

PART I - THE SCHEDULE
SECTION A - SOLICITATION FORM

Request for Proposal
No. AHRQ-02-0005

Date Issued:	December 21, 2001
Date Due:	March 4, 2002
Time Due:	1:00 p.m. local time
Intent Notice Due:	January 14, 2002

Ladies and Gentlemen:

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-02-0005, entitled "Medical Expenditure Panel Survey (MEPS) Support.." Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

A Performance-Based Cost Plus Award Fee type contract is contemplated for a period of three and a half (3 ½) years plus two (2) Option Periods of 3 ½ years each. It is anticipated that Option Period 1 may be issued at the end of Year 1 of the contract and Option Period 2 at the end of Year 2 of the contract. Therefore the total period of performance of this contract, including the options, if exercised, is five and a half (5 ½) years.

NOTICE OF SMALL BUSINESS GOALS: All offerors (other than small businesses) must submit a complete subcontracting plan with their initial proposal. The AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value for the base period) for **Small Disadvantaged Businesses**, at least **5%** (as a percentage of total contract value for the base period) for **Women-Owned Small Businesses**, at least **2.5%** (as a percentage of total contract value for the base period) for **Hubzone Small Businesses** and at least **3%** (as a percentage of total contract value for the base period) for **Veteran-Owned Small Businesses**. These goals represent AHRQ's expectation of the minimum level for subcontracting with small businesses at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.** The approved plan will be included in any resultant contract.

Offerors shall submit the following:

- A. Technical Proposal (See Section L.9) - **Original and 10 copies**
- B. Past Performance Information (See Section L.10) - **Original and 4 copies**
- C. Small Disadvantaged Business Participation Plan (See Section L.11) - **Original and 4 copies**
- D. Business Proposal (See Section L.12) - **Original and 4 copies set forth in Cost Plus Award Fee**

format

Your technical proposal must be concisely written and should be limited to **200 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., resume, etc., see Section L.9 for additional details). This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis for rejection of your proposal.

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

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

Questions regarding this solicitation shall be received in this office no later than **January 14, 2002** (See Section L.6). Your questions should be submitted to the attention of Darryl Grant, Contracting Officer, Agency for Healthcare Research and Quality, Suite 502, 2101 E. Jefferson Street, Rockville, Maryland 20852 and the envelope should be marked "Proposal Questions RFP No. AHRQ-02-0005." **Discussion with any other individual outside the Division of Contracts Management, may result in rejection of the potential offeror's proposal.**

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **1:00 p.m.**, local prevailing time, on **March 4, 2002**. Your proposal must be mailed 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. The Division of Contracts Management offices are located in Suite 502 in the East Wing of the 5th Floor.

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

Please submit a completed "**Proposal Intent**" form by **January 14, 2002** indicating your intent to submit a proposal under this RFP. This form is Attachment 5 listed in Section J, and is needed for administrative planning purposes. Your cooperation is appreciated.

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

Sincerely,

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

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SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

“Medical Expenditure Panel Survey (MEPS) Support..” See Section C for a complete description.

B.2 ESTIMATED COST

- a. The estimated cost (exclusive of any fees and not including Options) for performance of the work under the contract including direct and indirect costs, is \$_____.
- b. If the Government exercises Option Periods 1 or 2 , pursuant to Section H.11 of this contract, the estimated cost (exclusive of any fees) of this contract will be increased by \$_____ (Option 1) and \$_____ (Option 2), respectively.
- c. The total base fee for this contract is \$_____. The base fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT (52.216-7) , and FIXED FEE (52.216-8) incorporated herein. Payment of the base fee shall not be made in less than monthly increments.
- d. If the Government exercises Options 1 or 2 pursuant to Section H.11 of this contract, the base fee of this contract will be increased \$_____ (Option 1) and \$_____ (Option 2), respectively.
- e. The maximum amount of Award Fee that may be earned on the contract for the base year is \$_____. If the Government exercises Options 1 or 2 pursuant to Section H.11 of this contract, the maximum amount of Award Fee will be increased by \$_____ (Option 1); and \$_____ (Option 2), respectively. 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, Award Fee.
 - (2) The criteria set forth in the "Performance Requirements and Evaluation ," Attachment 2, shall be used to evaluate the Contractor's performance as well as determine the appropriate Award Fee.

- (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) months, 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 U.S.C. 254(b)) for services other than research, development or experimental work.
- (5) Payment of Award Fee under this contract will be accomplished by an Administrative Letter, executed by the Contracting Officer, when the Award Fee, if any, has been determined to be due. The Administrative Letter shall set forth the amount of fee to be awarded for the performance period evaluated. Upon receipt of the 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."
- f. The Government's maximum obligation, represented by the sum of the estimated Cost plus the Base Fee plus total award fee obtainable for the base period of this contract (approximately 3 ½ years) is \$_____.
- g. If the Government exercises its Options pursuant to Sections H.11 of this contract, the Government's obligation represented by the sum of the estimated Cost plus Base Fee plus total award fee obtainable, will be increased by \$_____ (Option 1) and \$_____ (Option 2), respectively.
- h. Total funds currently available for payment and allotted to this contract are \$_____, of which \$_____ represents the estimated costs, \$_____ represents the base fee and \$_____ represents the possible award fee. For further provisions on funding, see the LIMITATION OF FUNDS clause incorporated herein.
- i. The amounts negotiated (and anticipated incremental funding schedule) for this contract are as follows:

Period of Performance	Estimated Cost	Base Fee	Award Fee Possible	Total Est. Cost Plus Fees
YR 1 (6 months)				
YR 2				
YR 3				
OPT PERIOD 1				
OPT PERIOD 2				
Total (if options exercised)				

- j. It is estimated that the amount currently allotted will cover performance of the contract through \$ _____ .
- k. 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 the contract.

B.3 PROVISIONS APPLICABLE TO DIRECT COSTS

- a. Items Unallowable Unless Otherwise Provided

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

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose-office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of

Government Property, 1990, regardless of acquisition value;

- (5) Travel to attend general scientific meetings;
- (6) Foreign Travel;
- (7) Any costs incurred prior to the contract's effective date;
- (8) Rental of meeting rooms not otherwise expressly paid for by the contract;
- (9) Any formal subcontract arrangements not otherwise expressly provided for in the contract
- (10) Consultant fees in excess of \$400/day; and
- (11) ADP hardware or software.

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

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

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

Medical Expenditure Panel Survey (MEPS) Support

1.0 Introduction

The mission of the Agency for Healthcare Research and Quality (AHRQ) is to support, conduct and disseminate research that improves access to care and the outcomes, quality, cost and utilization of health care services. The Medical Expenditure Panel Survey (MEPS) is a longitudinal overlapping panel survey managed in the Center for Cost and Financing Studies (CCFS) at AHRQ.

The primary objective of the of the Medical Expenditure Panel Survey (MEPS) is to provide high quality data to be used for both point estimates as well as distributional estimates of health care use, expenses, health insurance status and sources of payment for medical care. In addition, MEPS also provides measurement of health status and health care quality associated with several high prevalence conditions.

The Contractor shall be responsible for the maintenance of the MEPS computer assisted and paper instruments for the Household Component and the Medical Provider Component, for collecting data for a complete panel in the base period, and for collecting data within an overlapping panel design in the option years, if exercised. The contractor shall also be responsible for the development of a set of analytic files, including documentation, survey weights that adjust for complex design, and for the production of a number of methodology reports.

The MEPS Households enrolled in the MEPS participated in the National Health Interview Survey during a prior year. Each household is interviewed five times during a 30-month period to support two years of estimates for utilization, expenditures and health insurance. In addition, a follow-back survey of medical providers - physicians, hospitals, home health agencies and pharmacies is conducted each year to support the construction of national estimates of medical expenses. The initial household sample is 9,000 dwelling units and with the award of the option years, the number of interviews per round will vary between 15,000 and more than 21,000. For the Medical Provider Component, data will need to be collected on more than 11,000 patient-hospital pairs, 30,000 patient-physician pairs, and more than 21,000 patient-pharmacy pairs. Data collected in the MEPS is subjected to significant analytical and statistical editing and imputation for missing values. For each year of the survey, twelve key analytic files are produced.

2.0 Scope

2.1 Types of Services

The contractor must perform the following types of services under this contract:

- * Survey/project management
 - * Continue operation of MEPS
 - * Preparation of MEPS Documentation
 - * Liaison with MEPS principals
 - * Cooperation with AHRQ to obtain clearances
 - * Meeting arrangements
 - * Project closeout/transfer of operations
 - * Reporting, work planning, management meetings

- * Household Component
 - * Implementation and documentation of sample
 - * Development of weights and variables for variance estimation
 - * Geocoding the database
 - * Producing instruments and supporting materials
 - * Recruiting, training, and managing interviews
 - * Collecting data
 - * Interviewing in Spanish and other languages
 - * Collecting permission forms and establishing the sample for the Medical Provider Component
 - * Establishing frame for household linked IC Sample

- * Medical provider component
 - * Implementing and documenting sample
 - * Unduplicating the sample
 - * Identifying hospital physicians
 - * Providing data collection forms, advance letters, other respondent materials
 - * Recruiting, training, and managing interviewers
 - * Collecting data from medical providers

- * Data Processing
 - * Providing data security
 - * Between round processing
 - * Forms control and receipt
 - * Data entry
 - * Conducting training program for coders and verifiers
 - * Data matching
 - * Developing analytic files

2.2 Resources

The contractor shall furnish all the necessary, qualified personnel, materials, supplies, equipment, services and facilities necessary to perform the work described below.

2.3 Location of Performance

The primary location for the performance of this work under this contract shall be at the contractor's facility.

3.0 Applicable Documents

The MEPS website (www.meps.ahrq.gov) provides substantial information on MEPS data collection and data files. The MEPS Household Component is conducted with computer-assisted personal interviewing, supplemented by periodic self-administered questionnaires. The Medical Provider Component data is collected via mail, phone and fax with paper and pencil instruments. The instruments can be located on the website at www.ahrq.gov/survey.htm.

The MEPS website is also the main vehicle for our data product dissemination. A complete set of public use files for 1996 and 1997 are available on the website and can be used as a guide for the level of complexity of the analytic file development tasks.

4.0 Service Areas

4.1 Survey/Project Management

4.1.1 Continue operation of the MEPS

The contractor shall continue operation of the Household Component of the MEPS (HC) beginning field interviewing with Round 1 of the 2003 Household Panel of the MEPS. The contractor shall begin operation of the Medical Provider Component (MPC) with the collection referring to the 2003 expenditures. The Contractor shall also begin work on data processing for the 2003 estimation files beginning at award. The transition period between contracts is critical to the MEPS: we intend to compare measures taken at different times, and only the utmost care will allow these comparisons to be made. Continuity of questionnaire, sample, interviewing techniques, data processing, editing and formatting shall be maintained so that any changes between the first and second contracts is transparent to respondents and data users.

The Agency for Healthcare Research and Quality (AHRQ) anticipates maintaining strong supervision over the expenditures, management and operations of this contract. The contractor shall maintain communication and reporting mechanisms to facilitate such supervision. The contractor shall anticipate and plan for periodic in-person observation of data collection and processing activities by AHRQ at the Project Officer's discretion. Such observations shall average 5 occurrences per round of data collection over the life of the project.

4.1.2 Preparation of MEPS Documentation

Options considered and decisions reached regarding methodological issues shall be documented in written memoranda or reports to the Project Officer. This documentation shall be delivered within 30 days of reaching

decisions. The contractor shall maintain and update a Project Plan. This Project Plan which is described in detail in Section L., should detail major milestones in data collection, data processing and data delivery. The proposed completion tasks for the milestones shall remain fixed, but on a bi-annual basis, the Plan shall be updated with actual dates. Discrepancies between proposed and actual dates shall be noted and their implications for final data delivery described. An annual report documenting survey progress on each major task (Household Component, Medical Provider Component, Data Processing and Delivery, Management) including archival copies of decision memos shall be delivered to the Project Officer by March 1 of each year, referring to the previous calendar year activities.

4.1.3 Liaison with MEPS principals

The contractor shall make every effort to make the overlap between the current MEPS contract and this award as smooth as possible in the interest of maintaining respondent participation and data comparability. The contractor should establish cooperative staff-to-staff relationships in pursuit of this objective.

4.1.4 Cooperate with AHRQ in obtaining required OMB clearances

The contractor shall assist the Project Officer in preparing materials required for any and all clearance actions during the course of the contract. This assistance shall include preparing burden estimates, written descriptions of the sample design and hard copy reproduction of survey instruments and respondent materials. The contractor shall anticipate one clearance per year.

4.1.5 Meeting arrangements

At the direction of the Project Officer, the Contractor shall make arrangements for 2 meetings each year. Each meetings shall include 10 experts in statistics, survey methods, survey management and/or health services research from outside the government and a like number of government experts. The Project Officer shall identify the invitees 8 weeks before each meeting. The contractor shall make all meeting arrangements and reimburse the non-Federal experts for travel, per diem and honoraria. The contractor shall provide a facilitator for these meetings who has expertise and experience in health services research. The contractor shall reproduce and distribute materials for the meetings to the attendees one week before the meeting and shall prepare, reproduce and distribute minutes following each meeting.

4.1.6 Project closeout/transfer of operations

Within 90 days of a request by the Project Officer, but no later than the conclusion of the contract, the contractor shall turn over all files, programs, tabulations, documentation and other items requested by the Project Officer in such form (electronic and paper), that the project may be continued by a successor.

4.1.7 Reporting, work planning, management meetings

The contractor shall submit a monthly administrative project report outlining all work accomplished during the month. This report shall be in narrative form and shall be due on the 10th business day following the conclusion

of each month. Reports shall be submitted to the Project Officer and Contracting Officer. These reports shall include, at a minimum, (a) contract number; (b) project director; (c) a summary of overall progress including expenditure reports, and cost projections, productivity reports, reports on progress in field data collection, data preparation, reports on key milestones and deliverables, and a summary assessment of accomplishments and problems; (d) a listing of missed dates and deliverables; (e) a discussion of significant problems which may adversely affect contract performance -- along with contractor plans for corrective action; and (f) a discussion of work planned for the next month.

Bi-monthly management meetings shall be held between the Project Officer and his/her key staff and the Project Director and his/her key staff to review progress of the contract and upcoming activities, and to resolve problems. These meetings shall be held in the Washington DC area or by conference call. The contractor shall submit an agenda, and any materials to be used for discussion, 3 working days in advance of the meetings.

The contractor shall keep minutes of all management meetings, and any other decision making meetings with AHRQ. The minutes shall include the contract number, project director, a list of attendees, a description of the issues discussed, action items, assignments and due dates.

4.2 Household Component

4.2.1 Implement and document of sample

The sample for the 2003 panel for the MEPS is described below and shall be selected by the Government. The Project Officer shall provide the sample to the Contractor no later than December 1 of the year prior to the fielding of the cases (for instance December 1, 2002 for fielding in early 2003). The Contractor shall submit to the Project Officer draft and final sampling plans addressing the procedures for sample weights production and variance estimation.

