSTEM

Subtask 1.1- Provide and Maintain Staff, Facilities and Equipment

The Contractor shall provide and maintain staff, facilities, and equipment (other than equipment provided by the Government) for all Clearinghouse operations. Facilities shall be within the Washington, D.C. metropolitan dialing area to provide for consultation and coordination within 1.5 hours in all matters related to the operation of the Clearinghouse. The location of the current Clearinghouse facility is in Columbia, Maryland.

As indicated in the Background Statement, the Government will provide an "800" telephone service, which will support 24 channels, delivered to the Clearinghouse site via an FTS2000 T1 connection. The Government will also provide an automated telephone call processing technology to facilitate the ordering of publications during regular and non-business hours. The Contractor shall provide trained staff to utilize this service.

The Contractor shall provide trained staff to handle both normal and peak levels of customer inquiries, including those resulting from special marketing campaigns. (See Task 2 below.)

Subtask 1.2- Maintain and Utilize Automated Mailing/Inventory Control System

The Clearinghouse currently utilizes an automated mailing/inventory control system developed by AHRQ. This Oracle-based system provides capabilities and information to support the full range of Clearinghouse operations. Such information includes, but is not limited to, inventory of in-stock publications; names and addresses of persons who have requested publications; sources of referral (such as radio or newspaper) for each requester; names and addresses of persons who have asked to be on certain mailing lists; names and addresses of persons requesting publications that are not yet available; standard mailing lists; and special mailing lists provided by other Government agencies and private organizations.

The Contractor shall be required to use this system to support all Clearinghouse operations. This includes, but is not limited to, entering all information in a timely manner, querying the system for relevant information, and generating standard and ad-hoc reports requested by the Project Officer. AHRQ is currently developing upgrades to the system. AHRQ will provide all updates to the Contractor. The Contractor shall train its staff to be fully capable in the use of the system, including all upgrades. In addition, the Contractor is expected to provide recommendations, as appropriate, to the Project Officer on potential changes in the system to improve the operation of the Clearinghouse.

A further description of the use of the system on Clearinghouse operations is provided in the task descriptions that follow.

Subtask 1.3- Maintain and Update Mailing Lists

The Contractor shall maintain and update AHRQ's current automated mailing lists (approximately 45,000 names) and establish new mailing lists as required. The mailing lists are maintained in the automated mailing/inventory control system described above. Mailing lists and/or pressure-sensitive labels shall be available for the exclusive use of AHRQ. The Contractor shall provide these lists and labels to the Project Officer upon request- within 24 hours if necessary.

Mailing list files maintained by the Contractor shall comprise (1) a file of individuals who have asked to be placed on the Clearinghouse mailing list; and (2) files of special mailing keys for the AHRQ/OHCI Public Affairs Program (PAP). The files shall be used for the following purposes: storing addresses; generating labels by different data fields; publications inventory control; and report generation. Periodically, the current interest and descriptor keys may need to be changed.

The Contractor shall print a separate mailing list monthly to support the mailing of Research Activities, the Agency's primary research promotion publication. The Contractor shall also produce customized mailing lists requested by the Project Officer on an unscheduled, frequent basis to support targeted mailings.

Mailing lists shall be updated on a continuing basis, based on inquiries from Clearinghouse customers as well as requests of the Project Officer. All changes, additions, or deletions to

the mailing lists are expected to be made on a daily basis, but no later than a week of the request. The Contractor shall verify the lists for address accuracy on a semi-annual basis.

Labels shall be generated, as specified by the Project Officer, in either perfectly aligned, 3-across, 11-down Cheshire format or in pressure-sensitive format. The Contractor may be required to deliver the labels to the Public Affairs Program or use them for direct mail tasks. Labels produced for delivery to the Public Affairs Program shall be given to the Project Officer within 3 working days of receipt of the label order.

The Contractor shall also be required to purchase, under the contract, various other mailing lists. The lists would be purchased from outside organizations or from mail list organizations. Such lists would be provided by these organizations in label format (one time use) or on disk (repeated use). The Contractor shall investigate ways of obtaining these labels. This could entail checking organizations on the Internet, calling various organizations, or using information currently available.

The Contractor shall conduct periodic purges of the mailing lists, as specified by the Project Officer.

TASK 2- RESPOND TO TELEPHONE, MAIL, FACSIMILE AND ELECTRONIC INQUIRIES FOR AHRQ PUBLICATIONS

Telephone and mail inquiries are the predominant methods of requesting Clearinghouse publications. The volume of letters and telephone inquiries is expected to vary widely, particularly as special marketing projects are launched. It is estimated that the Clearinghouse shall typically handle 4,000 to 25,000 telephone inquiries and 2,000 to 25,000 mail inquiries per month. The above telephone and mail volumes can increase substantially during a "special campaign" similar to "Dear Abby." For example, a total of 100,000 mail requests over a 2 week period is anticipated during a special campaign. The Project Officer will provide the Contractor at least a week's prior notice prior to all special campaigns.

Subtask 2.1- Respond to Telephone Inquiries

As indicated in the Background Statement, telephone calls will come to the Clearinghouse via a Government provided 24 channel T1 on 800-358-9295. An interactive voice network using automated call processing technology, provided by the Government, shall be used by the Contractor to greet and assist callers in making their requests. The Contractor must provide sufficient staff to handle the following volume:

- A typical range of 4,000 to 25,000 telephone inquiries/month.
- A maximum of 45,000 telephone inquiries/week during special marketing campaigns.

During the hours of 9 a.m. to 5 p.m., Monday through Friday, a minimum of six full-time inquiry specialists shall be required to augment the interactive voice network to assist callers. (At least two inquiry specialists should be fluent in Spanish.) A call blocking feature, provided by the Government, shall be used to busy out unnecessary lines as a result of low demand. When call volume warrants, e.g., following the release of a consumer guide and during other special campaigns, all 24 channels (lines) may be required to be staffed by full-time inquiry specialists.

Using the automated mailing/inventory control system, the Contractor shall fill all telephone inquiries requesting AHRQ publications- usually requested by publication number, title, subject matter, or first author. The automated mailing/inventory control system has the capacity to search the AHRQ publication inventory by subject matter/keyword, as well as by title, author, publication number, National Technical Information Service (NTIS) access PB number, and year published.

Upon receipt of an inquiry, the Contractor shall search the automated mailing/inventory control system for the requester and, when necessary, update or otherwise modify (e.g., delete duplicate entries) information in the system. When the Contractor finds a requester's name in the system and ascertains that the mailing address matches that of the requester, the mailing list number shall be obtained . The Contractor shall then use the system to print pressure-sensitive mailing address labels for the inquiries filled. When the Contractor must type pressure-sensitive mailing labels, each label shall follow formats established by the Project Officer.

The Contractor shall also use the system to produce packing slips informing the requester of the status of the publications order.

This above process is for responding to orders for AHRQ publications and general inquiries on the services of the Agency. Calls requiring AHRQ action (calls not serviceable by the Clearinghouse), shall be routed to the Project Officer via e-mail on the date of receipt.

The Contractor shall have a maximum of 5 working days from the date of receipt of orders via the 800 telephone service to process and mail requested publications. (Note that all references to turnaround time in this contract exclude weekends and official Federal Government holidays.)

Subtask 2.2- Respond to TDD Hearing Impaired Inquiries

Telephone calls from hearing impaired customers will come to the Clearinghouse via a Government provided toll-free number (888-586-6340) over the same 24 channel T1 line. The Government will provide the TDD device to support this requirement. As for the typical telephone inquiries, all TDD inquiries shall be fulfilled within 5 working days of receipt. The process described above for responding to regular telephone inquiries shall be followed.

Subtask 2.3- Respond to Mail Inquiries

Incoming and returned mail for the Clearinghouse is currently delivered to the following address: AHRQ Publications Clearinghouse, P.O. Box 8547, Silver Spring, MD 20907. The Contractor shall make arrangements to continue leasing of a Post Office box. Arrangements shall be coordinated with the Project Officer.

As indicated earlier, the Contractor must be able to handle the following mail volume:

- A typical range of 2,000 to 25,000 mail inquiries/month.
- A maximum of 50,000 requests/week during a special marketing campaign.