The sample for the 2003 panel of the MEPS HC will be drawn from the 2002 National Health Interview Survey (NHIS). This efficient, national area probability sample of households (including group quarters and other non-institutionalized dwelling units) for the 2003 MEPS HC shall represent the civilian, non-institutionalized population of the United States and the District of Columbia. The sample for the new 2003 panel for the MEPS HC shall be selected as a nationally representative subsample from 2 of the 4 NHIS panels.

The complete 2002 NHIS sample consists of 358 primary sampling units (e.g. counties or groups of contiguous counties) with a targeted sample of approximately 42,000 responding households. The nationally representative 2002 NHIS subsample reserved for the 2003 MEPS sample selection consists of 195 PSUs, and in the half-sample made available for MEPS sample selection, these PSUs include approximately 3,400 sample segments (second stage sampling units) and approximately 21,000 responding NHIS households. This NHIS sample reflects an over-sample of Hispanics and blacks at the following approximate ratios of representation relative to the remaining households (Hispanics 2:1, Blacks 1.5:1).

The new 2003 MEPS panel sample of 9,000 dwelling units will be selected as a nationally representative

subsample from households that respond to the 2002 NHIS (2003 MEPS Panel). More specifically, the new 2003 MEPS sample will also be selected from a nationally representative NHIS sub-sample from 2 NHIS panels out of 4 to represent the nation, and will reflect subsampling from the set of the households in the 2002 NHIS sample available to MEPS, to satisfy the precision requirements specified for the 2003 MEPS Household Component survey.

For producing 2003 estimates this new sample will be combined with the second year of the 2002 panel (data collection for which is conducted under another contract). The 2002 panel is expected to include 7,234 and, 6,429 reporting units completing rounds 3 and 5, respectively. The combined 2003 year 1 and 2002 year 2 sample is expected to consist of 13,663 original reporting units completing the series of MEPS interviews (15,000 reporting units including splits) required to make calendar year 2003 estimates.

Analysis are conducted using both the individual and the household as units of analysis. Through the reenumeration section of the Round 1 MEPS Household Component questionnaire, the status of each individual sampled at the time of the NHIS interview is classified as "key or non-key" and "in-scope or out-of-scope". Sampling reenumeration takes place in each subsequent reinterview for persons in all households selected into the core survey. The "keyness" and "scope" indicators, together, define the target sample to be used for person level national estimates.

Dwelling Units, Reporting Units and Other Definitions: The definitions for Dwelling Units and Group Quarters in the MEPS Household Survey are generally consistent with the definitions employed for the National Health Interview Survey. A Reporting Unit is a person or group of persons in the sampled dwelling unit that are related by blood, marriage, adoption or other family associations, who are to be interviewed at the same time in MEPS. Examples of discrete reporting units are:

- (1) a married daughter and her husband living with her parents in the same dwelling are considered one reporting unit.
- (2) a husband and wife and their unmarried daughter, age 18, who is living away from home at college constitute one family, but two reporting units.
- (3) three unrelated persons living in the same dwelling unit would be three reporting units.

College students under 24 years of age who usually live in the sampled household, but are currently living away from home and going to school, will be treated as separate Reporting Units for the purpose of data collection.

The 2003 sample will consist of households (dwelling units) that responded to the 2002 NHIS, respectively, in the two quarters reserved for the MEPS, with the basic analysis unit defined as the person. Analysis is planned at both the individual and the family as units of analysis. Through the reenumeration section of the Round 1 questionnaire, the status of each individual sampled at the time of the NHIS interview is classified as "key or non-key", "in-scope or out-of-scope", and "eligible or ineligible for MEPS data collection". For an individual to be in-scope and eligible for person level estimates derived from the MEPS HC, the person needs to be a member of the civilian non-institutionalized population for some period of time in the calendar

year of analytical interest. Because a person's eligibility for the survey may have changed since the NHIS interview, sampling reenumeration takes place in each subsequent reinterview for persons in all households selected into the core survey. The "keyness", "in-scope" and "eligibility" indicators, together, define the target sample to be used for person level national estimates. Only persons who are "key", "in-scope" and "eligible for data collection" will be considered in the derivation of person level national estimates from the MEPS.

Key Persons: Key survey participants are defined as all civilian non-institutionalized individuals who resided in households that responded to the nationally representative NHIS subsample reserved for the MEPS, with the exception of college students interviewed at dormitories. Members of the armed forces that are on full time active duty and reside in responding NHIS households which include other family members who are civilian non-institutionalized individuals are also to be defined as key persons, but will be considered out of scope for person level estimates derived for the survey.

All other individuals who join the NHIS reporting units that define the 2003 MEPS household sample (in Round 1 or later MEPS rounds) and did not have an opportunity for selection during the time of the NHIS interview will also be considered key persons. These include newborn babies, individuals who were in an institution or outside the country moving to the United States, and military personnel previously residing on military bases who join MEPS reporting units to live in the community.

College students under 24 years of age interviewed at dormitories in the 2002 NHIS will be considered ineligible for the 2003 MEPS sample and not included in that sample. Furthermore, any unmarried college students under 24 years of age that responded to the 2002 NHIS interview while living away at school (not in a dormitory) will be excluded from the sample if it is determined in the MEPS Round 1 interview that the person is unmarried, under 24 years of age, and a student with parents living elsewhere who resides at NHIS/her current housing only during the school year. If, on the other hand, the person's status at the time of the MEPS Round 1 interview is no longer that of an unmarried student under 24 years of age living away from home, then the person will be retained in the MEPS sample as a key person.

Alternatively, at the time of the MEPS Round 1 interview with NHIS sample respondents, a determination will be made if there are any related college students under 24 years of age who usually live in the sampled household, but are currently living away from home and going to school. These college students are considered key persons and will be identified and interviewed at their college address, but linked to the sampled household for family analyses. Some of these college students living away from home at the time of the Round 1 interview will have been identified as living in sampled household at the time of the NHIS interview. The remainder will be identified at the time of the MEPS Round 1 interview with the NHIS sampled households.

Non-key Persons: Persons who were not living in the original sampled dwelling unit at the time of the NHIS interview and who had a non-zero probability of selection for that survey will be considered non-key. If such persons happen to be living in sampled households (in Round 1 or later rounds) MEPS data, (e.g., utilization and income) will be collected for the period of time they are part of the sampled unit to permit family analyses. Non-key persons who leave any sample household will not be recontacted for subsequent interviews. Non-key individuals are not part of the target sample used to obtain person level national estimates.

In situations where key persons from the NHIS sampled household selected for MEPS move out (in Round 1 or later rounds) and join or create another family, data on all members of this new household who are related by blood, marriage, adoption or foster care to the persons from the NHIS sampled household will be obtained from the point in time that the NHIS sampled person joined that new household. Similarly, data will be collected (in Round 1 and later rounds) on all related persons who join NHIS sampled households selected into the MEPS.

Persons in NHIS sampled households selected in MEPS who subsequently enter an institution and leave the civilian, noninstitutionalized population of the United States will require data collection during their stay in institutions that are nursing homes. Alternatively, persons in NHIS sampled households selected in the MEPS who subsequently enter institutions that are not nursing homes and leave the civilian, noninstitutionalized population of the United States do not require any data collected in these institutions that are not nursing homes (this also applies for military service or moving out of the U.S.), but their whereabouts must be monitored during the field period. Upon their return to the U.S. civilian noninstitutional population, these persons shall once again be subject to HS data collection.

MEPS Data Collection Eligibility: In order for a MEPS reporting unit to be eligible for data collection, the unit must include at least one individual who is "key" and "in scope" for some period of time during the reference period for a given round of data collection. If this condition holds, the persons who are "key" and "in-scope" and all other individuals who are members of the reporting unit (living together and related by blood, marriage, adoption or other family associations) are eligible for data collection in a given round of the MEPS.

4.2.2 Development of weights and variables for variance estimation

For each of the data deliverables identified in Task D, the contractor shall specify methods for the development of sampling weights (including post-stratification and non-response adjustments) and variables required for variance estimation.

4.2.3 Geocoding the database

The Contractor will create and maintain a database that takes sampling information from the NHIS and other relevant socio-economic information on sampled persons and their families that will be imported into the MEPS database and CAPI system. The capacity to link the MEPS data back to the NHIS sample will also be required.

The Contractor shall create and maintain a database that identifies all of the sampling units, by round, and provides the following information about each sampling unit: a) Census geographic identification codes for the PSU, the segment, the Enumeration District and individual block or block combinations; b) Census codes that identify the region, state, county and MSA of the PSU or the actual sampled area; c) Census demographic measures that characterize the population density and other demographic characteristics of the PSU or actual sampled area; and d) the probability of selection for the sampled dwelling unit. As the sample evolves during fielding (moves, splits), the Contractor shall provide the same level of geographic coding for addresses occupied by reporting units at the date of each interview.

4.2.4 Produce instruments and supporting materials

The contractor shall be responsible for maintaining and adapting all questionnaires, computer programs, specifications, manuals, respondent materials and other HC and MPC documents intrinsic to the conduct of the survey. The contractor shall rely on already developed MEPS-HC products for the majority of these materials, but shall modify them as needed for new rounds of the survey. All documents delivered to AHRQ shall be in both machine readable (by AHRQ) and hard copy form. All final deliveries of instrument documentation, training materials, and reports shall be delivered in PDF and HTML format.

This contract shall use the questionnaires and CAPI programs developed by Westat and AHRQ as part of the MEPS contract, or a functionally equivalent version yielding the same database. On occasion, the Project Officer may request modifications to correct ambiguities in question wording.

The contractor shall obtain and maintain equipment and software to continue CAPI interviewing, editing and data transmission as established in the initial MEPS-HC contract. The contractor shall employ the CAPI programs already developed for the MEPS-HC or propose a substitute of demonstrable workability which shall maintain continuity of the data flow for the respondent, the interviewer, the data processing system and the data user. The current application is DOS based.

4.2.5 Recruiting, training and managing interviewers

The contractor shall implement a method for selecting data collection staff—both interviewers and supervisors—that shall reliably predict performance of relevant data collection activities. The method may consider previous experience, work samples, and language fluency. Some interviewers shall be fluent in both English and Spanish, as appropriate to the location of the sample.

The contractor shall adapt already developed procedures and materials to train all data collection staff. Some training shall occur before each round of interviewing. Training programs shall be designed so that all data collection staff performing the same function shall have the same training in content and in method. The initial training session for all new interviewers shall be face to face. Training manuals and materials shall be adapted from those used in the current MEPS contract.

Following training, interviewers should be able, at a minimum to a) implement contact procedures, including tracking respondents; b) explain the nature and purpose of the study and answer questions commonly asked by respondents about the project; c) administer medical provider and pharmacy permission forms correctly; d) administer the MEPS-HC questionnaires, including operating CAPI equipment and software, asking questions, following skip patterns, probing appropriately, using insurance statements and other provider documents to assist the respondent in completing the interview, using calendars and obtaining information from proxies; e) know how to proceed after a hardware or software failure; f) handle difficult respondents and potential refusals; g) demonstrate sufficient keyboarding skills such that the interviews can be completed smoothly and accurately; and, h) complete accurately and in a timely manner all required administrative forms and procedures including keeping track of and reporting production, time and expenses, transmitting data to the central office by whatever means is required by the project and by the contractor's survey management and data processing

systems.

Following training, supervisors of interviews shall, at a minimum be able to: a) edit for errors of omission and commission the completed work of interviewers they supervise and convey to interviewers the results of these reviews in a constructive manner; b) observe interviews in the field or listen to them on the telephone, noting instances of both appropriate and inappropriate behavior, and convey these observations in a constructive manner; c) counsel interviewers on the appropriate handling of unusual situations; d) monitor interviewers' production, time and expenses, and keep these and other performance measures at appropriate levels; e) conduct interviewer training so that all interviewers receive in substance and in quality, the same training; f) convert refusals; g) operate CAPI equipment for collection and transmission of data and report and problems; h) report to the central office on performance of the field staff.

4.2.6 Collecting data

The contractor shall arrange for interviewers, supervisors and central office staff to conduct the survey. The contractor shall begin data collection with Round 1 of the 2003 panel. Expected response rates are contained in Table 4.2(A). The activities to occur in each round of data collection are described on the MEPS website at <http://www.meps.ahrq.gov/MEPSDATA/HC/supplements2.PDF> ; the schedule used for Panel 6 should be used as a guide. Typically, data collection for rounds 1,3, and 5 occurs from January through June, and Rounds 2 and 4 from August through mid December. But these field periods should be considered illustrative; the contractor is expected to organize the data collection in the most cost efficacious manner that does not affect the analytic goals of the survey. Field progress and cost shall be reported weekly to the Project Officer. Supervision through interview observations, review of hard copy records, and other means of observation and verification shall be maintained to assure the quality of the data. The contractor shall arrange for systematic and timely reporting of quality control data to the Project Officer. The contractor shall maintain toll-free telephone communications for both interviewers and respondents with the central office so that all questions can be answered efficiently and problems anticipated. As needed, the contractor shall provide a mechanism for swift and accurate transmission of electronic files and necessary hard copy materials between interviewers to facilitate efficient field operations.

The 2003 MEPS sample size targets require approximately 15,000 reporting units yielding the complete series of core interviews (i.e., Rounds 1-3 of the new 2003 MEPS Panel and Rounds 3-5 of the second year of the 2002 MEPS Panel) to obtain use and expenditure data for calendar year 2003. To achieve this target, the following response rate requirements are specified. (1) a NHIS response rate of 90 percent at the household level; (2) a response rate of 84 percent among reporting units at Round 1 (conditioned on a completed NHIS interview); a round-specific response rate of 95 percent among reporting units at Rounds 2; a round-specific response rate of 98 percent among reporting units at Rounds 3; and a round-specific response rate of 97 percent among reporting units at Rounds 4 and 5. Consequently, the targeted response rate for obtaining calendar year 2003 data on health care utilization and expenditures from the 2003 MEPS sample is 78.2 percent, conditioned on response to the NHIS (interviews for Rounds 1-3), or 70.4 percent overall. The minimum acceptable response rate for the core MEPS household survey within a PSU is 65 percent for calendar year data from the new MEPS panels, conditioned on NHIS response (interviews for Rounds 1-3). The calculation of each response rate and the expected sample yield is presented in Table 4.2(A)

Table 4.2(A)
Required Response Rates and Yields

Activity	Rate	Calculation	Yield Reporting Units
NHIS response rate	90.0%	Completed NHIS household interviews/households eligible for NHIS interview	9,250 ¹
MEPS Round 1	84.0%	Reporting Units Completing Round 1 interviews/RUs eligible for Round 1	7,770
MEPS Round 2	95.0%	Reporting Units Completing Round 2 interviews/RUs eligible for Round 2	7,382
SAQ (Round 2)	90%	Completed SAQs/key persons 18+ as of the Round 2 interview	
Round 3	98.0%	Reporting Units Completing Round 3 interviews/ RUs eligible for Round 3	7,234
Diabetes Care Supplement (Round 3)	95.0%	Completed DCS/Persons identified as eligible for DCS in Round 3 interview	
Round 4	97.0%	Reporting Units Completing Round 4 interviews/RUs eligible for Round 4	7,017
SAQ (round 4)	90.0%	Completed SAQs/key persons 18+ as of the Round 4 interview	
Round 5	97.0%	Reporting Units Completing Round 5 interviews/RUs eligible for Round 5	6,806
Diabetes Care Supplement (Round 5)	95.0%	Completed DCS/Persons identified as eligible for DCS in Round 5 interview	
Medical Provider Permission Forms	90%	Permission forms signed/person-provider pairs identified as eligible for the Medical Provider Component	
Overall Response Rate, 2003	78.2%	Product of conditional response rates for NHIS and Round 1,2, and 3 interviews	
Overall response Rate for Panel	73..6%	Product of conditional response rates for NHIS and Rounds 1,2,3,4,and 5 interviews	

Preliminary Contact. Households responding to the NHIS and subsampled as part of a MEPS panel will be contacted prior to their first interview. A “Dear Friend” letter with an enclosed MEPS brochure will be mailed to each NHIS household subsampled for MEPS. The

¹Response rates also includes splits - family members who move apart from the originally sampled household between the NHIS interview and MEPS Round 1. Original sample would be 9,000 Dwelling units.

MEPS brochure will introduce the study. The Assurance of Confidentiality is covered in both the letter and the brochure and the Reporting Burden statement appears in the brochure. A calendar will be mailed to the MEPS family respondent. The interviewer will call to verify the arrival of the materials, answer any questions the respondent may have and obtain the best times for the round 1 interview.

Main Rounds 1-5. Five interviews will be conducted with each NHIS household selected for MEPS at 4-6 month intervals over a 30 month time period. All interviews will be conducted in person with CAPI as the principal data collection mode. Round 1 will ask about the period since January 1 of the MEPS year to the date of the interview. Round 2 will ask about the time since the Round 1 interview through the date of the Round 2 interview. Subsequent interviews will all cover the “inter-interview interval”.

Questionnaires for these field periods are largely parallel to those used in prior MEPS interviews. The instruments contain items that are asked once in the life of the study, items that are asked repeatedly in each round, and items that are updated from round to round. Items only asked once include basic sociodemographics. Core questions asked repeatedly include health status, health insurance coverage, employment status, days of restricted activity due to health problems, medical utilization, hospital admissions, and purchase of medicines. For each health encounter identified, data will be obtained on the nature of health conditions, the services provided, the associated charges and sources (and amounts) of payments. Permission forms for medical providers will be collected in the field.

4.2.7 Interviewing in Spanish and other languages

While a complete translation of the HC instrument is not required, the Contractor shall provide special training for interviewers expected to conduct interviews in Spanish. Those training materials (such as mock interviews) shall themselves be in Spanish. A translation guide to key screens and concepts in the interview shall be provided to insure uniformity of presentation. Key respondent materials such as the study brochure and calendar (medical events record) and respondent contact materials shall be provided in Spanish. The Government will furnish copies of the current Spanish materials upon award.

4.2.8 Collecting permission forms and establishing the sample for the Medical Provider Component

As required by the survey design, the contractor shall duplicate permission forms and explanatory materials that allow AHRQ and its contractors to collect information from respondent’s medical providers: hospitals, physicians, home health providers and pharmacies. The sample selection algorithm is incorporated into the existing CAPI application. As part of this task, the contractor shall insure that the CAPI application a) alerts interviewers to the need to obtain permission forms for specific household person-provider pairs and specifies the name and address of the medical provider that should appear on the form. B) creates a unique list of medical providers within each reporting unit c) includes a directory of sufficient geographic reach to be an efficient source of addresses for medical providers identified as sources of care by household respondents. This medical provider directory (for example a commercial phone listing) shall uniquely identify or be made to uniquely identify providers to ease the unduplication of medical providers across households.

The application provided includes all these features. The expected permission form response rate is 80 percent, calculated as the ratio of the number of signed permission forms for each unique person provider pair

to the total number of unique person-provider pairs in the MPC sample.

The schedule of collection for permission forms is as follows: in round 1 permission forms are collected for all hospital events reported during the round. In round 2, all permission forms not signed (but not refused) are followed up, and new forms are produced and presented for signing for all physician visits and home health providers from the beginning on the reference period (typically January 1) til the date of the Round 2 interview. Permission forms for new hospital events are also collected. Round 3 continues to collect any new hospital forms and follows up any additional forms for the first reference year of the panel (including any new eligible events in round 3). Pharmacy permission forms are also collected for the entire first year of the panel in Round 3. Rounds 4 and 5 repeat the sequence of rounds 2 and 3 for the second year of the panel.

4.2.9 Establish the frame for the household linked IC sample

During the round 1 and round 3 interviews, the current CAPI application establishes the sample of establishments (largely employers, but also insurers, unions and association) identified as either employers (and) or other sources of health insurance for household members. A file containing this frame, with appropriate supplemental variables necessary for fielding and back-linkage shall be provided to the Government. The actual data collection for this component is implemented through another mechanism. Details of the HC-IC sample selection are included in the exhibits.

4.3 Medical Provider Component

4.3.1 Implementing and documenting sample

While the sample is identified as part of the CAPI application for the Household Component, the contractor will be required to maintain the sample including documentation of any splits, merges and determinations of “out of scope.” occurring throughout the field period.

4.3.2 Unduplicating the sample

Although the provider – the office, clinic, physician, hospital, pharmacy or home health provider is the “case” for the purpose of data collection operations, each MPC case may represent one or more household respondents nominating the same provider to the MPC sample.

To prepare for the fielding of the MPC, the Contractor shall consolidate all duplications in the medical provider lists generated by household respondents. Using automated and/or manual means, the contractor shall review the provider sample generated by the household survey and assign unique provider identification numbers to each provider or group of providers that represent a single MPC respondent. These unique identifiers shall be constructed in a way that allows the MPC provider to be linked to the person-events recorded in the household survey that generated the provider. This unduplication shall occur within and across households, PSUs and rounds. The resulting unique list of medical providers shall constitute the field sample for the MPC. The schedule for data collection requires that unduplication be conducted in an ongoing manner.

4.3.3 Identifying hospital physicians

For each hospital event (outpatient, inpatient or emergency room), the MPC interviewer, using MPC data collection instruments, shall elicit from the hospital records the names of physicians providing care to the patient during the event and who receive payments not included in the accounting of charges and payment for the main hospital bill. These newly identified patient provider pairs become part of the MPC sample either as new cases or as additional pairs to existing cases in an ongoing manner throughout the fielding of the hospital cases.

4.3.4 Provide data collection forms, advance letters, other respondent materials

Materials for data collection, including data collection forms, brochures and other respondent materials have been prepared. We anticipate these being used without major modifications. Copies of materials will be provided on award..

4.3.5 Recruiting, training and managing interviewers

The contractor shall adapt already developed procedures and materials to train all data collection staff before the beginning of data collection. Training programs shall be designed so that all data collection staff performing the same function have the same training, in content and in method. Training manuals and materials shall be adapted from those used in the current MEPS MPC.

Following training, interviewers should be able, at a minimum to: a) identify and reach appropriate respondents in physician offices and medical facilities; b) explain the nature and purpose of the survey and answer questions commonly asked by medical staff in deciding whether or not to cooperate with data collection; c) arrange with medical staff any of a variety of methods for obtaining the required data; d) abstract required data from medical records; e) use manuals as references and guides; e) completely, accurately and in a timely manner process all administrative forms including those used for production, time and expenses.

In addition to the capabilities described above, supervisory personnel shall be able to perform the following functions: a) observe interviewers, recording instances of appropriate and inappropriate behavior and conveying these observations to the interviewers in a constructive fashion; b) counsel interviewers on appropriate handling of unusual situations; c) monitor interviewer production, time and expense; d) conduct interviewer training sessions so that all interviewers shall receive, in substance and quality, the same training.

4.3.6 Collecting data from medical providers

The sample of the MEPS MPC is designed to provide data on events for which household respondents are less likely to be fully aware of the financial transactions regarding the medical care received, to enrich the sample of events available as donors for imputation, and to provide a basis for methodological analysis of household reported payments for all types of events. The MPC sample can be split into the following groups for data collection operations.

- (1) Hospitals. All hospitals, including psychiatric hospitals reported at the cite of care for inpatient stays, outpatient department visits and emergency room encounters.
- (2) Hospital physicians. Physicians identified by hospitals as providing care to sampled persons during the course of a hospital event (inpatient stay, outpatient visit or emergency room visit) who render bills apart from the hospital facility shall be included in the MPC sample.
- (3) Office based sample. All office based physicians shall be included in the sample. However, the existing CAPI instrument identifies households based on a hierarchy and a sample selection algorithm(100% of physicians providing care to households with a medicaid recipient, plus 75% of remaining households enrolled in an HMO, + a nationally representative 25% sample of the remaining households) that results in an approximate 50 percent sample of all potentially eligible physicians. The contractor shall maintain this flag in the sampling database for MPC so that should cost considerations require doing so, the 50 percent sample could be implemented.
- (4) Home health providers. All agency home health providers of care to sampled persons shall be included in the MPC sample.
- (5) Pharmacies. All pharmacies that have dispensed prescribed medicines to sampled persons shall be included in the sample.

All hospitals, home health agencies and pharmacies are “in scope” for the MPC. Other providers and sites of care are in-scope for MPC (office based sample) if the provider is a doctor of medicine or osteopathy, or if the provider works under the direction and/or supervision of a MD or DO. For example, physician assistants and nurse practitioners working in clinics are medical providers considered in scope for the MPC. Chiropractors and dentists are out of scope (unless practicing in a hospital).

Based on historical sample projections, we anticipate the eligible MPC sample for 2003(combined panel) to be as identified in Table 4.3(A).

Table 4.3(A)	
MPC sample size assumptions: pair level	
Activity	Estimate for 2003
Household Completes	15,000
Hospitals	
Initial sample for which permission to contact provider is available (.75 x HC completes)	11,250
Final N (remove ineligible; initial sample x 0.9))	10,125
Expected completed pairs (final n x response rate of 90%)	9112
HMO	
Initial sample for which permission to contact is available (.05 x HC completes)	750
Final N (remove ineligible; initial sample x 0.85)	638
Expected completed pairs (final n x response rate of 90%)	574
Institutions	
Initial sample for which permission to contact is available (.007 x HC completes)	105
Final N (remove ineligible; initial sample x 1.0)	105
Expected completed pairs (final n x response rate of 90%)	95
Home health	
Initial sample for which permission to contact is available (.04 x HC completes)	600
Final N (remove ineligible; initial sample x .9)	540
Expected completed pairs (final n x response rate of 90%)	486
Office Based Physicians	
Initial sample for which permission to contact is available (HC completes x 2.0)	30,000
Final N (remove ineligible; initial sample x .87)	26,100
Expected completed pairs (final n x 90% response rate)	23,490
Hospital Identified Physicians	
Initial sample for which permission to contact is available (HC completes x 1.6)	24,000
Final N (remove ineligible; initial sample x .85)	20,400
Expected completed pairs (final n x 90% response rate)	18,360
Pharmacy	
Initial sample for which permission to contact is available (HC completes x 1.4)	21,000
Final N (remove ineligible; initial sample x .85)	17,850

Table 4.3(A)	
Expected completed pairs (final n x 90% response rate)	16,065

The MPC sample to provide data for 2003 estimates is composed of two parts - providers associated with 2003 events for persons enrolled in MEPS beginning in 2002 and providers associated with 2003 events for persons enrolled in MEPS beginning in 2003. Sample for 2003 MEPS households associated with the 2003 panel will be identified under this contract (Task B). The sample of providers associated with the 2002 panel will be identified under the current MEPS contract. For 2003 events encountered by persons/ households in the 2002 panel the Government will provide sample frame materials and appropriate hard copy materials, including permission forms, to the contractor.

Each year of the MPC, all providers shall be screened over the phone to ascertain their eligibility, their association with the MEPS household respondent, and to obtain information to facilitate the conduct of the core MPC interview. Data collection methods shall include phone, fax transmission and self administration. Response rates for the MPC are expected to be 90 percent at both the provider and pair level.

Contractors shall have considerable flexibility in proposing a schedule for data collection. However, data collection shall end in time for the data file containing full year use and expenditure estimates for calendar 2003 to be delivered by December 1, 2005.

Field progress and cost shall be reported weekly to the Project Officer. Supervision through supervised interviews, reviews of individual interviews and other means of observation and verifications shall be maintained to assure the quality of the data. The contractor shall arrange for systematic and timely reporting of quality control data to the Project Officer. The contractor shall maintain toll-free telephone communications for both interviewers and respondents with the central office so that all questions can be answered efficiently and problems anticipated.

4.4 Data Processing

The MEPS uses a CAPI instrument as its primary data collection vehicle (although the self-administered questionnaire, diabetes care supplement and MPC questionnaires are on paper). Data in the operational database produced by the CAPI instrument is transformed into a series of analytic files. The principle files for this project are not panel specific, but rather make use of two panels to provide estimates for a single calendar year. This contract includes the production of analytic files for 2003. Data for 2003 derived from the 2002 panel shall be delivered having been subjected to between round editing and editing needed for the construction of weights (demographic and survey administration variables).

4.4.1 Providing data security

The Contractor shall provide for the secure and confidential storage of all hardcopy forms and computer files, as specified by the Project Officer. In addition, the Contractor shall provide for the secure and confidential transmission of data between the central office, interviewers and field staff, as well as for the secure storage of information residing on the interviewer's laptops. Within 30 days of award, the contractor shall submit a draft,

and within 90 days a final plan and implementation schedule for data security. The plan and actual implementation for data security shall conform to all current government regulations for the use and storage of confidential data.

4.4.1 Between round processing

The MEPS makes heavy use of dependent interviewing. Successful implementation of this design in the field requires that all data changes indicated in the interviewer comment field of the instrument be implemented before the case is released to the field for subsequent rounds of interviewing. Our experience to date is that about 50 percent of cases require comment review, with one third requiring change to more than one section of the database.

The contractor shall submit a plan for comment review and tracking changes made to the database. This plan shall insure that the database is updated before the case is refiled in the next round.

4.4.3 Forms control and receipt

The contractor shall develop and implement data and forms receipt procedures. These procedures shall include the monitoring and quality control of each stage of data receipt, procedures for identifying and handling hard copy instruments, procedures for insuring the error free transmission of cases and other communication between the central office and interviewers. The means for tracking the receipt of hard copy materials (such as permission forms and self administered questionnaires) and flagging overdue or outstanding materials, or hardcopy documents related to a case shall be provided.