The Contractor shall open all incoming mail, staple the envelope to the back of the letter, and stamp the date of receipt and date of completion on the face of the letter.

Most Clearinghouse publications are provided at no charge to the customer. For such publications, all mail containing monetary payments of any kind shall be logged in and then returned to the sender within 5 working days.

For publications which are not free, the Government can only accept payment by credit card, check, money order or purchase order. For these publications, all mail containing cash or any form of pre-paid postage shall be logged in and returned to the sender as indicated above.

As for telephone inquiries, all mail inquiries shall be fulfilled within 5 working days of receipt. The process described above for responding to telephone inquiries shall be followed.

Subtask 2.4- Respond to Facsimile and Electronic Inquiries

The Contractor shall also respond to inquiries for publications that come via facsimile or electronically. Electronic requests may come directly to the Clearinghouse email address, or via the AHRQ Web site. The requirements and procedures for responding to these requests are similar to the procedures for telephone and mail inquiries.

Subtask 2.5- Maintain Inquiry Log

For all inquiries, regardless of source, the Contractor shall maintain an inquiry log in the automated mailing/inventory control system. The inquiry log shall include, at a minimum, the following information: (1) type of requester (e.g., patient, public, health professional, researcher); (2) referral source (such as radio or newspaper) for each requester; (3) requester's geographic location; (4) nature of the inquiry; (5) method of response (e.g., publications sent, information provided by phone); (6) type of request (phone, mail, fax or electronic); and (7) dates of inquiry receipt and response. The Contractor shall use the information in the log to conduct analyses and prepare reports as requested by the Project Officer.

Subtask 2.6- Provide Standard Responses to Inquiries

The Contractor shall fulfill inquiries by sending one or more publications with a transmittal form. A set of standard responses will be provided by the Project Officer. As changes occur and new standard responses are needed, the Contractor shall compose revisions and new transmittal forms and submit them to the Project Officer for approval.

Occasionally, customers may request information on publications and activities of other health-related organizations. The Project Officer will provide the Contractor an automated file of potential resource organizations for inquiries seeking additional information in specific areas. Resource organizations are defined here as voluntary organizations; health and research institutions; State, territorial, and local health departments; libraries; other clearinghouses; and Government agencies that provide health information. This file shall be maintained and updated by the Contractor, as required, and shall include name, address, phone number, and a brief functional description of each resource organization.

Standard responses such as those described above apply to the great majority of inquiries.

Subtask 2.7- Provide Non-Standard Responses to Inquiries

The Contractor shall refer all inquiries requiring a substantive response to the Project Officer. In general, such requests will be for publications not produced by AHRQ (and not known to be provided by one or more of the resource organizations maintained in the list described above), publications that the Clearinghouse does not store, publications that cannot be identified, and inquiries concerning AHRQ programmatic matters. All referrals shall be sent to the Project Officer within 24 hours of receipt. The estimated number of such inquiries is about five per week, although this can vary widely.

TASK 3- PERFORM DIRECT MAILINGS OF SELECTED PUBLICATIONS

The Contractor shall perform approximately 100 direct, or targeted, mailings of individual new publications or publication kits during each year of the contract. The Project Officer will furnish the mailing lists or direct the Contractor to produce labels from keys in the system. These keys include: interest descriptor, requester identification number, name, title, organization, or domestic or foreign address. The number of publications sent in each such mailing will vary with the audience targeted. For estimating purposes, an average volume of 5,000 publications per mailing shall be used. The Contractor shall assemble and mail publications and accompanying letters or other inserts in accordance with models furnished by the Project Officer.

The turn-around time for producing labels, assembling the materials, and mailing same for the direct mailings depends on the number of addresses and number of publications sent. This time will be established by the Project Officer in consultation with the Contractor. Lower-volume mailings may have to be completed within 24 hours. In no case shall a direct mailing take longer than 5 working days to complete.

TASK 4- PROVIDE FINANCIAL MANAGEMENT SERVICES

Subtask 4.1 - Operate Cost Recovery System

The Contractor shall manage and operate a cost recovery system. This involves the processing of credit card orders for publications offered for sale by the Agency through a credit card authorization service. Contractor staff will need to be trained on the use of a Government owned computer software package for processing such orders. Checks and purchase orders will also be accepted in payment for these publications. All orders shall be tracked separately from other AHRQ publications in the automated mailing/inventory control system. All credit card numbers shall be kept strictly confidential and destroyed after verification by the credit card service.

Subtask 4.2 - Maintain PPIP Bank Account

The Contractor shall maintain a "Put Prevention Into Practice" (PPIP) bank account. Funds collected from the cost recovery operation (Subtask 4.1) shall be deposited into this account. The Contractor will be given authorization to withdraw funds from this account, in accordance with directions from the Contracting Officer, to be used as a partial reimbursement of the operating costs of the Clearinghouse.

TASK 5- PROVIDE EXHIBIT SERVICES

The Contractor shall store AHRQ exhibits and exhibit art, ship same to destinations specified by the Project Officer, and place them back into storage when they are returned. Shipments must be timely with strict adherence to pick-up and delivery dates. Exhibits and exhibit art shall be inventoried and labeled by the Contractor with assistance from the AHRQ Division of Printing and Electronic Publishing (DPEP) for easy identification. Thereafter, each time exhibit cases are returned to the Clearinghouse from a meeting, the Contractor shall check the cases to ensure that the contents conform to the inventory label.

The current exhibit inventory consists of 21 portable exhibits housed in containers measuring approximately 3'x6'x4' packed. The Contractor shall have available space measuring at least 35'x20' in or next to the exhibit storage area, so that AHRQ/DPEP staff, assisted by the Contractor, can set up exhibits when necessary. AHRQ expects to support an estimated 22 to 25 exhibits annually.

TASK 6- PROVIDE PUBLICATION STORAGE, DISTRIBUTION, AND INVENTORY CONTROL

Subtask 6.1- Provide Secure Storage for Clearinghouse Publications

The Contractor shall receive, and provide secure storage for, all Clearinghouse publications and other materials. This includes storage and maintenance of all inquiry/response records after entry and fulfillment. Although the number of titles and inventory of each title are expected to vary over the period of the contract, the expected quantity of materials at the start of the contract is estimated at 1,580 titles for a total of 4.8 million publications of varying sizes.

The Contractor shall inventory, organize, and store AHRQ's publications by OM, PHS , AHCP, APPIP and AHRQ numbers. The Contractor must provide adequate space to store the present supply of approximately 1,580 titles and 4.8 million copies, as well as additional publications that will be produced by AHRQ during the life of the contract. AHRQ estimates it will publish 50 new titles and a total of two million copies each year of the contract. Approximately 75 percent, or 1.5 million copies, of these new publications will be shipped directly to the Contractor for storage.

Although the dimensions and number of pages of AHRQ publications vary, most measure 8-1/2" by 11" and average 16 pages in length.

Subtask 6.2- Maintain and Use the Automated Mailing/Inventory Control System for Warehouse Operations

The Contractor shall maintain and use the automated mailing/inventory control system to order, receive, maintain, ship, account for, and manage the Clearinghouse's inventory of publications, and to maintain accurate information on stocks, flow, and future needs for publications.

As indicated in Subtask 2.1, the system has the capacity to search the AHRQ publication inventory by subject matter/keyword, as well as by title, author, publication number, National Technical Information Service (NTIS) access PB number, and year published. As new publications are received, the Contractor shall enter into the system similar information as provided by the Project Officer.

As indicated in Task 1, the Contractor shall provide recommendations, as appropriate, to the Project Officer on potential changes to the system to improve the ordering, receipt, storage, distribution and inventory control of publications.

Subtask 6.3- Perform Receipt of Publications

The Contractor shall verify the identity and quantity of each shipment of publications upon receipt, and shall enter the information into the automated mailing/inventory control system. Discrepancies between the number of publications expected and the actual shipment received shall be reported to the Project Officer within 24 hrs. The Contractor shall verify all delivery orders and indicate any discrepancies on the delivery order at the time of delivery.