4.4.4 Data entry

The contractor shall key all non-CAPI data collected. The contractor shall develop, reproduce and implement detailed keying, keying training and keying verification procedures. Keying verification shall begin at a rate of 100 percent and continue until a keyer specific rate of one percent or less is consistently achieved. Once the one percent error rate is achieved, keying verification shall be reduced to a ten percent sample of each day's work for each keyer. Batches with error rates in the sample of greater than one percent shall be subject to 100 percent verification. Keyers who cannot achieve and/or maintain an error rate below one percent shall be released.

4.4.5 Conducting training program for coders and verifiers

The MEPS interview contains a number of text fields that need to be converted to numeric form. These include.

- (1) All conditions reported during the MPC and HC interviews - these shall be classified using the ICD-9 classification scheme.
- (2) All industry and occupation codes reported in the employment section of the HC instrument - these shall be coded according to the US Bureau of the Census Industry and Occupational Index System
- (3) All drugs reported in the HC and MPC data collection. Any verbatim mentions shall be converted into NDC codes, to the extent possible, or to an appropriate disaggregated code when NDC coding is not

possible.

- (4) All supplies identified in the MPC shall be coded using BETOS coding specifications
- (5) Sources of payment information reported in the HC and MPC according to the memoranda in the exhibits.

The contractor shall develop and conduct a training program for coders and verifiers. The contractor shall develop and implement detailed coding instructions and verification procedures with adjudication procedures specified. Each coders work shall be checked at 100 percent during the first two weeks of coding or until the error rate is less than 2 percent, where the error rate is calculated as the number of codes for which there is disagreement as the numerator and the total number of codes generated by the coder is the denominator. As each coder achieves the target error rate or better, verification can be reduced to a ten percent batch sample of each coders work. Batches exceeding the target error rate based on the sample shall be subjected to 100 percent verification. Verification and adjudication shall occur within 2 working days of the end of a batch to provide feedback to the coders.

4.4.6 Matching

The contractor shall develop and implement specifications for statistically matching data collected in the Medical Provider Component with complementary data collected in the Household Component. For previous panels of the MEPS, a probabilistic strategy was employed. Specifications of the strategies used in these efforts shall be provided on award.

4.4.7 Developing analytic files

The main goal of this procurement is the delivery of high quality, timely and accurate survey data to AHRQ and its customers. To this end, AHRQ requires the development, editing and updating of analytic files that form part of a database accessible by AHRQ and others for use in health care research and analysis. The contractor must develop, edit, update and document the files identified in Table 4.7 (A) below to:

- * Enable AHRQ to provide policy makers, health care administrators, businesses and others with timely, comprehensive information about health care use and costs in the United States, and to improve the accuracy of their economic projections
- * Help in understanding how the dramatic growth of managed care, changes in private health insurance, and other dynamics of today's market-driven health care delivery system have effected, and are likely to affect, the kinds, amounts, and costs of health care that Americans use.
- * Permit projecting who benefits from, and who bears the cost of, changes to existing health policy and the creation of new policies.
- * Permit answering a wide variety of questions and mandates of AHRQ including those specified in

AHRQ's legislation, specifically those pertaining to health care access, use, expense, insurance cost and quality for the population of the United States as a whole, and for important priority populations, including those who experience health care disparities.

For each year (2003) in addition to the archival version of the full operational database, 4 sets of files shall be required.

1. A point in time file, comparable to MEPS-HC-022. This file is at the person level and includes person level weights
2. A full year use, insurance file comparable to MEPS-HC-021 but also containing variables from the access to care supplement, the priority condition/ accountability supplement (including the diabetes care supplement), the self administered questionnaire, and the revisions to the child health supplement. This file shall be at the person level and shall include round specific, SAQ specific and full year person weights
3. A full year consolidated expenditure file, including all of the variables listed in 3, above, plus the summary person level expenditure and source of payment variables comparable to those on MEPS-HC-020.
4. A delivery containing all of the non-person level files: a file for each event type with links to persons and conditions comparable to the MEPS-HC- 016 series, a file containing all conditions reported in the year, with linkages to people and events, comparable to MEPS-HC-018, and a file containing details of all jobs reported during the year comparable to MEPS-HC-007.
5. To document the MPC and the process of estimating expenditures, the following files shall be produced. (A) a raw, rectangularized file of MPC data for hospital, outpatient, home health, and hospital physician events. (B) An event level file constructed post matching and imputation including matching weights, CPT4 codes, and variables used during the imputation process (class and sort variables), (C) a file containing the universe of pairs with selection and permission form status.

Specifically the files listed in Table 4.4.7(A) are to be delivered.

Table 4.4.7(A)
Key MEPS Data Deliverables - 2003 Estimates

File	Expected Due Date
2003 Point in time file (2002 round 3 and 2003 round 1) estimate file, comparable to MEPS HC-022 with weights, variables for variance estimation and complete documentation	7-1-04
2003 Full Year Use and Insurance File, comparable to MEPS HC-021, but also including SAQ data, accountability measures, preventive care supplement data and any condition specific supplement data, with person level weights, variables for variance estimation and complete documentation	5-30-05
2003 Home health event file with weights, variables for variance estimation and complete documentation, comparable to MEPS HC-16A	8-01-05
2003 Other medical expenses event file with weights, variables for variance estimation and complete documentation, comparable to MEPS HC-16C	8-01-05
2003 Dental visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS HC-16B	8-01-05
2003 Medical provider visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS HC-16G	9-01-05
2003 Outpatient department visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS HC-16F	9-01-05
2003 Emergency room visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS HC-16E	9-01-05
2003 Prescribed medication event file with weights, variables for variance estimation and complete documentation comparable to HC-16A	11-1-05
2003 Hospital stay event file with weights, variables for variance estimation and complete documentation, comparable to MEPS HC-16D	11-1-05
2003 Condition file and 2003 Jobs file with weights, variables for variance estimation and complete documentation, comparable to MEPS HC-025 and MEPS HC-018	11-1-05
2003 Full year use, expense and insurance file, comparable to MEPS HC-020, but also including SAQ data, access to care data, accountability measures, preventive care supplement and any condition specific supplement data, with both person and family level weights, specialized weights for access and SAQ analysis, variables for variance estimation and complete documentation.	12-1-05

4.4.8 Analytic Files Editing, Quality Control

As part of its analytic file efforts, the contractor shall: (1) design, test and implement procedures to edit raw data, including resolution of inconsistencies (2) Perform imputations using weighted hotdeck or other methods, (3) Perform quality control checks on final versions of files for all key as well as all non-key individuals included in the database. These checks shall entail at a minimum producing population-weighted frequencies of selected variables and benchmarking the results against other sources of similar information, (4) Edit data to conform to the standards and specifications described in Table 4.7(A). (5) Edit data from the access to care supplement, self administered questionnaire, and diabetes care supplement to similar detailed specifications provided by the Government at contract award. (6) Implement methods (including use of data collected through the Medical Provider Component) of replacing missing data for charges, and all payment sources for each event, including prescribed medications, income (total and sources), and hourly wage for each job reported.

The Contractor shall organize the data collected in the HC and MPC into data files usable with the SAS statistical software package. In addition to the final cleaned, edited and imputed files, archival files containing the original CAPI data prior to editing, coding and/or imputation shall be delivered and documented.

All data file deliveries shall include the following:

- * A cleaned and edited/imputed data file
- * The original unedited file and complete and detailed documentation for each of the files.
- * The final version of the CAPI instruments (machine readable version) used for data collection.
- * A codebook containing:
 - * The name of the variable
 - * A description of the variable
 - * Reference to its source in the data collection
 - * The type of data (alphanumeric or numeric)
 - * Its length, position on the file, and specifications used in editing, cleaning and/or imputing the variable
 - * For all non-continuous variables, the codebook shall also include all values of the variable and the meaning of each value.
 - * For continuous variables, the codebook shall include the range of valid values, and any bad data codes and their meaning.
- * The documentation shall also include:
 - * The frequency and percent distribution (weighted and un-weighted) of the values of each non-continuous variable and for continuous variable
 - * A frequency and percent distribution in terms of the valid range and each additional code.

- * Variable formats and a crosswalk between the survey instruments used and the analytic variables produced shall also be included.

The documentation accompanying MEPS HC-012 should be used as a model for the level of documentation required.

Option Period 1

The contractor shall continue Task 4.1. Task 4.2 shall be repeated for the 2004 HC panel with the sample specified below. Task 4.3 shall be repeated to support 2004 estimation. Task 4.4 shall be repeated for 2004 estimation.

The sample for the 2004 panel will consist of 8,640 dwelling units selected as a nationally representative subsample of the households that respond to the 2003 National Health Interview Survey (NHIS). The sample will be selected by the Government and provided to the Contractor no later than December 1, 2003. The sample will be selected from a nationally representative NHIS subsample from 2 NHIS panels out of 4. The sample design of the NHIS will be as specified in Task 4.2..

Option Period 2

The contractor shall continue Task 4.1. Task 4.2 shall be repeated for the 2005 HC panel with the sample specified below. Task 4.3 shall be repeated to support 2005 estimation. Task 4.4 shall be repeated for 2005 estimation.

The sample for the 2005 panel will consist of 9,000 dwelling units selected as a nationally representative subsample of the households that respond to the 2005 National Health Interview Survey (NHIS). The sample will be selected by the Government and provided to the Contractor no later than December 1, 2004. The sample will be selected from a nationally representative NHIS subsample from 2 NHIS panels out of 4. The sample design of the NHIS will be as specified in Task 4.2.

SECTION D - PACKAGING AND MARKING

The Contractor shall mark each delivery with the organizations name, contract number, item number, and quantity (indicating partial, full or final shipment. As appropriate, note on the face page of the report and when feasible on the binding (1) "one volume only" or (2) "volume 1 of 2, volume 2 of 2" etc.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

- a. The contracting officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION the Government Project Officer is the authorized technical representative of the contracting officer.
- c. Inspection and acceptance will be performed at:

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

E.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE

F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

F.2 PERIOD OF PERFORMANCE

1. The period of performance for the Base Period of the contract shall be from the effective date of the contract through 42 months (3 ½ years) thereafter with two one-year Option Periods.
2. The period of performance for Option Period 1, if exercised, shall be for 12 months following the completion of the Base Period. The period of performance for Option Period 2, if exercised, shall be for 12 months following the completion of the Option Period 1.

F.3 DELIVERY SCHEDULE

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

The Contractor shall produce the following scheduled reports/deliverables in the amount, and within the time frame indicated. Deliverables shall be submitted to the Project Officer, Agency for Healthcare Research and Quality, Center for Organization and Delivery Studies, 2101 East Jefferson St., Rockville, Maryland 20852 (Phone: **To Be Completed at Time of Contract Award**). Draft deliverables are those submitted to the Project Officer for review. Final deliverables are those incorporating changes requested by the Project Officer. Survey instruments refer to both hard copy representations as well as executable computer software that can be reviewed by the Government.

Each deliverable, except datafiles, shall include 4 hard copies, plus a machine readable copy in the work processing package supported by AHRQ (which is currently Word Perfect 6.0).

Date file deliverables shall be in the form of CD ROMS. All documentation accompanying the file shall be included on the CD.

Twelve hundred (1,200) copies of each final database delivery shall be required. These include deliverables . Two copies of the other database deliverables will be sufficient. Dates are in months (M) or weeks (W)s or days (Ds) from the effective date of the contract unless otherwise specified.

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

Deliverables - Base Period

	Title	Draft	Final
1	Management meeting agenda	NA	5 Ds before meeting
2	Management meeting minutes	NA	10 Ds after meeting
3	Updates to Project Plan		every 6 M
4	Documentation of key decisions	NA	10 Ds after decision
5	Annual Methodology Report - 2002	01-02-2003	03-01-2003
6	Annual Methodology Report - 2003	01-02-2004	03-02-2004
7	Annual Methodology Report-2004	01-02-2005	03-02-2005
8	Annual Methodology Report - 2005	01-02-2006	01-02-2006
9	Specifications for sample preparation - 2003 MEPS	09-01-2002	12-01-2002
10	Specifications for calculating round 1/round 3 weights for 2003 point-in-time estimation	06-30-03	04-30-04
11	Specifications for calculating full year 2003 weights (person and family, pooled panel) with poverty status adjustments	06-30-04	12-30-04
12	Specifications for calculating full year 2003 SAQ weights	12-30-03	06-30-04
13	Specifications for calculating full year 2004 Diabetes Care Supplement weights	12-30-03	6-30-04
14	CAPI instruments - executable software and hard copy representation	4 M before use	3 M before use
15	Hard copy respondent materials (letters, brochures, calendar)	3 M before use	2 M before use
16	Training plan	3 M before training	2 M before training
17	Complete training materials including schedules, verbatim scripts, interviewer and supervisor manuals, glossaries and mock interviews	3 M before use	2 M before use
18	Field staffing plan	1M after award	2 M after award
19	Plan for data collection, including field communications, electronic and mail case transfer, travel, supervision, quality control	1M after award	2 M after award

	Title	Draft	Final
20	Field cost and progress reports	NA	weekly, during data collection
21	Spanish translation guide and plan for recruiting and training of bilingual interviewers	2 M	4 M
22	Plan for collecting and receipting medical provider permission forms	2 M	3 M
23	Plan for establishing the frame for the MPC sample, including unduplication	3 M	4M
24	Permission form response rate reports for the MPC by provider category		weekly
25	Plan for preparing the IC sample frame	3 M	4 M
26	Listing of the IC sample frame with addresses and other variables needed for fielding and back-linkage	–	60 D after the end of Round 1/Round 3 HC data collection
27	Plan for maintaining the frame for the MPC during fielding, including procedures for splits and merges	4 M	5M
28	Plan for unduplication of the MPC sample	4 M	5 M
29	Plan for the identification and fielding of hospital physicians	4 M	5 M
30	Respondent materials - letters, brochures for the MPC	3 M before use	2 M before use
31	MPC data collection forms	4 M before use	3 M before use
32	Overall MPC data collection plan, including staffing plan, quality control procedures, electronic communication and transmission arrangements, field cost and production reports (samples), response rate reports, and plan for multi-mode data collection	4 M	5 M
33	Report on MPC data collection for 2003, evaluating the overall MPC data collection plan	1 M after end of field period	2 M after end of field period
34	MPC interviewer and abstractor training materials including a schedule, verbatim scripts, trainer, supervisor and interviewer manuals, mock interviews and home study packages	3 M before use	2 M before use
33	MPC cost and progress data collection reports		weekly
34	MPC response rate reports (pair and provider level)		weekly
35	Overall data processing plan	2 M	annual updates during contract
35	Data Security Plan	2 W	annual updates each year
37	Plan for between round processing	3 M	4M

	Title	Draft	Final
38	Plan for forms control and receipt - HC	2 M before the start of each field period	3 W before the start of each field period
39	Plan for forms control and receipt - MPC	2 M before the start of each field period	3 W before the start of each field period
40	Plan for data entry (HC and MPC)	2 M	4 M
41	Coding plan for drugs, conditions, medical procedures and supplies (HC and MPC) including training materials and quality control specifications	4 M	5 M
42	Coding plan for sources of payment (HC and MPC) including training materials and quality control specifications	5 M	6 M
43	Coding plan for industry and occupation data, including training materials and quality control specifications	6 M	7 M
44	Final operational database (after comment review and construction of variables required for weights) weights and variables for variance estimation, 2002 Panel, Rounds 1-3		9-30-04
45	Final operational database (after comment review and construction of variables required for weights) weights and variables for variance estimation, 2002 Panel, Rounds 1-5		9-30-05
46	CADE specifications for the SAQ, and DCS	6 W before CADE begins	3 W before CADE begins
47	Preliminary file (no editing) for SAQ,DSC, priority conditions supplement and clinical preventive services data for 2003		2 M after data collection
48	The MPC file for 2003, flattened to the event level, with provider characteristics and identification on each record		9-30-05
49	The pre-imputation, post editing MPC files for each event type		9-30-05
50	Plan for editing and imputation, pooled sample point in time estimate file (comparable to MEPS-HC-022 for 2003	4 M	6 M
51	2003 Point in time (2002 round 3 and 2003 round 1) estimate file (comparable to MEPS-HC-022)with weights, variables for variance estimation and complete documentation		7-1-04
52	Plan for income estimation, 2003 (including poverty status)	6 M	9 M
53	Plan for producing the 2003 Full Year Use and Insurance File (comparable to MEPS-HC-021 but also including SAQ data, accountability measures, preventive care supplement and any condition specific supplement data).	6 M	9 M

	Title	Draft	Final
54	2003 Full Year Use and Insurance File (comparable to MEPS-HC-021 but also including SAQ data, accountability measures, preventive care supplement and any condition specific supplement data) with person and family weights, variables for variance estimation and complete documentation		5-30-05
55	Plan for producing 2003 Event files, excluding prescribed medicines	6 M	9 M
56	Plan for producing 2003 Prescribed medicine file	4 M	6 M
57	Home health event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16A		08-01-05
58	Other medical expense event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16C		08-01-05
59	Dental Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16B		08-01-05
60	Medical Provider Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16G)		09-01-05
61	Outpatient Department Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16F		9-01-05
62	Emergency Room Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16E		9-01-05
63	Condition and Jobs file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-025and MEPS-HC-018		11-1-05
64	Hospital Stay event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16D		11-1-05
65	Prescribed medication event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16A		11-1-05
66	Full year 2003 Use, Expense and Insurance File (comparable to MEPS-HC-020 but also including SAQ data, access to care data, accountability measures, preventive care supplement and any condition specific supplement data) with person weights, family weights, and specialized weights for access and SAQ supplement analysis, variables for variance estimation and complete documentation		12-1-05
67	Subcontracting Report for Individual Contracts (SF -294)		April 30 (annually) October 30 (annually) 3 (1 original and 2 copies to the Contracting Officer)
68	Summary Subcontractor Report (SF 295)		October 30 (annually) 1 copy to the Office of Small and Disadvantaged Business Utilization (DHHS)

	Title	Draft	Final
69	Small Disadvantaged Business Participation Report		1 copy at completion

Deliverables - Option Period 1
Unless otherwise specified Days (D), Weeks (W) or Months (M)
refer to time from exercise of the option period

	Title	Draft	Final
70	Management meeting agenda	NA	5 Ds before meeting
71	Management meeting minutes	NA	10 Ds after meeting
72	Updates to Project Plan		every 6 M
73	Documentation of key decisions	NA	10 Ds after decision
74	Annual Methodology Report - 2006	01-02-2007	03-01-2007
75	Specifications for sample preparation - 2004 MEPS	09-01-2003	12-01-2003
76	Specifications for calculating round 1/round 3 weights for 2004 point-in-time estimation	06-30-05	04-30-06
77	Specifications for calculating full year 2005 weights (person and family, pooled panel) with poverty status adjustments	06-30-05	12-30-05
78	Specifications for calculating full year 2004 SAQ weights	12-30-04	06-30-05
79	Specifications for calculating full year 2004 Diabetes Care Supplement weights	12-30-04	6-30-05
80	CAPI instruments - executable software and hard copy representation	4 M before use	3 M before use
81	Hard copy respondent materials (letters, brochures, calendar)	3 M before use	2 M before use
82	Training plan	3 M before training	2 M before training
83	Complete training materials including schedules, verbatim scripts, interviewer and supervisor manuals, glossaries and mock interviews	3 M before use	2 M before use
84	Field staffing plan	1M after award	2 M after award
85	Plan for data collection, including field communications, electronic and mail case transfer, travel, supervision, quality control	1M after award	2 M after award

	Title	Draft	Final
86	Field cost and progress reports	NA	weekly, during data collection
87	Spanish translation guide and plan for recruiting and training of bilingual interviewers	2 M	4 M
88	Plan for collecting and receipting medical provider permission forms	2 M	3 M
89	Plan for establishing the frame for the MPC sample, including unduplication	3 M	4M
90	Permission form response rate reports for the MPC by provider category		weekly
91	Plan for preparing the IC sample frame	3 M	4 M
92	Listing of the IC sample frame with addresses and other variables needed for fielding and back-linkage	–	60 D after the end of Round 1/Round 3 HC data collection
93	Plan for maintaining the frame for the MPC during fielding, including procedures for splits and merges	4 M	5M
94	Plan for unduplication of the MPC sample	4 M	5 M
95	Plan for the identification and fielding of hospital physicians	4 M	5 M
96	Respondent materials - letters, brochures for the MPC	3 M before use	2 M before use
97	MPC data collection forms	4 M before use	3 M before use
98	Overall MPC data collection plan, including staffing plan, quality control procedures, electronic communication and transmission arrangements, field cost and production reports (samples), response rate reports, and plan for multi-mode data collection	4 M	5 M
99	Report on MPC data collection for 2003, evaluating the overall MPC data collection plan	1 M after end of field period	2 M after end of field period
100	MPC interviewer and abstractor training materials including a schedule, verbatim scripts, trainer, supervisor and interviewer manuals, mock interviews and home study packages	3 M before use	2 M before use
101	MPC cost and progress data collection reports		weekly
102	MPC response rate reports (pair and provider level)		weekly
103	Overall data processing plan	2 M	annual updates during contract
104	Data Security Plan	2 W	annual updates each year
105	Plan for between round processing	3 M	4M

	Title	Draft	Final
106	Plan for forms control and receipt - HC	2 M before the start of each field period	3 W before the start of each field period
107	Plan for forms control and receipt - MPC	2 M before the start of each field period	3 W before the start of each field period
108	Plan for data entry (HC and MPC)	2 M	4 M
109	Coding plan for drugs, conditions, medical procedures and supplies (HC and MPC) including training materials and quality control specifications	4 M	5 M
110	Coding plan for sources of payment (HC and MPC) including training materials and quality control specifications	5 M	6 M
111	Coding plan for industry and occupation data, including training materials and quality control specifications	6 M	7 M
112	Final operational database (after comment review and construction of variables required for weights) weights and variables for variance estimation, 2004 Panel, Rounds 1-3		9-30-05
113	Final operational database (after comment review and construction of variables required for weights) weights and variables for variance estimation, 2004 Panel, Rounds 1-5		9-30-06
114	CADE specifications for the SAQ, and DCS	6 W before CADE begins	3 W before CADE begins
115	Preliminary file (no editing) for SAQ,DSC, priority conditions supplement and clinical preventive services data for 2004		2 M after data collection
116	The MPC file for 2004, flattened to the event level, with provider characteristics and identification on each record		9-30-06
117	The pre-imputation, post editing 2004 MPCfiles for each event type		9-30-06
118	Plan for editing and imputation, pooled sample point in time estimate file (comparable to MEPS-HC-022 for 2004	4 M	6 M
119	2004 Point in time (2003 round 3 and 2004 round 1) estimate file (comparable to MEPS-HC-022)with weights, variables for variance estimation and complete documentation		7-1-05
120	Plan for income estimation, 2004 (including poverty status)	6 M	9 M
121	Plan for producing the 2004 Full Year Use and Insurance File (comparable to MEPS-HC-021 but also including SAQ data, accountability measures, preventive care supplement and any condition specific supplement data).	6 M	9 M

	Title	Draft	Final
122	2004 Full Year Use and Insurance File (comparable to MEPS-HC-021 but also including SAQ data, accountability measures, preventive care supplement and any condition specific supplement data) with person and family weights, variables for variance estimation and complete documentation		5-30-06
123	Plan for producing 2004 Event files, excluding prescribed medicines	6 M	9 M
124	Plan for producing 2004 Prescribed medicine file	4 M	6 M
125	Home health event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16A		08-01-06
126	Other medical expense event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16C		08-01-06
127	Dental Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16B		08-01-06
128	Medical Provider Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16G)		09-01-06
129	Outpatient Department Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16F		9-01-06
130	Emergency Room Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16E		9-01-06
131	Condition and Jobs file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-025and MEPS-HC-018		11-1-06
132	Hospital Stay event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16D		11-1-06
133	Prescribed medication event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16A		11-1-06
134	Full year 2004 Use, Expense and Insurance File (comparable to MEPS-HC-020 but also including SAQ data, access to care data, accountability measures, preventive care supplement and any condition specific supplement data) with person weights, family weights, and specialized weights for access and SAQ supplement analysis, variables for variance estimation and complete documentation		12-1-06
135	Subcontracting Report for Individual Contracts (SF -294)	April 30 (annually) October 30 (annually) 3 (1 original and 2 copies to the Contracting Officer)	
136	Summary Subcontractor Report (SF 295)	October 30 (annually) 1 copy to the Office of Small and Disadvantaged Business Utilization (DHHS)	

	Title	Draft	Final
137	Small Disadvantaged Business Participation Report	1 copy at completion	

Deliverables - Option Period 2
 Unless otherwise specified Days (D), Weeks (W) or Months (M)
 refer to time from exercise of the option period

	Title	Draft	Final
138	Management meeting agenda	NA	5 Ds before meeting
139	Management meeting minutes	NA	10 Ds after meeting
140	Updates to Project Plan		every 6 M
141	Documentation of key decisions	NA	10 Ds after decision
142	Annual Methodology Report - 2007	01-02-2008	03-01-2008
143	Specifications for sample preparation - 2005 MEPS	09-01-2004	12-01-2004
144	Specifications for calculating round 1/round 3 weights for 2005 point-in-time estimation	06-30-06	04-30-07
145	Specifications for calculating full year 2005 weights (person and family, pooled panel) with poverty status adjustments	06-30-06	12-30-06
146	Specifications for calculating full year 2005 SAQ weights	12-30-05	06-30-06
147	Specifications for calculating full year 2005 Diabetes Care Supplement weights	12-30-04	6-30-06
148	CAPI instruments - executable software and hard copy representation	4 M before use	3 M before use
149	Hard copy respondent materials (letters, brochures, calendar)	3 M before use	2 M before use
150	Training plan	3 M before training	2 M before training
151	Complete training materials including schedules, verbatim scripts, interviewer and supervisor manuals, glossaries and mock interviews	3 M before use	2 M before use
152	Field staffing plan	1M after award	2 M after award
153	Plan for data collection, including field communications, electronic and mail case transfer, travel, supervision, quality control	1M after award	2 M after award
154	Field cost and progress reports	NA	weekly, during data collection
155	Spanish translation guide and plan for recruiting and training of bilingual interviewers	2 M	4 M
156	Plan for collecting and receipting medical provider permission forms	2 M	3 M
157	Plan for establishing the frame for the MPC sample, including unduplication	3 M	4M

	Title	Draft	Final
158	Permission form response rate reports for the MPC by provider category		weekly
159	Plan for preparing the IC sample frame	3 M	4 M
160	Listing of the IC sample frame with addresses and other variables needed for fielding and back-linkage	–	60 D after the end of Round 1/Round 3 HC data collection
161	Plan for maintaining the frame for the MPC during fielding, including procedures for splits and merges	4 M	5M
162	Plan for unduplication of the MPC sample	4 M	5 M
163	Plan for the identification and fielding of hospital physicians	4 M	5 M
164	Respondent materials - letters, brochures for the MPC	3 M before use	2 M before use
165	MPC data collection forms	4 M before use	3 M before use
166	Overall MPC data collection plan, including staffing plan, quality control procedures, electronic communication and transmission arrangements, field cost and production reports (samples), response rate reports, and plan for multi-mode data collection	4 M	5 M
167	Report on MPC data collection for 2005, evaluating the overall MPC data collection plan	1 M after end of field period	2 M after end of field period
168	MPC interviewer and abstractor training materials including a schedule, verbatim scripts, trainer, supervisor and interviewer manuals, mock interviews and home study packages	3 M before use	2 M before use
169	MPC cost and progress data collection reports		weekly
170	MPC response rate reports (pair and provider level)		weekly
171	Overall data processing plan	2 M	annual updates during contract
172	Data Security Plan	2 W	annual updates each year
173	Plan for between round processing	3 M	4M
174	Plan for forms control and receipt - HC	2 M before the start of each field period	3 W before the start of each field period
175	Plan for forms control and receipt - MPC	2 M before the start of each field period	3 W before the start of each field period
176	Plan for data entry (HC and MPC)	2 M	4 M
177	Coding plan for drugs, conditions, medical procedures and supplies (HC and MPC) including training materials and quality control specifications	4 M	5 M

	Title	Draft	Final
178	Coding plan for sources of payment (HC and MPC) including training materials and quality control specifications	5 M	6 M
179	Coding plan for industry and occupation data, including training materials and quality control specifications	6 M	7 M
180	Final operational database (after comment review and construction of variables required for weights) weights and variables for variance estimation, 2005 Panel, Rounds 1-3		9-30-06
181	Final operational database (after comment review and construction of variables required for weights) weights and variables for variance estimation, 2005 Panel, Rounds 1-5		9-30-07
182	CADE specifications for the SAQ, and DCS	6 W before CADE begins	3 W before CADE begins
183	Preliminary file (no editing) for SAQ,DSC, priority conditions supplement and clinical preventive services data for 2005		2 M after data collection
184	The MPC file for 2005, flattened to the event level, with provider characteristics and identification on each record		9-30-07
185	The pre-imputation, post editing 2005 MPCfiles for each event type		9-30-07
186	Plan for editing and imputation, pooled sample point in time estimate file (comparable to MEPS-HC-022 for 2005	4 M	6 M
187	2005 Point in time (2004 round 3 and 2005 round 1) estimate file (comparable to MEPS-HC-022)with weights, variables for variance estimation and complete documentation		7-1-06
188	Plan for income estimation, 2005 (including poverty status)	6 M	9 M
189	Plan for producing the 2005 Full Year Use and Insurance File (comparable to MEPS-HC-021 but also including SAQ data, accountability measures, preventive care supplement and any condition specific supplement data).	6 M	9 M
190	2005 Full Year Use and Insurance File (comparable to MEPS-HC-021 but also including SAQ data, accountability measures, preventive care supplement and any condition specific supplement data) with person and family weights, variables for variance estimation and complete documentation		5-30-07
191	Plan for producing 2005 Event files, excluding prescribed medicines	6 M	9 M
192	Plan for producing 2005 Prescribed medicine file	4 M	6 M
193	Home health event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16A		08-01-07
194	Other medical expense event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16C		08-01-07