The Contractor shall be required to unload shipments of publications delivered to its facility. Because large quantities of publications may be delivered at one time, the Contractor will need appropriate equipment and personnel for unloading and storing publications upon receipt.

Subtask 6.4- Perform Distribution of Publications

As indicated in Task 2, the Contractor shall fill both bulk and individual publication orders within 5 working days of receipt of the request, unless otherwise approved by the Project Officer. (Note that longer times are relatively rare, and may be due to such factors as a delay in the expected delivery of an updated publication.)

The Contractor shall prepare all orders for mailing, to include metering for postage. Unless otherwise specified by the Project Officer, the Contractor shall use the most economical mailing services (e.g., freight services, bulk U.S. Postal Service mail, bulk UPS parcel service). Express mail shall be used only with approval of the Project Officer, or if paid for by the recipient.

The Project Officer will furnish the Contractor with U.S. Government franked, penalty envelopes and padded envelopes needed to mail multiple copies of publications to requesters, or to mail publications that do not include the indicia and a space to affix a gummed label. In all other cases, single copies of publications requested by the public shall be mailed with pressure-sensitive labels generated from the automated mailing lists or furnished by the Project Officer.

Approximately 90 percent of the costs of mailing and shipping incurred by contract activities will be paid for directly by the Government. The Contractor will be provided with the appropriate AHRQ accounting codes for the billing of postage and UPS costs to the Agency, and shall work with the USPS and UPS to ensure that all regulations are met and that mail is distributed in the most cost-effective manner. Outgoing mail shall be delivered to the nearest U.S. Postal Service mail processing facility in proximity to the Clearinghouse.

The other approximately ten percent of the mailing and shipping costs (e.g., for Federal

Express) shall be paid by the Contractor and be reimbursed under the contract by the Government.

Subtask 6.5- Perform Inventory Control of Publications

The Contractor shall notify the Project Officer promptly (i.e., within 24 hours) when the inventory levels fall below levels set by the Project Officer. The Contractor also shall remove publications from inventory at the request of the Project Officer and dispose of the copies. In addition, the Contractor shall place back into storage publications shipped back from conferences or other sites.

Subtask 6.6- Provide Limited Reproduction Services

The Contractor shall provide limited reproduction of various AHRQ fact sheets and press kit materials to maintain sufficient stock to respond to fulfillment requests when stocks are depleted earlier than anticipated. It is estimated that no more than 50 such reproduction jobs will be required on an annual basis. Local reproduction jobs will range from two to ten pages in length in quantities of 50 to 300.

TASK 7- PROVIDE COURIER/DELIVERY SERVICES

The Contractor shall provide daily courier/delivery service between the Contractor's facilities and AHRQ, on a schedule agreed to by the Project Officer. Transportation and equipment (e.g., hand truck) for the courier shall be provided by the Contractor.

The courier shall pick up and deliver boxes and exhibits in addition to correspondence and reports. The courier shall also pick up and deliver at other DHHS offices and other D.C. metro sites. The Contractor shall pick up and/or deliver material to AHRQ in Rockville, Maryland on a daily basis and provide special pick up and delivery services upon request by the Project Officer.

TASK 8- PROVIDE REPORTS OF ACTIVITIES

The Contractor shall prepare and submit several reports of project activities, as outlined below.

Subtask 8.1- Prepare Weekly Activity Reports

This report shall recap the Clearinghouse's efforts for the previous week and include:

- Telephone Inquiry Activity
- Mail Inquiry Activity
- Electronic and Fax Inquiry Activity
- Fulfillment Activity (i.e., number of publications sent out)
- Direct Mailing Activity
- Special Mailing Activity (i.e., mailings in response to requests from the PO)
- Receiving Activity
- Mailing List Maintenance
- Courier Activity
- Contractor Quality Assurance (QA) Activity

This report shall be submitted within 3 working days after the end of the reporting period.

The Contractor shall confirm the required contents of the weekly activity report with the Project Officer during the first week after the start of the contract.

Subtask 8.2- Prepare Monthly Progress Reports

This report shall include:

- Inquiry Activity (number of inquiries received by telephone, mail, facsimile and electronically.)
- Fulfillment Activity (number of regular and special orders shipped)
- Press Release and Special Mailing Activity (list of and number of items shipped)
- Exhibit Activity (number shipped and returned)
- Shipping Costs (number and total shipping costs by shipping method, e.g., first class, UPS)
- Mailing List Maintenance
- Most Frequently Ordered Publications
- Referral Sources for Frequently Requested Publications
- Issues or Problems Requiring Resolution
- Cost and Budget Status Report- current costs expended and fee for the reporting period, cumulative costs expended and fee to date, budget for the contract year, and funds remaining. Any cost and budget issues should be reported.
- Cost Breakdown Report- a breakdown of costs for the reporting period. This should indicate the number of hours worked by staff member, labor rate by staff member, total labor costs, other direct costs (ODCs) by type, indirect rates and costs, and fee. (Note: This information may be submitted as part of the Contractor's invoice, separate from the monthly progress report.)

This report shall be submitted within 10 working days after the end of the month.

The Contractor shall confirm the required contents of the monthly progress report with the Project Officer during the first month after the start of the contract.

Subtask 8.3- Provide Exhibit Support Reports

This report shall be submitted to the Project Officer within 15 working days following each supported exhibit. This report shall indicate the type of exhibit, materials shipped to the exhibit and returned from the exhibit site, and related shipping expenses.

Subtask 8.4- Prepare Annual Report

This report is due upon completion of the base period and each option year of the contract. An annual report shall not be required for the period when the final contract report is due.

This report shall describe the project's accomplishments by activity and provide an assessment of the project's progress, noting any major problems that arose and how they were resolved. It shall compare the annual plan to actual accomplishments and explain any significant differences. "Activity" refers to such project activities and characteristics as facility description, inquiry activity, mailing list activity, exhibit services, inventory and non-inventory fulfillment activity, courier service, reports provided, and most frequently ordered publications.

This report shall be submitted within 1 calendar month after the end of the contract period.

Subtask 8.5- Prepare Customized Reports

Additional customized reports will be requested from time to time by the Project Officer. Customized reports shall require the Contractor to retrieve and compile information in a specific format to serve a specific purpose. Many of these reports should be able to be generated using the automated mailing/inventory control system. Approximately 100 customized reports will be required during each year of the contract. An example is a Back Order report showing the publication title and number, number of orders, and quantity needed for each publication out of stock. Another example is a report of referral sources for publications by selected customer demographic categories.

The Contractor response time for such customized reports will vary and will be specified by the Project Officer.

TASK 9- PROVIDE PLANNING AND MANAGEMENT SERVICES

Subtask 9.1- Prepare Operational Plan

The Contractor shall develop a detailed Operational Plan to carry out the tasks of the contract. The Contractor shall consult with the Project Officer in developing the Plan. The Operational Plan shall describe the Contractor's detailed procedures for each task and, where appropriate, subtask of the contract. This includes for example, the Contractor's procedures and schedules for responding to customer inquiries; performing direct mailings; providing publication receipt, storage, distribution and inventory control; and preparing reports of contract activities. The Operational Plan shall also describe the Contractor's management and staffing plan, including a list of the staff members responsible for each task or activity, and the estimated hours by staff member or staff category.

The Contractor shall submit the draft Operational Plan within 1 calendar month after the effective date of the base contract. Following review of the draft Operational Plan by the Project Officer, the Contractor shall revise and submit the final Plan within 2 weeks of receipt of the Project Officer's comments.

The Operational Plan shall be updated each year of the contract. Updated Plans shall be submitted within 1 month after the start of each option year of the contract. Operational Plans must reflect the (then) current procedures in the operation of the Clearinghouse.

Subtask 9.2- Provide Training for Inquiry Specialists

The Contractor shall develop and implement a program for training all inquiry specialists. The training shall provide the inquiry specialists with a general knowledge of AHRQ and its programs, information on available publications, how to use the Clearinghouse automated mailing/inventory control system, and Clearinghouse operating policies and procedures. Initial training shall take place within the 2 calendar weeks of the effective date of the base contract. The training program shall also provide for periodically updating the knowledge and capabilities of inquiry specialists related to AHRQ programs and Clearinghouse activities as changes occur.