	Title	Draft	Final
195	Dental Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16B		08-01-07
196	Medical Provider Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16G)		09-01-07
197	Outpatient Department Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16F		9-01-07
198	Emergency Room Visit event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16E		9-01-07
199	Condition and Jobs file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-025and MEPS-HC-018		11-1-07
200	Hospital Stay event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16D		11-1-07
201	Prescribed medication event file with weights, variables for variance estimation and complete documentation, comparable to MEPS-HC-16A		11-1-07
202	Full year 2005 Use, Expense and Insurance File (comparable to MEPS-HC-020 but also including SAQ data, access to care data, accountability measures, preventive care supplement and any condition specific supplement data) with person weights, family weights, and specialized weights for access and SAQ supplement analysis, variables for variance estimation and complete documentation		12-1-07
203	Subcontracting Report for Individual Contracts (SF -294)	April 30 (annually) October 30 (annually) 3 (1 original and 2 copies to the Contracting Officer)	
204	Summary Subcontractor Report (SF 295)	October 30 (annually) 1 copy to the Office of Small and Disadvantaged Business Utilization (DHHS)	
205	Small Disadvantaged Business Participation Report	1 copy at completion	

Deliverables 67, 68, 69, 135, 136, 137, 203, 204 and 205 shall be addressed and submitted to the Government Contracting Officer. In addition, one copy of the monthly and final report, as well as a copy of the updates to the Project Plan shall be submitted to the Contracting Officer at the following address:

Agency for Healthcare Research and Quality
ATTN: Contracting Officer
Division of Contracts Management

2101 East Jefferson Street, Suite 502
Rockville, Maryland 20852

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 KEY PERSONNEL

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

NAME

TITLE

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

G.2 PROJECT OFFICER

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

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

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

The Government may unilaterally change its Project Officer designation.

G.3 INVOICE SUBMISSION

a. INVOICE SUBMISSION

Billing Instructions are attached and made part of this contract. Instructions and the following directions for the submission of invoices must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9, and must be in accordance with the General Provisions clause 52.232-25 Prompt Payment (MAY 2001).

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

Contracting Officer
Agency for Healthcare Research and Quality
Division of Contracts Management
Executive Office Center
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 AWARD FEE

[NOTE TO OFFEROR: The Government anticipates a Cost-Plus-Award Fee contract to result from this solicitation. In this type of contract, the contractor shall receive a small base fee. In addition to the base fee, award fee will be tied to evaluation of specific products/service as specified in Attachment 2]

The Agency’s decision to pay or not pay Award fee in no way alters the contractor’s responsibility to perform any function or produce any deliverables required by this contract. The Agency’s decision to pay or not pay award fee in no way alters the Department’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 Requirements	Award Evaluation Unacceptable Below 60% No award fee - 0%	Award Evaluation Satisfactory 60-79 Award Fee - 50% of available pool	Award Evaluation Excellent 80-89 Award Fee - 80% of available pool	Award Evaluation Superior 90-100 Award Fee - 100% of available pool
Timeliness and quality of field activities for the HC and MPC				
Intermediate data processing milestones met				
Data Delivery Schedule Met				
Total Award Fee				

During the 3 ½ base period of the contract, there shall be a total of 7 award fee evaluations following the submission of updated project plans semiannually throughout the life of the contract. Therefore, the total possible award fee of the base period shall be divided equally by 7 representing an available pool of 1/7th of the total possible award fee for each award fee evaluation. If the Option Periods are exercised, the available pool will be increased by any extension in the life of the contract to account for any additional semiannual award fee evaluations.

Twice annually, upon receipt of the updated Project Plan, the contract products will be evaluated for quality by an Award Fee Evaluation Group (AFEG). The AFEG will consist of the Project Officer, the Contracting Officer and 3 other government officials specified by the Project Officer subject to the approval of the Contracting Officer. The composition of the group may change from time to time. Each member of the group will evaluate the quality of each requirement specified above using a numerical rating scale of 0 to 100. The scale will be defined as follows.

Rating scale for award fee determination			
Definition of rating	Adjective rating	Numerical Rating	Award Fee %
<u>Superior</u> - Contractor's performance exceeds standards (quality of product or timeliness of product) by a substantial margin, GPO and CO can cite few areas for improvement, all of which are minor	Superior	90-100	100%
<u>Excellent</u> - Contractor's performance exceeds standard (quality or timeliness), and although there may be several areas for improvement, these are more than offset by better performance in other areas	Excellent	80-89	80%
<u>Satisfactory</u> - Contractor's performance is standard and areas for improvement are approximately offset by better performance in other areas	Satisfactory	79-60	50%
<u>Unacceptable</u> - Contractor's performance is less than standard by a substantial margin and the GPO/CO cite many areas for improvement that are not offset by better performance in other areas. Less satisfactory performance would be unacceptable	Unacceptable	Below 60	0

Each member of the group will give the contractor's performance on each requirement a numerical rating and those ratings will be averaged. An average of below 60 (Unacceptable) will result in no award fee. An average between 60 and 79 (Satisfactory) will result in receipt of 50 percent of the

available award fee. An average of between 80 and 89 (Excellent) will result in receipt of 80 percent of the available award fee. An average of between 90 and 100 (Superior) would result in receipt of 100 percent of the available award fee. The Award determinations are not subject to the disputes clause.

H.2 RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT

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

To ensure compliance with these requirements and to fulfill the mandate of 923(b)(1) of the PHS Act, 42 U.S.C. 299c-2(b)(1), to assure that statistics developed with AHRQ support are of high quality, comprehensive, timely, and adequately analyzed, except as otherwise provided in this contract, the Agency for Healthcare Research and Quality (AHRQ) must, prior to dissemination by the contractor, review all reports, presentations, or other disclosures that contain information, statistics, analytical material, or any other material, which is based on or derived from work performed under this contract. Accordingly:

- (a) Except as provided in H.2(c), (e), and H.3(d), the contractor will not publish, have published, or otherwise disseminate any material resulting or derived from the work performed for AHRQ-funded research, except in accordance with the terms or conditions required by the Project Officer or until AHRQ has published the results of the research.
- (b) AHRQ will, within three months of the receipt of any proposed publication, presentation, or any other disclosure of materials derived from information collected or produced for a particular task order, use best effort to review the proposed report, presentation, or other text to assure that (1) identifiable information is being used for the purpose for which it was supplied; (2) the privacy of individuals supplying the information or described in it is not violated; and (3) the quality of statistical work meets the statutory standards cited above.
- (c) Except as provided in H.2(e), in the event no written conditions or approval are received from the Project Officer by the end of the three month period following submission of a request (that is accompanied by the proposed text) to publish a report or to make a presentation or other disclosure of material derived from work performed for AHRQ-funded research, the contractor may publish, present, or otherwise disclose this material subject to the restrictions of Section 903(c). However, the contractor must print prominently on the report or any portion of it which is released, or state prior to any oral or other disclosure of material derived from work performed under this contract, the following disclaimer:

"THIS REPORT (*or other appropriate description of publication*) HAS NOT BEEN APPROVED BY THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY"

- (d) Whether or not written approval of the Project Officer is received, the contractor must:
- print the following statement prominently on written reports or other forms of recorded data derived from work performed under this contract which is to be released; or
 - preceding any presentation or other oral disclosure of such material make the following statement:
- "IDENTIFIABLE INFORMATION ON WHICH THIS REPORT, PRESENTATION, OR OTHER FORM OF DISCLOSURE IS BASED, IS CONFIDENTIAL AND PROTECTED BY FEDERAL LAW, SECTION 903(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299a-1(c). ANY IDENTIFIABLE INFORMATION THAT IS KNOWINGLY DISCLOSED IS DISCLOSED SOLELY FOR THE PURPOSE FOR WHICH IT HAS BEEN SUPPLIED. NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUAL SUPPLYING THE INFORMATION OR DESCRIBED IN IT WILL BE KNOWINGLY DISCLOSED EXCEPT WITH THE PRIOR CONSENT OF THAT INDIVIDUAL."
- (e) In cases where the Contracting Officer has given written notice that the Government intends to retain all rights in any particular data produced under this contract, the contractor shall have no right without prior written permission of the Contracting Officer to publish any of those data or analyses based on those data, depending on the scope of the Contracting Officer's notice.
- (f) Whenever data or analyses are to be developed by a subcontractor under this contract, the contractor must include the terms of H.2(a), (b), (c), (d) and (e) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor. No clause may be included to diminish the Government's restriction on publication and dissemination of work or material derived from work performed under this contract.

H.3 RIGHTS IN DATA -- SPECIAL WORKS (*FAR Clause 52-227-17 June 1987*)
(*DEVIATION*)

- (a) Definitions

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

"Data", as used in this clause, means recorded information, regardless of form or media on which it may be recorded (e.g., reports, tabulations, questionnaires, punch cards, data tapes, data files, tables, data processing and computer programs, graphic representations, sound recordings, form, work flow charts, equipment descriptions, and works of any similar nature).

The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

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

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

(b) Allocation of Rights

(1) The Government shall have:

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

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

(c) Copyright

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

- (i) The contractor agrees not to assert, establish, or authorize other to assert or establish, any claim to copyright subsisting in any data first produced in the performance of the contract without prior written permission of the contracting

officer. When claim to copyright is made, the contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

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

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

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

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

(d) Release and Use Restrictions

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

(e) Indemnity

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

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

- (f) The contractor must release all required deliverables under this contract solely in accordance with the reporting requirements of this contract.
- (g) In accordance with the **Federal Register** (Vol. 57, No. 167, August 27, 1992, pp:38845-38848) the contractor is to provide for secure and confidential storage, retrieval access, maintenance, and disposition of data and other information used in the work performed under the contract.
- (h) Whenever any data is to be developed by a subcontractor under this contract, the contractor must include the terms of H.3(a), (b), (c), (d), (e), (f) and (g) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor, and no clause may be included to diminish the Government' rights in those data.

H.4 DEBARMENT

Violation of the special provisions of this contract entitled **RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT, and RIGHTS IN DATA - SPECIAL WORKS** will be viewed as a serious violation of the terms of this contract as the requirements in this provision reflect AHRQ statutory obligations and responsibilities. Such violations, as well as other violations, of the contract terms which are deemed serious, could result in the initiation of debarment proceedings in accordance with the Federal Acquisition Regulations and the Department of Health and Human Services implementing regulations.

H.5 SUBCONTRACTS

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

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

H.6 LATE PAYMENTS TO THE GOVERNMENT

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

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

H.7 PRIVACY ACT

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

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

H.8 PRO-CHILDREN ACT of 1994

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

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

H.9 SUPPLIES

The contractor shall maintain a list of all items, both expendable and non-expendable, which are unique or in excess of regular office needs normally captured in an indirect cost pool. These items are

considered Government property and are cost of goods inventory deliverable to the Government at the end of the contract.

H.10 GOVERNMENT-FURNISHED MATERIALS

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

H.11 OPTION PROVISION

Unless the Government exercises its option(s) pursuant to the Option Clause set forth in SECTION I.2, the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to clause 52.217-8 set forth in SECTION I.2 of this contract, the Government may, by unilateral contract modification, require the Contractor to perform Option Periods 1 and/or 2 of the Statement of Work as also defined in Sections C and F of this contract. If the Government exercises any option, notice must be given at least 60 days prior to the expiration date of this contract, and the estimated cost (plus any fees) of the contract will be increased as set forth in SECTION B.

PART II - CONTRACT CLAUSES (9/01-DCM)
(FAC 97-27)
SECTION I
CONTRACT CLAUSES
GENERAL CLAUSES FOR A
COST REIMBURSEMENT CONTRACT

I.1 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

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

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

FAR Clause No.	Title and Date
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (July 1995)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-2	Audit and Records - Negotiation (JUNE 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)

52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)
52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (MAR 2000)
52.216-8	Fixed Fee (MARCH 1997)
52.217-2	Cancellation Under Multiyear Contracts (OCT 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontracting Plan (OCT 2000) (Applicable to contracts over \$500,000)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Plan - Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (AUG 1996)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
52.223-6	Drug Free Workplace (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 - Balance of Payments Program - Supplies (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JULY 2000)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (NOV 1999)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (MAY 2001)
52.232-34	Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (DEC 1998)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUGUST 1998)

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

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

HHSAR

Clause No.

Title and Date

352.202-1	Definitions (JAN 2001) Alternate I (APRIL 1984)
352.224-70	Confidentiality of Information (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APR 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (APRIL 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (APR 1984)

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

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

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed

substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

PART III- LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Pages</u>
1. List of Reference Materials	2
2. Performance Requirements and Evaluation	2
3. Past Performance Questionnaire and Contractor Performance Form	5
4. Small Business Subcontracting Plan	7
5. Proposal Intent Form	1
6. SF LLL-A, Disclosure of Lobbying Activities	3

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

(FAC 97-27)

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

K.1	HHSAR 315.406-5	Representations and Certifications
K.2	FAR 52.203-2	Certification of Independent Price Determination (APRIL 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (May 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2001)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (MAY 2001)
K.9	FAR 52.219-22	Small Disadvantaged Business Status (Oct 1999)
K.10	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.11	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.12	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.13	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (OCT 2000)
K.14	FAR 52.225-2	Buy American Act-Balance of Payments Program Certificate (FEB 2000)
K.15	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 2001)
K.16	FAR 52.227-15	Representation of Limited Rights Data and Restricted Computer Software (MAY 1999)
K.17	FAR 52.230-1	Cost Accounting Standards Notice and Certification (JUNE 2000)
K.18	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.19	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke

K.1 REPRESENTATIONS AND CERTIFICATIONS

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

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

(Name of Offeror) (RFP No.)

(Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

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

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

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

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

(End of provision)

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

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(End of provision)

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

- (a) Definitions:

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

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

- (b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements

described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an income effectively connected with the conduct of a trade or business in the United States (U.S.) and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common Parent.

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

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

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

- (b) Representation.*[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it is is not a women-owned business concern.

(End of Provision)

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

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that–
 - (i) The Offeror and/or any of its Principals–
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

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

 - (D) Have 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 offers; or commissions 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
Address, City, County State,
Zip Code)

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

(End of provision)

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS(MAY 2001) (FAR 52.219-1)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.
 - (2) The small business size standard is \$5.0 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 represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]
The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (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.