Subtask 9.3- Design and Implement Quality Control Program

The Contractor shall design and implement a quality control program to ensure that all Clearinghouse activities are performed in a timely, accurate, responsive and high quality manner.

The quality control program shall include, for example, procedures and responsibilities for ensuring the timeliness, accuracy, responsiveness and quality of the receipt and processing of telephone calls and other inquiries; the entry of customer order information into the automated mailing/inventory control system; the packaging of fulfillment orders; the receipt of shipments; the inventorying of publications; and the preparation of activity reports.

The Contractor shall document the above procedures and submit a draft Quality Control Program Plan to the Project Officer within 2 months of the effective date of the base contract. The Contractor shall revise the draft and submit the final Quality Control Program Plan within 2 weeks of receipt of the Project Officer's comments.

The Quality Control program Plan shall be updated each year of the contract. Updated Plans shall be submitted within 2 months of the start of each option year of the contract.

TASK 10- PROVIDE TRANSITION SUPPORT

The Contractor shall perform the following activities at contract expiration:

- The Contractor shall cooperate fully with the successor Contractor to effect an orderly 60-day transition.
- The Contractor shall participate in meetings and/or telephone conversations with the successor Contractor in which current Clearinghouse activities and procedures are discussed in detail.
- The Contractor shall deliver to the successor Contractor the following in accordance with a delivery schedule approved by the Project Officer: all Clearinghouse publications and other materials; all reference materials; all Government-provided or paid for warehouse and office equipment; all records of customer requests; and all correspondence with customers.
- The Contractor shall also deliver to the successor Contractor all Government-provided or paid for computer and communications hardware, and all software programs, including supporting documentation, used in the performance of the

contract.

- The Contractor shall also deliver to the successor Contractor all available documentation on training programs used in the performance of the contract.
- All items listed in this section shall be packed in boxes of uniform size, each numbered and delivered to the successor Contractor, along with copies of an inventory showing the contents of each box.
- The Contractor shall prepare a report documenting the delivery of all items related to close out to the successor Contractor. This report shall be submitted to the Project Officer and Contracting Officer within 2 work days prior to expiration of the contract transition period.

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

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: www.arnet.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 60 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 submit the following items to the Project Officer at the following address in the amount and within the time frames indicated:

Agency for Healthcare Research and Quality
ATTN: Judy Wilcox, OHCI
2101 E. Jefferson Street, Suite 502
Rockville, MD 20852

One copy of those items identified with an asterisk (*) shall also be delivered to the Contracting Officer:

Agency for Healthcare Research and Quality
ATTN: Sharon Williams, OM/DCM
2101 E. Jefferson Street, Suite 502
Rockville, MD 20852

Written deliverables shall be submitted in hard copy and electronically (WordPerfect or

Microsoft Word). Delivery dates reflect calendar time unless otherwise specified.

DELIVERABLE	TASK	QUANTITY	DELIVERY DATE
Recommendations to Improve Automated Mailing/ Inventory Control System	1.2	1	As improvements are identified by Contractor
Mailing List for <u>Research Activities</u>	1.3	1	Within 5 working days after end of each month
Mailing Lists and Labels	1.3	1	As specified by Project Officer; within 24 hours of request if necessary
Changes to Mailing Lists	1.3	1	Withing 5 working days of request by customer or PO
Verification of Mailing Lists' Accuracy	1.3		Semi-annually
Publication Orders for Customers	2.1- 2.4, 6.4	As required	Within 5 working days of request by customer
New Standard Response Forms for Customers	2.6	As required	Within 5 working days of request by PO, or as Contractor deems necessary
Updated List of Resource Organizations	2.6		As information is added or changed
Referrals to PO of Non-Standard Customer Inquiries	2.7	1	Within 24 hours of receipt of inquiry
Direct Mailings to Customers	3, 6.4	As required	Within 5 working days or less, as specified by PO
Discrepancies in Publications Expected and Received at Clearinghouse	6.3	1	Within 24 hours of identification of discrepancy
Reproduction of Publications	6.6	As required	As directed by PO
Courier/Delivery Services	7	As required	On daily basis
Weekly Activity Reports	8.1	1	Within 3 working days after end of each week
*Monthly Progress Reports	8.2	1	Within 10 working days of the end of each month
Exhibit Support Reports	8.3	1	Within 15 working days after end of each exhibit event

*Annual Report	8.4	1	Within 1 month after completion of each contract period
Customized Reports	8.5	1	As directed by PO
Draft Operational Plan	9.1	1	Within 1 month from start of each contract period
*Final Operational Plan	9.1	1	Within 2 weeks from receipt of PO comments on Draft
Draft Quality Control Plan	9.3	1	Within 2 months from start of each contract period
*Final Quality Control Plan	9.3	1	Within 2 weeks from receipt of PO comments on Draft
*Transition Report of Items Delivered to Successor Contractor	10	2 (to PO and CO)	Within 2 work days before end of contract transition period

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

<u>Type of Report</u>	<u>Quantity</u>	<u>Date Due</u>
Small Disadvantaged Business Participation Report (OF-312)	3 each (1 original and 2 copies)	At completion of contract

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in 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 (FEB 2002).

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 PERFORMANCE EVALUATION AND AWARD FEE

The contract will be awarded and managed as a Performance-Based Service Contract (PBSC), using the Award Fee mechanism.

A. Performance Evaluation Factors

The Government will evaluate the following factors of the Contractor's performance:

Performance Factor	Related SOW Tasks	Weight
1. Update and Maintain Clearinghouse Facility and Automated Mailing/Inventory Control System	Task 1	15%
2. Respond to Inquiries for AHRQ Publications	Task 2	25%
3. Perform Direct Mailings of Clearinghouse Publications	Task 3	10%
4. Provide Publication and Exhibit Storage, Distribution and Inventory Control	Task 5, Task 6	25%
5. Provide Support Services for Clearinghouse Operations	Task 4, Task 7	10%
6. Provide Reports and Plans of Project Activities	Task 8, Task 9	15%

B. Performance Requirements Summary

Attachment 1 summarizes the performance standards and Government surveillance methods for each of the above performance factors.

C. Award Fee Plan

(Note to Offerors: The Government anticipates a Cost-Plus-Award Fee (CPAF) contract to result from this solicitation. In this type of contract, the Contractor shall receive a small fixed fee. In addition to the fixed fee, award fee will be tied to the evaluation of specific products and services in accordance with Attachment 1- Performance Requirements Summary, presented above.)

The Agency's decision to pay or not to pay Award Fee in no way alters the Contractor's responsibilities to perform any services or produce any deliverables required by this contract. The Agency's decision to pay or not to pay Award Fee in no way alters the Agency's obligation to pay the Contractor for satisfactory deliverables in accordance with this contract.

Award Fee is available for services and products identified below.

Annual Amounts Available for Award Fee (to be evaluated and paid semi-annually):

Each Contract Year

Performance Evaluation Factor	% of Award Fee Pool	Award Evaluation Unacceptable Rating score of below 60 reduces Base Fee by 50% for rating period.	Award for Evaluation Satisfactory 60-79 score 40%	Award for Evaluation Exceeds Expectations 80-89 score 80%	Award for Evaluation Outstanding 90-100 score 100%
Maintain and Update Clearinghouse Facility and Automated Mailing/Inventory Control System	15%				
Respond to Inquiries for AHRQ Publications	25%				
Perform Direct Mailings of Clearinghouse Publications	10%				
Provide Publication and Exhibit Storage, Distribution and Inventory Control	25%				
Provide Support Services for Clearinghouse Operations	10%				
Provide Reports and Plans of Project Activities	15%				

On a semi-annual basis, the Contractor's products and services will be evaluated in terms of the above six performance factors by an Award Fee Evaluation Group (AFEG). The AFEG will consist of the Government Project Officer, the Contracting Officer or his/her designee, and, as appropriate, other Government officials selected by the Project Officer (depending on specific expertise) and approved by the Contracting Officer.

Each member of the Award Fee Evaluation Group will evaluate the Contractor's performance against the performance standards of quality and timeliness listed in Attachment 1.

A numerical rating scale of 0 to 100 will be used. The scale is defined as follows:

Definition of Rating	Adjective Rating	Numerical Rating	Fee %
Outstanding - Contractor's performance exceeds standards by substantial margin; the performance monitor can cite few areas for improvement, all of which are minor.	Outstanding	90 - 100	100%
Exceeds Expectations - Contractor's performance exceeds standards, and although there may be several areas for improvement, these are more than offset by better performance in other areas.	Exceeds Expectations	80 - 89	80%
Satisfactory - Contractor's performance is generally satisfactory, and areas for improvement are approximately offset by better performance in other areas.	Satisfactory	60 - 79	40%
Unacceptable - Contractor's performance is less than standards by a substantial margin, and the performance monitor can cite many areas for improvement which are not offset by better performance in other areas.	Unacceptable	Below 60	Base Fee Reduced by 50%

Each member of the AFEG will give each performance factor a numerical rating, and those ratings will be averaged. An average score of less than 60 (Unacceptable) will result in a reduction in the fixed fee of 50% for the performance factor for the rating period. An average score of 60-79 (Satisfactory) will result in award of 40% of the Award Fee for the performance factor. An average score of 80-89 (Exceeds Expectations) will result in award of 80% of the Award Fee, and an average of 90-100 (Outstanding) will result in award of 100% of the Award Fee for the performance factor. **The Award Fee determinations are not subject to the disputes clause.**

H.2 DATA CONFIDENTIALITY

The Contractor is to provide for secure and confidential storage, retrieval, maintenance, and disposition of data and other information used in work performed under this contract consistent with OMB Circular A-130, Appendix III, regarding security for automated systems,

and with 42 U.S.C. 299-3(c), regarding the confidentiality of identifiable data collected with AHRQ support.

Section 924(c) of the Public Health Service Act, 42 U.S.C. 299c-3(c) provides in part that no information, if an establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under AHRQ's authorizing legislation (Title IX PHS Act, 42 U.S.C. 299-299c-6), 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 Secretary) to its use for such other purpose. Such information may not be published or released if the person who supplied the information or who is described in it is identifiable unless such person has consented to its publication or release. Violation of the terms of 924(c) is subject to penalty terms set out in paragraph 924(d).

H.3 DATA SECURITY

This contract may entail accessing, processing, analyzing, or storing data on individuals and organizations that are or will be covered by one or more of the following:

- The Privacy Act (5 U.S.C. 552(a)). <http://www.usdoj.gov/04foia/privstat.hum>
- Assurances of Confidentiality Provided Pursuant to 45 CFR Parts 160 and 164, "Standards for Privacy of Individual Identifiable Health Information", Subtitle F of Title II of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr160_01.html and http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr164_01.html

The Contractor agrees to provide security, processing, storage, and disposal systems and safeguards sufficient to ensure that AHRQ meets the requirements of the above-referenced laws, regulations and agreements. Contractor and his professional staff will take steps to ensure that the intent of this section is enforced at all times through appropriate qualification standards for all personnel working on this contract and through adequate training and quality assurance procedures.

H.4 DATA DISPOSITION

The contractor agrees to release all required deliverables and data or other works developed under this contract solely in accordance with the terms of this contract. Consistent with 42 U.S.C. 299c-3(c) and (d), all data collected and remaining in the custody of the Contractor at the close of this contract that permits identification of an individual or entity described in the data, or an individual supplying it, must be delivered to the Project Officer or destroyed in accordance with the terms of this contract. No copies of data or parts of data, derivative files (encrypted and/or individually identifiable) may be kept by the Contractor.

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

A list of Government-furnished materials is located at Attachment 1 to this solicitation. The contractor will furnish all other 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 SALARY RATE LIMITATION LEGISLATION PROVISIONS

Pursuant to P.L. 107-116, no contract funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is currently \$171,900 per year (calculated on a base of 2080 hours per year with an applicable hourly rate of \$82.64) for the period January 1, 2003 through December 31, 2003. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriations acts. P.L. 107-116 states in pertinent part:

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

Note that since this would be a limit on the rate, it is possible to pay someone much less than \$171,900 and still be in violation of this statutory provision. Contractors may absorb that portion of an employee’s salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$171,900 a year.

PART II - CONTRACT CLAUSES

(12/02-DCM)
(FAC 2001-10)

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

CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates one or more 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/>

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

<u>FAR Clause No.</u>	<u>Title and Date</u>
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 or 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)
52.215-17	Wavier of Facilities Capital Cost of Money (OCT 1997)

52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)
52.219-6	Notice of Total Small Business Set-Aside (JUL 1996)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-14	Limitation on Subcontracting (DEC 1996)
52.219-25	Small Disadvantaged Business Participation Program - 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 (APR 2002)
52.222-35	Affirmative Action for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2002)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
52.223-6	Drug Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (OCT 2000)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.225-1	Buy American Act - Supplies (MAY 2002)

52.225-13	Restrictions on Certain Foreign Purchases (JULY 2000)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-17	Interest (JUNE 1996)
52.232-18	Availability of Funds (APRIL 1984)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (FEB 2002)
52.232-34	Payment by Electronic Funds Transfer other Central Contractor Registration (May 1999)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.237-10	Identification of Uncompensated Overtime (OCT 1997)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)

52.244-2	Subcontracts (AUG 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JAN 1986)
52.246-5	Inspection of Services-Cost Reimbursement (APRIL 1984)
52.246-23	Limitation of Liability (FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

<u>HHSAR Clause No.</u>	<u>Title and Date</u>
352.202-1	Definitions (JAN 2001) Alternate I
352.223-70	Safety and Health (JAN 2001)
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)
352.270-5	Key Personnel (APRIL 1984)

- 352.270-6 Publication and Publicity (JUL 1991)
- 352.270-7 Paperwork Reduction Act (JAN 2001)
- 352.270-8 Protection of Human Subjects (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

<u>Attachment</u>	<u>Page Number</u>
1. Performance Requirements Summary	80-84
2. AHRQ Equipment List (Government-Furnished Material)	85-86
3. Past Performance Questionnaire and Contractor Performance Form	87-91
4. Proposal Intent Response Sheet	92
5. Sample Estimated Cost Proposal Format	93-94

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

(FAC 2001-10)

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1	HHSAR 315.204-5	Representations and Instructions
K.2	FAR 52.203-2	Certification of Independent Price Determination (APRIL 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (May 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (DEC 2001)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (APR 2002)
K.9	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.10	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.11	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.12	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (OCT 2000)
K.13	FAR 52.225-2	Buy American Act - Certificate (MAY 2002)
K.14	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 2001)
K.15	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.16	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke Use for Full and Open Competition
K.17	52.219-22	Small Disadvantaged Business Status (Oct 1999) Alternate I (Oct 1998)

K.I REPRESENTATIONS AND INSTRUCTIONS

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

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

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

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

(Typed Name of Authorized Individual)	

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

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

(a) The offeror certifies that--

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

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

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

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and

will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

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

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

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

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

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

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

behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

(End of provision)

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

- (a) Definitions:

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

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

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

- (d) Taxpayer Identification Number (TIN).

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

(e) Type of organization.

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

(f) Common Parent.

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

(End of provision)

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

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

(End of Provision)

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

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

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

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

(B) Have have not , within the 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 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;

(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; and

(D) 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 or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, 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-year, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

Place of Performance (Street Name and Address of Owner Address, City, County State, and Operator of the Plant Zip Code) or Facility if Other than Offeror or respondent

(End of provision)

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS
(APR 2002) (FAR 52.219-1)

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 56110.
 - (2) The small business size standard is \$6 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 the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represent as part of its offer that it is, is not a veteran-owned small business concern.
 - (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.) The offeror represents as part of its offer that it is, is not a service-disable veteran-owned small business concern.

(c) Definitions. As used in this provision -

Service-disabled veteran-owned small business concern-

(1) Means a small business concern -

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

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

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

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

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

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

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

Women-owned small business concern, 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 (SBA), and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the SBA in accordance with 13 CFR part 126 and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(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.