(c) Definitions. As used in this provision -

Service-disabled veteran-owned small business concern-

- (1) Means a small business concern -
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
 - (i) be punished by imposition of a fine, imprisonment, or both;
 - (ii) be subject to administrative remedies, including suspension and debarment; and
 - (iii) be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

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

(a) *General.*

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

(b) *Representations.*

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

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

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

- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

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

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

- (c) *Penalties and Remedies.* Anyone how misrepresents any aspect of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -
 - (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

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

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

single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

(End of Clause)

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

The offeror represents that--

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

(End of provision)

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

The offeror represents that--

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

or

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

(End of provision)

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

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

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

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

(b) Foreign End Products

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

(List as necessary)

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

(End of provision)

K.15 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)(FAR 52.226-2)

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

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

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

(End of Provision)

K.16 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401) Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit an function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

- (c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

**K.17 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)
(FAR 52.230-1)**

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing

the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal official where filed:

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal official where filed:

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in

which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes No

(End of Provision)

ALTERNATE I (APR 1996)

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

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

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

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

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

(END OF ALTERNATE I)

K.18 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.19 ENVIRONMENTAL TOBACCO SMOKE

The Public Health Service strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of all tobacco products. In addition, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a

facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Organization: _____

Signature _____

Title _____

Date _____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

<http://www.arnet.gov/far/>

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

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

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

<http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

**L.3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001)
ALTERNATE I (OCT 1997)(FAR 52.215-1)**

(a) Definitions. As used in this provision –

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

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

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

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

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

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

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

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

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

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

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —

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

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

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

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

- (f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government’s interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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

(End of provision)

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

The Government contemplates award of a performance-based cost reimbursement plus award fee type contract resulting from this solicitation.

It is anticipated that one (1) award will be made from this solicitation and that the award will be made on/about June 30, 2002.

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 **January 14, 2002**. Answers to questions shall be posted in an amendment on AHRQ's web site <http://www.ahrq.gov> below the solicitation (see Funding Opportunities).

Mail inquiries to:

Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 502
Rockville, MD 20852
Attention: Darryl Grant, Contracting Officer

Fax: (301) 443-7523

L.7 REFERENCE MATERIALS

Attached to this solicitation is a list of reference material applicable to this acquisition. Some of the reference material can be accessed from our web pages (as indicated in the attachment).

L.8 GENERAL INSTRUCTIONS

Introduction

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

- a. Contract Type and General Provisions: It is contemplated that a cost-type contract will be awarded. In addition to the special provisions of this request for proposal (RFP), any resultant contract shall include the general clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.

- b. Authorized Official and Submission of Proposal: The proposal shall be signed by an official authorized to bind your (the offeror's) organization. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the cover letter of this solicitation. Proposals will be typewritten, reproduced on letter sized paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:
 - I. COVER PAGE: Include RFP title, number, name of organization, author(s) of technical proposal, and indicate whether the proposal is an original or a copy.
 - II. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.9).
 - III. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.10)
 - IV. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.11)
 - V. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.12).

- c. Separation of Technical, Past Performance Information, Small Disadvantaged Business Participation Plan and Business Proposal: The proposal shall be in four parts: (1) Technical Proposal; (2) Past Performance Information; (3) Small Disadvantaged Business Participation Plan; and (4) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to

cost; however resources information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

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

Therefore:

- (1) The Government is requesting the information called for in this RFP pursuant to the authority provided by Section 301(g) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.
- (2) Provisions of the information requested are entirely voluntary.
- (3) The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.
- (4) Failure to provide any or all of the requested information may result in a less than adequate review.
- (5) The information provided by you may be routinely disclosed for the following purposes:
 - to the cognizant audit agency and the General Accounting Officer for auditing;
 - to the Department of Justice as required for litigation;

- to respond to Congressional inquiries; and
- to qualified experts, not within the definition of Department employees for opinions as a part of the review process.

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

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

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

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

L.9 TECHNICAL PROPOSAL INSTRUCTIONS

The technical proposal shall contain an original and ten (10) copies. The technical proposal described below shall be limited to **200 pages** not including resumes or bibliographies, with no less than a 11 point pitch, with the majority of the text double-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible).

- a. Recommended Technical Proposal Format

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

- (1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.
- (2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) Introduction: This should be a one or two page summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.

- (4) **Technical Discussion:** The offeror shall prepare a technical discussion which addresses evaluation criteria 1, 2, 3, and 4 below (including their subcriteria). Evaluation criteria 5 and 6 are to be prepared in accordance with Sections L.10 and L.11. The offeror shall further state that no deviations or exceptions to the SOW are taken. The evaluation criteria (and their respective subcriteria) are as follows:

1. Technical Approach
 - a. Technical Discussion
 - b. Project Plan
 - c. Quality Assurance Plan
2. Management Plan
3. Staff Qualifications
4. Facilities and Corporate Resources
5. Past Performance (See Section L.10)
6. Small Disadvantaged Business Participation Plan (See Section L.11)

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

1. Technical Approach

a. Technical Discussion

The offeror shall describe in detail the methodologies they will use for this project, indicating their level of experience with each, areas of anticipated difficulties and any unusual problems they anticipate. The offeror shall also address each of the following as they pertain to the tasks below described in the statement of work:

Task 4.2 - Household Component

- (1) If the existing Cheshire system is not proposed, how the sample unit information and person/family level socio-demographic data will be input into the proposed CAPI system to facilitate MEPS-HC data collection and maintain linkage back to the NHIS sample.
- (2) Identification of the CAPI software the offeror proposes to use and if other than the Cheshire programs, a description of its strengths and weaknesses in implementing the provided questionnaire specifications, with attention paid to the need for dynamic list building, complex looping and multiple levels of hierarchy.

- (3) A description of the physical and technical characteristics of the proposed hardware.
- (4) A discussion of how the sample management functions will be handled by interviewers, field supervisors and central office personnel under the proposed CAPI system.
- (5) The general systems and procedures that will govern the transmission of interview data files.
- (6) The cost efficiency of the proposed training.

The offeror shall assume the following:

1. Length of interview: The average administration time for the round 1 interview is approximately 110 minutes. Subsequent interviews average 85 minutes.
2. Training: offerors shall propose the most efficacious combination of home study and in person training. All interviewers new to the MEPS project will have at least one in-person training
3. OMB clearance has been obtained for the 2003 panel, and will be available by Nov 1 of the preceding year for subsequent panels.

Task 4.3 - Medical Provider Component

- (1) How the listing of providers generated on an ongoing basis from the HC will be unduplicated and the methods that will be used to construct a complete but unduplicated list of providers to minimize the number of providers receiving multiple data requests.
- (2) A discussion of what methods will be used to minimize inevitable multiple contacts on response rates, especially in the context of an ongoing, longitudinal survey.
- (3) A description of the methods that will be used to insure that all possible sources of medical records within a hospital are uncovered by the MPC interviewers.
- (4) The facilities available for the coordination of receipt of data through multiple media. (mail, phone, fax)

- (5) The procedures that will be used to minimize the need for data retrieval from providers.

The offeror shall assume the following:

1. The Offeror shall assume the Government will deliver 2002 panel MPC pairs for 2003 estimation on a flow basis beginning in May of 2003.

Task 4.4 - Data Processing

- (1) A description of the systems for conducting data processing activities
- (2) A description of the data security procedures that will be used and their conformity with the appropriate federal standards
- (3) Procedures for back up of data files
- (4) A description of the offerer's experience in processing complex CAPI data

The offeror should assume the following:

1. Assume that 50 percent of pharmacy data requires data entry and that the remaining cases are transmitted electronically. Coding of drug mentions from verbatim text should only be necessary in 25% of the drug mentions from the pharmacies. All household reported mentions will need coding
2. 25% of the MPC pairs will require BETOS coding
3. Offerors shall assume that the Government shall provide data files for rounds 3, 4, and 5 of the 2002 panel within 6 weeks of the end of the data collection. These files will have been subjected to between round editing but no analytic editing or coding.

b. Project Plan

The offeror shall provide a detailed plan as to how they shall staff and manage the contract throughout the period of performance including the option years. The Project Plan shall be included in the offeror's proposal and be updated at six month intervals from the effective date of the contract through the life of the project. These updates to the Project Plan shall include accomplishments relative to the originally proposed plan. The Project Plan shall include staffing, field timing and quality, data processing milestones and data delivery.

Staffing

The project plan should include a person-loading chart which presents the number of person-days allocated to each tasks and subtasks for each category of staff for each year of the contract and for the total contract. The chart(s) should also delineate critical milestones and the deliverables for each. The offeror shall also designate which staff members are considered key personnel.

Below is an outline of tasks for be used for the Person-Loading Chart:

Task 4.1 - Management and General Requirements

Task 4.2 - Household Component

- 4.2.1. Sample implementation and documentation
- 4.2.2 Development of weights and variables for variance estimation
- 4.2.3 Development of sampling unit data (geocoding)
- 4.2.4 Development of materials and CAPI maintenance
- 4.2.5 Interviewer recruitment and training
 - a. Round 1
 - b. Round 2
 - c. Round 3
 - d. Round 4
 - e. Round 5
- 4.2.6 Data Collection
 - a. Round 1
 - b. Round 2
 - c. Round 3
 - d. Round 4
 - e. Round 5
- 4.2.7 Spanish interviewer training and materials development
- 4.2.8 Development of sample for MPC
- 4.2.9 Development of sample for IC

Task 4.3 - Medical Provider Component

- 4.3.1 Implement and document the sample
- 4.3.2 Unduplication
- 4.3.3 Identification of Hospital Physicians
- 4.3.4 Maintenance of survey instruments and materials
- 4.3.5 Recruit, manage and train interviewers
- 4.3.6 Data Collection
 - (1) Hospitals

- (2) Hospital identified physicians
- (1) Office based sample
- (2) Home health providers
- (3) Pharmacies

4.4 Data Processing

4.4.1 Development of security plan

4.4.2 Between round processing

4.4.3 Forms control and receipt

4.4.4 Data entry

4.4.5 Coding

4.4.6 Matching

4.4.7 Preparation and Delivery of Analytic Files

- (1) Archival versions of the full operational database
- (2) Point-in-time
- (3) Full year use
- (4) Full year use and expenditure
- (5) Event file - hospital stays
- (6) Event file - emergency room visits
- (7) Event file - outpatient department visits
- (8) Event file - medical provider visits
- (9) Event file - dental visits
- (10) Event file - other medical expenses
- (11) Event file - home health
- (12) Condition file
- (13) Jobs File

Option Periods 1 and 2

The Option Periods should mirror the person loading chart for the base period proposal, reflecting the incremental cost of option Period 1, given the base period award and then the incremental cost of option period 2, given the award of option period 1.

The project plan should also include an organizational chart (s) which presents the placement of the project within the offeror's organization and the organization of the staff proposed for this project. The chart(s) shall show clear lines of authority and function.

Field Activities

The Project Plan should include a schedule for completion of the work and delivery of items specified in the statement of work for tasks 4.2 and 4.3. Particular attention

should be paid to the most important milestones in household and medical provider data collection:

Interviewer training(s)

Beginning and end dates of each round of HC data collection activity

Beginning and end dates of MPC data collection

Field performance relative to response rates as indicated in table 4.2(A)

Data Processing

The Project Plan should detail major and intermediate milestones for each of the subtasks for 4.4 and beginning and end dates for weights development. The project plan should also be specified how the work to construct the analytical files will be managed - what specific types of variables will be assigned to which analyst or group of analysts. Key dates for the production of each group of variables should be specified along with the proposed method(s) of benchmarking the estimates. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program.

Data Delivery

The Project Plan shall affirm the delivery dates for data files as specified in Table 4.4.7(A) for the base period of the contract, and if the option period(s) are exercised, the delivery dates specified in the delivery schedule for parallel data files in the option period (s). At each update to the Project Plan, expected deviation from the contractually specified dates should be noted, along with any reason for deviation. Should the deviation be such that a later date is anticipated, potential corrective actions and their implications should be noted.

Schedules should be shown in terms of calendar months from the effective date of the contract or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the offeror's proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

Award fees discussed in Section H.1 and in Attachment 2 will be tied to adherence to this project plan.

c. Quality Assurance Plan

The offeror shall provide a quality assurance plan that details how they shall monitor and control the services provided: technical quality, responsiveness, cost control, and effective and efficient resources utilization as well as compliance with the technical requirements and contract provisions. It should clearly show a proposed system for quality of work performed including documents to be produced, and a proposed system for management control. The offeror should describe managerial problems they may encounter and the methods to be used in solving these problems. The offeror shall also demonstrate the ability and flexibility to respond rapidly to changes in budget, priorities and the schedule.

2. **Organizational/Corporate Experience**

Offerors should list and summarize any contracts (state or federal) or grants (state, federal, or private foundation) recently completed (within the last 3 years - since January 1, 1999), or that are currently in process, and describe the relevance to the tasks, sub-tasks, and associated activities that may be performed under this contract. Starting with the most current projects and working backward, this summary should contain: (a) a brief description of each project highlighting specific relevance to the RFP; (b) total level of effort required indicating total or annual dollar amount of the procurement and total number of staff hours; (c) length of project (include date began and completion date) (d) supporting organization (provide name, title, address and telephone number of program contact person or individual in authority who has direct knowledge of the offeror's performance; (e) project director and key staff involved; (f) role of offeror including whether functioned as prime or sub-contractor; (g) lists of relevant products or other deliverables generated.

3. **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program.. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key personnel, and the approximate percentage of the total time each will be available for this contract.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

- a. Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract as well as the key contact for technical aspects of the project. Discuss the qualifications, experience and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

b. Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss their qualifications, experience, and accomplishments. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

c. Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity should be indicated and their qualifications described. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

d. Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

4. Facilities and Equipment

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

L.10 Past Performance Information

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

- (1) Provide a listing of the offeror's recently completed (within the last 3 years - since January 1, 1999) and ongoing work (contracts and grants) directly related to the requirements of this acquisition. This listing shall include a brief description of each relevant project. Contracts or grants may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contracts/grants should provide evaluations forms for contracts/grants and subcontracts as required above for all key personnel.

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

- A. Name of contracting/grant activity
 - B. Contract/Grant number
 - C. Contract/Grant type
 - D. Total contract/grant value
 - E. Brief description of Contract/Grant
 - F. Contracting Officer and telephone number
 - G. Program Manager and telephone number
 - H. Administrative Contracting Officer, if different from F., and telephone number
 - I. List of major subcontractors
- (2) The offeror may provide information on problems encountered on the contracts, grants and subcontracts identified in (1) above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts/grants. General performance information will be obtained from the evaluation forms.
- (3) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (4) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

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

Darryl Grant
Agency for Healthcare Research and Quality
Contracts Management Staff
2101 East Jefferson Street, Suite 502
Rockville, Maryland 20852
FAX: 301-443-7523

Evaluation forms must be received by **March 4, 2002** in order to be included in the review process. It is the responsibility of the offeror to ensure that these documents are forwarded to the Contracting Officer.

L.11 Small Disadvantaged Business Participation Plan

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

- A. All offerors, regardless of size, shall submit the following information **in one clearly marked section** of their business proposal. An original and four (4) copies of this plan should be provided.

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

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

Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

L.12 BUSINESS PROPOSAL

The offeror shall submit as part of the proposal a separate enclosure titled "Business Proposal." The Business Proposal shall include the Cost/Price Proposal, the Small Business Subcontracting Plan and Other Administrative Data in accordance with the following: **Note: The Business Proposal must be submitted in Cost-Plus Award Fee format. A base fee and an award fee must be proposed.**

A. Cost/Price Proposal

1. The cost/price proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. The proposal costs should be provided by task, per project year, for each of the five and a half (5 1/2) years in addition to a cumulative cost by task.

A cost proposal, in the amount of an original and four (4) copies, shall be provided. 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 in sufficient detail adequate to establish the reasonableness of the proposed amount. Support documentation should include degree of subcontract competition and basis for selecting source.

(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.

Note: Under Task 4.2-Household Component, offerors should assume the following:

- * Respondents may be compensated \$5.00 in the advance contact, \$25 at each interview and \$5.00 for each completed SAQ for the effort required to maintain records.

Note: Under Task 4.3-Medical Provider Component, offerors should assume the following:

- * Respondents who request compensation for staff time will be reimbursed at a rate not to exceed \$50.00 per patient provider pair and the total such compensation will not exceed \$200,000.

(g) Indirect Costs

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

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

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

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

This provision does not apply to small business concerns.

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

The offeror understands that:

- a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer. The plan will be incorporated into the contract.
- b. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
- c. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.

- d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- e. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.
- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value for the base period) for **Small Disadvantaged Businesses**, and at least **5%** (as a percentage of total contract value for the base period) for **Women-Owned Small Businesses** at least **2.5%** (as a percentage of total contract value for the base period) for **Hubzone Small Businesses** and at least **3%** (as a percentage of total contract value for the base period) for **Veteran-Owned Small Businesses**.

C. Other Administrative Data

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

Minimum Bid Acceptance Period (April 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 days.

- (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
 - (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.
- (2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.
- (3) Property:
- (a) It is HHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment must be acquired, you shall include the description, estimated cost of each item and whether you will furnish such items with your own funds.
 - (b) You shall identify Government-owned property in your possession and/or property acquired from Federal funds to which you have title, that is proposed to be used in the performance of the prospective contract.
 - (c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.
- (4) Royalties: You shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.
- (5) Commitments: You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.
- (6) Financial Capacity: You shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)

- (7) Performance Capability: You shall provide acceptable evidence of your "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in your current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources, equipment, facilities, or personnel. In addition, you shall indicate your ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.
- (8) Representations and Certifications: Section K, "Representations and Certifications and Other Statements of Offerors" shall be completed and signed by an official authorized to bind your organization. **This section shall be made a part of the original business proposal**

L.13 SELECTION OF OFFERORS

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, small business plan analysis, etc.
- c. The Contracting Officer will, in concert with Agency staff, evaluate past performance and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors and decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, Small Disadvantaged Business Participation Plan and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.
- d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, small disadvantaged business utilization plan, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION

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

OFFERORS PLEASE NOTE: Evaluation Criteria 1 through 4, for a total of 100 points, will be evaluated by a peer review technical committee, who will also recommend technical acceptability or unacceptability of the proposal. Agency staff and contracting personnel will review and evaluate Criteria 5 and 6, for a total of 15 points. The total possible points for Evaluation Criteria 1 through 6 is 115 points.

1. Technical Approach

a. Technical Discussion (30 points)

The proposal shall be evaluated on the reasonableness, clarity and feasibility of the technical approach, including:

- * overall plan for coordinating the HC and MPC tasks, particularly those occurring concurrently or in a linked manner;
- * integration of CAPI applications, post data collection processing, and analytic editing and imputation tasks;
- * the statistical and substantive soundness of the data editing and imputation techniques proposed; and
- * the soundness of proposed estimation strategies.

b. Project Plan (30 points)

The project plan will be evaluated on the appropriateness of the organizational structure and management systems, their management of subcontractors/consultants, their ability to handle multiple simultaneous tasks with competing needs, the personnel assigned to each task and the person-days proposed, the plan for ensuring availability of adequate staff, and the planned methods for assuring the successful completion of all tasks within the time and budget allocated.

c. Quality Assurance Plan (10 points)

The offeror's Quality Assurance Plan shall be evaluated as to the degree that the offeror has control systems available to ensure satisfactory performance under the contract.

2. Organizational/Corporate Experience (10 points)

Proposals will be evaluated as to the extent, relevance and quality of the offerors organizational/corporate experience as it relates to the requirements of this acquisition.

3. Personnel (15 points)

The resumes of proposed key personnel and consultants will be evaluated for documented experience, educational background and training as they relate to the requirements of this

acquisition. The availability of proposed staff and their designated responsibility on the project will be evaluated.

4. Facilities and Equipment (5 points)

Offerors will be evaluated on the adequacy of the resources available to compete the requirements of this acquisition including the adequacy of computer hardware and software, the availability of a national field staff trained in CAPI applications of a similar level of complexity, and the availability of mass mailing facilities and CATI stations to support this effort.

5. Past Performance (10 points)

Offerors will be evaluated on their past performance (since January 1, 1999).

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 10, with 10 being the most favorable.

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

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

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

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

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

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

6. Small Disadvantaged Business Participation Plan (5 points)

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

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

The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive more

points and a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

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

Attachment 1

Reference Materials

This section identifies materials mentioned in the scope of work, as well as other materials that may be useful to potential offerors. The majority of these materials are available online at <http://www.meps.ahrq.gov>. A few of the materials are also available in hardcopy through the AHRQ clearinghouse at 1-800-358-9295.

Survey instruments

A complete set of HC and MPC survey instruments can be located on the web at www.meps.ahrq.gov/survey.htm. The complete set of instruments, which is available as programming specifications is nearly 1,000 pages long, and is divided into many sections on the web. We regret that we cannot provide hard copy documents.

Data files

All MEPS data files and documentation are available on the web, free of charge. The index page is www.meps.ahrq.gov/data_pub/hc_toc.htm.

General Information

The Medical Expenditure Panel Survey. Inquiry. This report is available at www.meps.ahrq.gov/news/pubsix.htm.

General information can also be obtained by reading the documentation for MEPS data files (see above) and from the on-line MEPS workshop materials (which are available at www.meps.ahrq.gov/workshop.htm).

Methodological Reports

The Medical Expenditure Panel Survey (MEPS) Data Processing Final Report is available at www.meps.ahrq.gov/DPReport/DPintro.htm.

Design, Methods and Field Results of the 1996 Medical Provider Component. The report is available at www.meps.ahrq.gov/papers/mr9_00-0028/mr9.pdf

Sample Design of the 1997 Medical Expenditure Panel Survey. This report is available at www.meps.ahrq.gov/papers/mr11_01-0001/mr11.pdf

Estimation Procedures in the 1996 Medical Expenditure Panel Survey. This report is available at

www.meps.ahrq.gov/papers/mr5_99-0027/mr5.pdf

Sample Design of the 1996 Medical Expenditure Panel Survey. Journal of Economic and Social Measurement. This report is available at www.ahrq.gov/news/pubsix/htm

Sample Design of the 1996 Medical Expenditure Panel Survey. This report is available at www.meps.ahrq.gov/papers/mr2_97-0027/mr2.pdf.

Design and Methods of the Medical Expenditure Panel Survey. This report is available at www.meps.ahrq.gov/papers/mr1_97-0026/mr1.pdf.

Survey attrition considerations in the MEPS. Journal of Economic and Social Measurement, 2000. [Http://www.ahrq.gov/news/pubsix.htm](http://www.ahrq.gov/news/pubsix.htm).

Attachment 2

Performance Requirements and Evaluation

The main goal of this procurement is to provide timely, quality data to AHRQ and the public at large. The data files identified in section 4.4 in Table 4.4.7(A) are the key products of this activity. It is the Government's experience that successful completion of this task requires quality work on all tasks in this contract. The requirements and standards below are designed with the goal of promoting timely, quality end products. Evaluation of the Contractor's performance is based on the Contractor's actual performance relative to the Contractor's proposed Project Plan. Updates to the Project Plan which detail the Contractor's actual performance relative to the Project Plan contained in their proposal are due every 6 months from the effective date of the contract throughout life of the contract (Deliverable 3 for the Base Period and Deliverables 72 and 140 for each of the option periods)

The Agency's decision to pay or not pay Award fee in no way alters the contractor's responsibility to perform any function or produce any deliverables required by this contract.

Performance Requirements and Evaluation			
Performance Requirements	Performance Standards	Surveillance	Award Fee Available for Distribution
Timeliness and quality of field activities for the HC and MPC	Contractor completion of key field activities for Task 4.2 and 4.3) by dates in Project Plan. Overall response rates match those in SOW.	The Contractor's performance (completion dates for key field activities and response rate targets) will be compared by the Award Fee Evaluation Group to those dates and targets specified in the Proposed Project Plan.	Years 1 and 2, 50% of available award fee Years 3 and beyond 25% of available award fee
Intermediate data processing milestones met	Contractor meets dates for key data processing milestones specified in Project Plan	The Contractor's performance (completion dates for key data processing milestones) will be compared by the Award Fee Evaluation Group to those targets specified in the Proposed Project	Years 1 and 2, 50% of available award fee Year 3 and beyond, 50% of available award fee
Data Delivery Schedule met	Products identified in Table 4.4.7(A) delivered on time	Comparison of delivery schedule dates to actual receipt dates	Years 3 and beyond, 25% of available award fee

Twice annually, upon receipt of the updated Project Plan, the contract products will be evaluated for quality by an Award Fee Evaluation Group (AFEG). The AFEG will consist of the Project Officer, the Contracting Officer and 3 other government officials specified by the Project Officer subject to the

approval of the Contracting Officer. The composition of the group may change from time to time. Each member of the group will evaluate the quality of each requirement specified above using a numerical rating scale of 0 to 100. The scale will be defined as follows.

Rating scale for award fee determination			
Definition of rating	Adjective rating	Numerical Rating	Award Fee %
<u>Superior</u> - Contractor's performance exceeds standards (quality of product or timeliness of product) by a substantial margin, GPO and CO can cite few areas for improvement, all of which are minor	Superior	90-100	100%
<u>Excellent</u> - Contractor's performance exceeds standard (quality or timeliness), and although there may be several areas for improvement, these are more than offset by better performance in other areas	Excellent	80-89	80%
<u>Satisfactory</u> - Contractor's performance is standard and areas for improvement are approximately offset by better performance in other areas	Satisfactory	79-60	50%
<u>Unacceptable</u> - Contractor's performance is less than standard by a substantial margin and the GPO/CO cite many areas for improvement that are not offset by better performance in other areas. Less satisfactory performance would be unacceptable	Unacceptable	Below 60	0

Each member of the group will give the contractor's performance on each requirement a numerical rating and those ratings will be averaged. An average of below 60 (Unacceptable) will result in no award fee. An average between 60 and 79 (Satisfactory) will result in receipt of 50 percent of the available award fee. An average of between 80 and 89 (Excellent) will result in receipt of 80 percent of the available award fee. An average of between 90 and 100 (Superior) would result in receipt of 100 percent of the available award fee. **The Award determinations are not subject to the disputes clause.**

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-02-0005, entitled "Medical Expenditure Panel Survey Support." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form. **This information is to be provided to Mr. Darryl Grant, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing.** Please provide an honest assessment and return to AHRQ to the address shown below, no later than **March 4, 2002**. If you have any questions, please contact Mr. Darryl Grant at (301) 594-7189.

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

FAX: (301) 443-7523

NAME OF OFFEROR: _____

ADDRESS: _____

Contractor Performance Form

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

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

CONTRACTOR’S PERFORMANCE RATING

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

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

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

Reason:

NAME OF EVALUATOR: _____

TITLE OF EVALUATOR: _____

SIGNATURE OF EVALUATOR: _____

DATE: _____

MAILING ADDRESS: _____

PHONE #: _____

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

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

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

1. Type of Plan (check one)

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

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

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

2. Goals

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

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

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

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

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

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

f. Total estimated dollar and percent of planned subcontracting with Veteran SMALL BUSINESSES: (% of "a") \$ _____ and _____% Federal Subcontract Goal 3%

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

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

1. Federal prime contract goals are:

SB equals 23%; SDB equals 5%; HUBZone equals 2.5%, WOSB equals 5% and VOSB equals 3% and can serve as objectives for subcontracting goal development.

2. SDB, WOSB, HUBZone and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.

Subcontracting Plan (Rev. October 2001)

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

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

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

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone and VOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone and VOSB concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone and VOSB concerns;
- e. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone and VOSB concerns to include the SBA's PRO-"Net" System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- h. Ensuring that SB, SDB, WOSB, HUBZone and VOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;
- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- m. Other duties: _____

Subcontracting Plan
(Rev. October 2001)

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone and VOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

- 1) Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone and VOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-“Net”, and other SBA resources; and 5) conducting market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>).

b. Internal efforts to guide and encourage purchasing personnel:

- 1) Conducting workshops, seminars, and training programs;
- 2) Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone and VOSB source lists, guides, and other data for soliciting subcontractors; and
- 3) Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts: _____

5. Flow Down Clause

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

6. Reporting and Cooperation

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

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294/of 312	4/30
Apr 1 - Sept 30	SF-294/of 312	10/30
Oct 1 - Sept 30	SF-295	10/30
Contract Completion	OF-312	30 days after completion

Special instructions for commercial products plan: SF295 Report is due on 10/30 each year for the previous fiscal year ending 9/30. Report forms are posted at <http://sbo.od.nih.gov> under "Forms."

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

b. Submit Optional Form 312, (OF-312), if applicable, to cognizant Awarding Contracting Officer.

c. Submit SF-295 to cognizant Contracting Officer and to the:

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

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

7. Record keeping

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

a. SB, SDB, WOSB, HUBZone, and VOSB source lists, guides and other data identifying such vendors;

b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, and VOSB sources;

c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, and VOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards.

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

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

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

g. Additional records: _____

Subcontracting Plan
(Rev. October 2001)

SIGNATURE PAGE
(applies to Master or Commercial type plans)

This master or commercial type subcontracting plan is submitted by:

Contractor: _____

Contractor Signature: _____

Typed Signature: _____

Title: _____

Date Prepared: _____

And Is Accepted By:

Agency: _____

Contracting Officer Signature: _____

Typed Name: _____

Date: _____

Subcontracting Plan
(Rev. October 2001)

ATTACHMENT 5

PROPOSAL INTENT RESPONSE SHEET

RFP No. AHRQ-02-0005

Please review the attached request for proposal. Furnish the information requested below and return this page by January 14, 2002. 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:

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

16.

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

Signature: _____

Print
Name: _____

Title: _____

Telephone
No. : _____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form--LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form--LLL-A

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