Alternate II (OCT 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls.

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

- Asian-Pacific American (persons with origins from Burma, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Island, (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asia-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

**K.9 PROHIBITION OF SEGREGATED FACILITIES
(FEB 1999) (FAR 52.222-21)**

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

**K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999) (FAR 52.222-22)**

The offeror represents that--

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

K.11 AFFIRMATIVE ACTION COMPLIANCE
(APR 1984) (FAR 52.222-25)

The offeror represents that--

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (4) CFR 60-1 and 60-2, or
- (b) It has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.
(End of provision)

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(OCT 1996) (FAR 52.223-13)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
 - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
 - (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

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

**K.13 BUY AMERICAN ACT CERTIFICATE
(MAY 2002) (FAR 52.225-2)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of the solicitation entitled "Buy American Act-Supplies", and that the offeror has considered components of unknown origin are considered 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 Regulation.

(End of provision)

**K.14 HISTORICALLY BLACK COLLEGE OR UNIVERSITY
AND MINORITY INSTITUTION REPRESENTATION
(FAR 52.226-2) (MAY 2001)**

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

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1076k, including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101(a)).

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

(End of Provision)

K.15 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.16 ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Organization: _____

Signature _____ Title _____

Date _____

K.17 Small Disadvantaged Business Status.
(Oct 1998) (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.

(2) 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)

Use Alternate I, when SDB concerns is authorized on a regional basis.

Alternate I (Oct 1998)

(3) Address. The offeror represents that its address []is, []is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posed at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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 (MAY 2001)
ALTERNATE I (OCT 1997)(FAR 52.215-1)**

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

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

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

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

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

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

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of proposals.*
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

- (3) *Submissions, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modification or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
 - (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals submitted in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained

in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

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

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

(f) *Contract award.*

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

understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror.
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

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

It is anticipated that the award from this solicitation will be a multiple-year, performance-based, cost reimbursement, completion type contract.

It is anticipated that a single award will be made from this solicitation and that the award will be made on/about May 1, 2003.

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

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

Director, Division of Contracts Management
Agency for Healthcare Research and Quality
2101 East Jefferson Street, Suite 502
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 **February 14, 2003**. 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 Williams, 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 performance-based, cost-reimbursement 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, the following individually bound documents are required for responding to the RFP:
- I. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.8). Please mark as original or copy.
 - II. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.9). Please mark as original or copy.
 - III. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.10). Please mark as original or copy.
 - IV. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.11). Please mark as original or copy.
- 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 and inability to concisely state their proposal . 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 nine (9) 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). Resumes or CVs are only required for key personnel. Brief biographic sketches of other personnel may be provided. Lengthy proposals and voluminous appendices are neither needed nor desired as they are difficult to read and evaluate and may indicate the offeror's inability to concisely state their proposal

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 technique 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 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: For ease of evaluation, the technical proposal shall be divided into three parts as follows, corresponding to the evaluation criteria in Section M:

- A. Technical Approach
- B. Management Plan
- C. Key Personnel
- D. Corporate Experience and Facilities

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. TECHNICAL APPROACH

Offeror shall submit a narrative which clearly addresses how he/she plans to develop, design, and implement a process to comply with each of the technical requirements specified under the Statement of Work including methods to be utilized and scheduling of time and manpower. Offerors should present their methodology for performing the various tasks and subtasks and producing the deliverables listed in the Statement of Work. Within reference to **each** task required by the Statement of Work, the offeror shall address the technical approach proposed for **each** task. Potential issues and problems in performing the various tasks and subtasks and ways of addressing them should be discussed. The extent to which the approach will be able to meet the requirements of the Statement of Work should be described. Any proposed deviations to the requirements in the Statement of Work should be discussed.

B. MANAGEMENT PLAN

Offeror shall demonstrate his/her ability to achieve the delivery of performance requirements through the proposed use of corporate management and other personnel resources as well as demonstrate that the offeror's organizational structure and capabilities will meet the project's requirements in a timely manner. Offerors should describe how the project will be organized, including the roles and responsibilities of the various project staff. Offerors should present their plan for project schedule, budget and quality control and communications with AHRQ. The offeror's plan for ensuring the availability of a trained and knowledgeable project staff and accommodating peak workloads should be discussed. The proposal shall:

1. Demonstrate corporate experience in managing projects of a similar size and nature.
2. Provide a fully supported narrative showing offeror's understanding of the requirements in the Statement of Work from a managerial perspective. The narrative should, at a minimum, address the following topics:
 - a) labor skill mix determination (why you chose the skill mix for this project);

- b) personnel selection and assignment (why you chose an individual person for an individual job);
 - c) the percentage of full time core personnel;
 - d) monitoring and control of services provided: technical quality, responsiveness, cost control, and effective and efficient resource utilization, compliance with technical requirements 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 you propose to solve these problems. Demonstrate ability and flexibility to rapidly solve the same or similar managerial problems encountered previously;
 - f) ability and flexibility to respond rapidly to changes in budget, priorities, and schedule.
3. Indicate clear lines of authority and delineation of staff responsibilities.
 4. Describe the number of person hours for each task and for service delivery.
 5. In concurrence with paragraphs 3 and 4 above, provide an organizational chart and a Program Evaluation Review Technique (PERT) chart showing all tasks (staffing plan).
 6. Describe coordination with proposed subcontractors, including monitoring of their performance.
 7. Provide a signed agreement, e.g., a letter of commitment, between the offeror and any personnel other than current direct employees that includes dates of employment and specific tasks to be performed.

C. KEY PERSONNEL

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

Offerors shall describe the availability and experience of proposed key personnel. It is expected that these would include, at a minimum, the following: project director (individual with primary responsibility for day-to-day management of the project, as opposed to the corporate officer/monitor), call center supervisor, warehouse manager, and mail list manager.

1. The project director should have at least an undergraduate degree, and at least 10 years' total work experience, which includes: (1) experience in clearinghouse operations, call center operations, warehouse operations, fulfillment and direct mail operations, database management, report development and quality control; (2) at least 3 years' experience in managing a similarly sized clearinghouse operation; and (3) demonstrated skills in organizing and monitoring complex projects conducted by diverse project staff. Experience in health services-related projects is preferred.

2. The other key personnel should have relevant knowledge, skills and experience to perform their respective functions. This should include experience in such areas as clearinghouse operations, call center operations, warehouse operations, fulfillment and direct mail operations, database management, report production, and quality control. Experience of the call center supervisor in health services-related projects preferred.
3. Offerors shall present resumes describing the education, skills and experience of the proposed key personnel. It is expected that key personnel would include, at a minimum, the following: project director (individual with primary responsibility for day-to-day management of the project, as opposed to the corporate officer/monitor), call center supervisor, warehouse manager, and mail list manager. In addition to the above areas, the resume of the project director should describe his/her experience in managing complex projects of the type described in the Statement of Work. This should include the number and size of the projects managed, projects currently managed, start-up time required and experience in managing a diverse project team.
4. Offerors shall describe the availability of the project director and other key personnel to perform the project. It is expected that these would be full time positions. The proposal shall specify the project team, including subcontractors and consultants, if any.

D. Corporate Experience and Facilities

1. Offeror should present a synopsis of representative projects conducted by the firm for government or non-government organizations relating to the areas of clearinghouse operations, call center operations, warehouse operations, fulfillment and direct mail operations, database management and health services-related projects. This synopsis should include the name of the client, agency or company, period of performance, brief description of the project, and relevance to the proposed contract.
2. Offeror must describe their experience and understanding of the type of facilities required to operate a clearinghouse and show 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. For the purpose of this solicitation, a “major subcontract” is defined as exceeding \$500,000 in total value.

- (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 questionnaires must be received by **March 4, 2003** in order to be included in the review process. Questionnaires received after March 4, 2003, will not be considered in the past performance rating. 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 four (4) copies submitted in accordance with FAR 15, in a format similar to Attachment 5. The offeror's own format may be used, but all required information in Attachment 5 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. 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. The proposal must include comprehensive justification which includes:

1. An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.

2. No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- (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**

- (9) Lobbying Activities: Lobbying activities are to be reported pursuant to 31 U.S.C. 1352. Standard Form LLL and LLL-A are to be used to report lobbying activities. These forms may be downloaded from the Internet at the following addresses:

<http://forms.psc.gov/forms/SF-LLL.pdf>
<http://forms.psc.gov/forms/SF-LLL-A.pdf>

If there are no lobbying activities to report, please indicate so in the 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, etc.
- c. Past performance and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors will be evaluated by AHRQ staff. The Contracting Officer, in concert with program staff, will determine which proposals to include 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) participation plan. Although technical factors are of paramount consideration in the selection of the Contractor(s) for this acquisition, past performance, cost/price and SDB Participation Plan are also important to the overall contract award decision. Offerors that submit technically acceptable proposals will then be evaluated for past performance, SDB Participation Plan and cost/price. Following this evaluation, 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 SDB 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 4. The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. The following criteria will be used to evaluate proposals and will be weighted as indicated in establishing a numerical rating for all proposals submitted. Factors facilitating the evaluation of each criteria below are referenced in the corresponding criteria found in Section L of this solicitation:

OFFERORS PLEASE NOTE: Evaluation Criteria 1 through 4, for a total of 100 points, will be evaluated by a technical peer review committee, who will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting staff will review and evaluate Criteria 5 and 6, for a total of 25 points. The total possible points for Evaluation Criteria 1 through 6 is 125 points.

EVALUATION CRITERIA

WEIGHT

(1) Technical Approach

30

The proposal will be evaluated on the clarity, completeness and reasonableness of the offeror's approach to accomplishing the requirements described in the Statement of Work (SOW). Offerors should present their methodology for performing the various tasks and subtasks and producing the deliverables listed in the SOW. Potential issues and problems in performing the various tasks and subtasks and ways of addressing them should be discussed. The extent to which the approach will be able to meet the requirements in the SOW should be described. Any proposed deviations to the requirements in the SOW should be discussed.

(2) Management Plan

20

The proposal will be evaluated on the offeror's plan for organizing and staffing the project and approach to schedule, budget and quality control. Offerors should describe how the project will be organized, including the roles and responsibilities of the various project staff. Offerors should present their plan for project schedule, budget and quality control, and communications with AHRQ. The offeror's plan for ensuring the availability of a trained and knowledgeable project staff and accommodating peak workloads should be discussed. The offeror's approach for management of any subcontractors should be described.

(3) Key Personnel

20

The proposal will be evaluated on the knowledge, skills and experience of project key personnel in the following areas: clearinghouse operations, call center operations, warehouse operations, fulfillment and direct mail operations, and database management. Key personnel should be proposed by the offeror. It is expected that would include, at a minimum, the following: project director (individual with primary responsibility for day-to-day management of the project, as opposed to the corporate officer/monitor), call center supervisor, warehouse manager, and mail list manager. The offeror should present resumes for proposed key personnel. Section D elaborates on the qualifications of key personnel and the information required of the offeror.

(4) Corporate Experience and Facilities

30

Proposals will be evaluated on the offeror's corporate experience in the following areas: clearinghouse operations, call center operations, warehouse operations, fulfillment and direct mail operations, database management and health services-related projects. The Offeror should present synopses of representative projects conducted by the firm for government or non-government organizations in the above areas. The synopses should include the name of the client agency or company, period of performance, brief description of the project, and relevance to the proposed contract.

The offeror's knowledge and experience in establishing and operating facilities to support the type of operations described in the SOW will also be evaluated. Offerors should describe their experience in this regard, as well as their understanding of the type of facilities required to support this contract.

TOTAL POINTS	<u>100</u>
(5) <u>Past Performance</u>	20

An evaluation of the Offeror's past performance will be conducted subsequent to the technical evaluation. However, this evaluation will not be conducted on any Offeror whose proposal would not be selected for award based on the results of the evaluation of factors other than past performance.

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.

(6) 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- Performance Requirements Summary

Performance Factor	Key Performance Standards	Surveillance Methods
<p>1. Update and Maintain Clearinghouse Facility and Automated Mailing/Inventory Control System</p>	<p>a. Contractor provides and maintains facility with sufficient space and equipment to store all Clearinghouse publications and perform all Clearinghouse operations in an efficient manner. Facility is located within 1.5 hours of AHRQ.</p> <p>b. Contractor provides a minimum of six full-time inquiry specialists during normal business hours of 9am-5pm, Monday-Friday. Contractor expands staff as needed to handle peak demand levels, including those from special campaigns.</p> <p>c. Contractor uses automated mailing/inventory control system efficiently to perform Clearinghouse operations and generate all reports required by PO. Contractor provides recommendations, as appropriate, on changes to system to improve Clearinghouse operations.</p> <p>d. Contractor generates mailing lists and labels in times requested by PO- within 24 hours if necessary.</p> <p>e. Contractor updates and purges all mailing lists on timely basis (i.e., usually daily, but no later than 5 working days from request by PO or Clearinghouse customers.)</p>	<p>Random sampling by Project Officer PO); observation and checking by PO.</p>

<p>1. Update and Maintain Clearinghouse Facility and Automated Mailing/Inventory Control System (cont'd)</p>	<p>f. Contractor acquires new mailing lists from outside organizations or mail list organizations in an efficient manner.</p>	<p>Random sampling by Project Officer PO); observation and checking by PO.</p>
<p>2. Respond to Inquiries for AHRQ Publications</p>	<p>a. Contractor provides a minimum of six full-time inquiry specialists during normal business hours of 9am-5pm, Monday-Friday. Contractor expands staff as needed to handle peak demand levels, including those from resulting from special campaigns.</p> <p>b. Contractor answers all telephone inquiries in courteous and helpful manner.</p> <p>c. Contractor provides useful referrals to other organizations when required.</p> <p>d. Contractor fulfills all telephone and TDD inquiries within 5 working days of request.</p> <p>e. Contractor fulfills all mail inquiries within 5 working days of request.</p> <p>f. Contractor fulfills all fax and electronic inquiries within 5 working days of request.</p> <p>g. Contractor refers all inquiries requiring non-standard responses to PO within 24 hours of receipt.</p>	<p>Random sampling by PO; review of records of the automated mailing/inventory control system; monitoring of telephone inquiries by PO; observation by PO.</p> <p>Customer surveys and complaints.</p>

<p>3. Perform Direct Mailings of Clearinghouse Publications</p>	<p>a. Contractor performs direct mailings in times required by PO- maximum of 5 working days of PO request.</p> <p>b. Contractor provides the proper type and number of publications for each order; mailings are properly packaged and addressed.</p>	<p>Random sampling by PO ; review of records in automated mailing/inventory control system.</p> <p>Customer surveys and complaints.</p>
<p>4. Provide Publication and Exhibit Storage, Distribution and Inventory Control</p>	<p>a. Contractor provides sufficient space to store the current volume of Clearinghouse publications as well as additional publications acquired over the life of the contract.</p> <p>b. Publications are efficiently arranged to permit the rapid fulfillment of orders.</p> <p>c. Discrepancies of shipments received and expected are reported to PO within 24 hours.</p> <p>d. Contractor fulfills all inquiries (telephone, mail, fax and electronic) within 5 working days of request.</p> <p>e. Contractor provides the proper type and number of publications for each order; mailings are properly packaged and addressed.</p> <p>f. Contractor notifies PO promptly (within 24 hours) when publications inventory drops below levels set by PO.</p>	<p>Random sampling by PO; review of records in automated mailing/inventory control system; observation by PO.</p> <p>Customer surveys and complaints.</p>

<p>4. Provide Publication and Exhibit Storage, Distribution and Inventory Control (cont'd)</p>	<p>g. Contractor provides sufficient space (i.e., at least 35X20') to set up exhibits.</p> <p>h. Exhibits are properly checked when shipped and returned to ensure they are in good condition and conform to the inventory label.</p>	<p>Random sampling by PO; review of records in automated mailing/inventory control system; observation by PO.</p> <p>Customer surveys and complaints.</p>
<p>5. Provide Support Services for Clearinghouse Operations</p>	<p>a. Contractor operates cost recovery system properly and efficiently (e.g., credit card authorizations are accurate and transmitted promptly to credit card authorization service.</p> <p>b. Contractor maintains PPIP bank account in accordance with contract requirements; funds collected through cost recovery system are deposited promptly.</p> <p>c. Contractor provides timely and courteous courier service for all pick-up and delivery requirements on a daily basis.</p>	<p>Random sampling by PO; observation by PO.</p> <p>User surveys and complaints (of courier services).</p>
<p>6. Provide Reports and Plans of Project Activities</p>	<p>a. Weekly activity reports are complete, accurate and timely (delivered within 3 working days of end of period).</p> <p>b. Monthly progress reports are complete, accurate and timely (delivered within 10 working days of end of period).</p> <p>c. Exhibit support reports are complete, accurate and timely (delivered within 30 days following each supported exhibit).</p>	<p>Random sampling by Project Officer; observation by PO.</p>

<p>6. Provide Reports and Plans of Project Activities (cont'd)</p>	<p>d. Customized reports requested by PO are complete, accurate and timely.</p> <p>e. Annual report is complete, accurate and timely (delivered within 1 month after end of contract period).</p> <p>f. Operational Plan is complete and accurate, providing detailed, current procedures for the full range of Clearinghouse operations. Plan is timely (delivered within 1 month of start of contract period).</p> <p>g. Quality Control Program Plan is complete and accurate, providing appropriate and current QC procedures for Clearinghouse services. Plan is timely (delivered within 2 months of start of contract period).</p> <p>h. Contractor has in place an effective program for training inquiry specialists, such that specialists have a general knowledge of AHRQ; and are knowledgeable of available publications, Clearinghouse policies and procedures, and how to use the automated mailing/inventory control system.</p>	<p>Random sampling by Project Officer; observation by PO.</p>
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ATTACHMENT 2

AHRQ EQUIPMENT LIST
(GOVERNMENT-FURNISHED MATERIAL)

<u>Quantity</u>	<u>Description</u>	<u>Bar Code #</u>
1	30x60" medium oak radius desk	
1	Credenza	
1	8' Conference Table	
2	4 drawer letter file cabinet	
1	Cherry lateral file cabinet	
1	12-hanger coat rack	
1	30x60" medium oak radius desk	
1	36x72" medium oak desk	
80	Warehouse storage racks (installed)	
1	Pallet Jack (5,000 lb capacity)	
1	Marsh Taper with Heater	
2	Better Pack 333 brown tape machines	
2	42" round tables	
1	4' bookcase	
2	Sylex Desk Chairs - Bullet/Black Frame	
6	6' folding tables	
4	5' folding tables	
3	4' folding tables	
12	Black vinyl stools	
1	Locker	
2	Wesco Hand Trucks	
2	Platform Truck	
1	Ladder	
1	Pallet Puller	
1	Bar Code Wand w/keyboard	
1	Panasonic Fax	
1	Smart Label Printer	
1	Surge Protector	
1	Forklift Work Platform 26x42x42	
2	HP 1200 Printers	
1	HP 1200 Printer	
2	Toledo #8571 Counting Scales	
1	Ricoh Aficio 700 Copier	
1	Nova credit card processing software	
1	Smart Addresser 2020 mailing software	
24	Phone head sets	
20	Meridian telephones	

2	Meridian 1 PBX	
2	One AC 600 XT (Part of phone system)	
2	One AC Power Cell Battery Pack	
1	Okidata Microline 320 Turbo Printer	
2	VT520 Monitors with keyboards	
1	Verilink 2100	
1	Solo Encore Digital Link	
1	Teletronics SEB II	
1	Shredder	
1	Set of wheel chocks	
4	Pedestal fans	
10	Fire extinguishers	
1	Dell Optiplex Computer	095393
1	Dell Optiplex Computer	109175
1	Dell Optiplex Computer	109115
1	Dell Optiplex Computer	109119
1	Dell Optiplex Computer	109092
1	Dell Optiplex Computer	095381
1	Dell Optiplex Computer	095376
1	Dell Optiplex Computer	095394
1	Dell Optiplex Computer	109100
1	Dell Optiplex Computer	109468
1	Dell Optiplex Computer	095341
1	Dell Optiplex Computer	095379
1	Silver Intellect	087245
1	Silver Intellect	064338
1	Silver Intellect	063092
1	Princeton Monitor	086535
1	Phillips Monitor	077060
1	Princeton Monitor	084217
1	Phillips Monitor	077104
1	Ultra VGA Monitor	040083
1	Princeton Monitor	086309
1	Princeton Monitor	083946
1	Princeton Monitor	083947
1	Phillips Monitor	077043
1	Princeton Monitor	083917
1	Princeton Monitor	086307
1	AOC Spectrum	109587
1	Princeton Monitor	086526
1	Dell Monitor	084126
1	Monitor	075060
1	Phillips Monitor	109131
1	HP 5000 GN Printer	
1	Cisco Router	109588

Attachment 3

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-03-0002, entitled "AHRQ Publications Clearinghouse." 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 **March 4, 2003**. 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 Number: _____

4. Contract Value (Base Plus Options): _____

5. Contract Award Date: _____

6. Contract Completion Date: _____

7. Type of Contract/Grant: (Check all that apply) () Firm-Fixed Price;
() Cost-Plus Fixed Fee Completion; () Cost-Plus Fixed Fee -Term; () Cost-Plus Incentive
Fee; () Cost-Plus Award Fee; () Indefinite Delivery/Indefinite Quantity (Task Order);
() Blanket Ordering Agreement; () Labor-Hour; () Time & Materials; () Small Business Set-
Aside; () 8(a); () Small Business Innovative Research; () Sealed Bid; () Negotiated;
() Competitive; () Non-Competitive; () Other

8. Brief 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 next page for explanation of rating scale.

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

Customer Satisfaction - Is/was the Contractor committed to customer satisfaction? ___Yes___ No ;

Would you use this Contractor again? ___Yes___No

Reason:

NAME OF EVALUATOR: _____

TITLE OF EVALUATOR: _____

SIGNATURE OF EVALUATOR: _____

DATE: _____

MAILING ADDRESS: _____

PHONE #: _____

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

	Quality	Cost Control	Timeliness of Performance	Business Relation
	<ul style="list-style-type: none"> Compliance with contract requirements -Accuracy of reports -Technical excellence 	<ul style="list-style-type: none"> -Within budget(over/under target costs) -Current, accurate, and complete billings -Relationship of negotiated costs to actual -Cost efficiencies -Change orders issue 	<ul style="list-style-type: none"> -Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract adm -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective small/small disadvantaged business sub-contracting program
0-Unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing the achievement of contract requirements, despite use of Agency's resources	Response to inquiries, technical/service/administrative issues is not effective
1-Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2-Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective
3-Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/administrative issues is usually effective
4-Excellent	There are no quality problems	There are no cost management issues	There are no delays	Response to inquiries, technical/service/administrative issues is effective

5-Outstanding. The Contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where Contractor performance clearly exceeds the performance levels described as "Excellent."

ATTACHMENT 4

PROPOSAL INTENT RESPONSE SHEET

RFP No. AHRO-03-0002

Please review the attached request for proposal. Furnish the information requested below and return this page by February 21, 2003. 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 5

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

INSTRUCTIONS FOR USE OF THE FORMAT

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.

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.

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.

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

RFP Number: _____

Organization: _____

Date: _____

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

<u>COST ELEMENT</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Total</u>
<u>DIRECT LABOR:</u>								
<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Rate</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>

<u>DIRECT LABOR COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIAL COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FRINGE BENEFIT COST:</u> (if applicable)								
___% of Direct Labor Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>INDIRECT COST:</u> ___% of Total Direct Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL COST:</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FIXED FEE:</u> (if applicable)								
___% of Total Est. Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>AWARD FEE:</u> (if applicable)								
___% of Total Est. Cost		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>GRAND TOTAL EST COST</u> <u>(PLUS FIXED FEE AND AWARD FEE)</u>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____