

OMB 0990-0115

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

Request for Proposal
No. AHRQ-02-0003

Date Issued: **January 18, 2002**
Technical Questions Due: **February 8, 2002**
Proposal Intent Due: **February 15, 2002**
Proposals Due: **March 1, 2002**

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-02-0003, entitled "Evidence-based Practice Centers (EPCs). Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

A cost reimbursement type, multiple-award, task order-type contract is contemplated for a period of five (5) years.

Offerors shall submit the following:

- A. Technical Proposal (See Section L.10) (Original and 15 copies)
- B. Past Performance Information (See Section L.11) (Original and 10 copies)
- C. Small Disadvantaged Business Participation Plan (See Section L.12) (Original and 5 copies)
- D. Business Proposal (See Section L.13) (Original and 10 copies)

Your technical proposal must be concisely written and should be limited to **125 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., resume, etc., see Section L.10 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.

As part of the business proposal, offerors shall provide an original and ten (10) copies of their cost/price proposal, only to the extent that it shall include:

1. Certified, unloaded, labor rates for individuals expected to work on a project of this size and nature (Class Levels I through VI, see Sections B.3 and L.10).
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.

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.10 OF THE SOLICITATION.

Questions regarding this solicitation must be received in writing and shall be received in this office no later than **February 8, 2002** (See Section L.7). It is preferred that all questions be submitted electronically by e-mail to Sharon Williams, Contracting Officer, at the following e-mail address: swilliam@ahrq.gov. Otherwise, please address your written questions to Sharon Williams, Contracting Officer, Agency for Healthcare Research and Quality, Suite 502, 2101 E. Jefferson Street, Rockville, Maryland 20852 and the envelope should be marked "Proposal Questions RFP No. AHRQ-02-0003."

Answers to questions will be provided in the form of an Amendment to this solicitation and will be posted on AHRQ's web page: www.ahrq.gov under "Funding Opportunities," "Contract Solicitations." It is the responsibility of each offeror to continually check this web site for any changes to this solicitation. No bidders list is being maintained as the solicitation is available electronically and it is not known who may be downloading copies.

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **12:00 p.m.**, local prevailing time, on **March 1, 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 address in Room 5E117. The Division of Contracts Management offices are located in Suite 502 in the East Wing of the 5th Floor. Please note that this is a secure building. Please allow sufficient time to check in with the receptionist and obtain a visitor pass before dropping off the proposal on the 5th floor. The proposal is not considered to be officially received until it arrives in Room 5E117 and is date stamped. The Government assumes no responsibilities for delays in handcarried deliveries due to the offeror not allowing sufficient time to reach the designated drop off site by the closing date and time.

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

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

PLEASE NOTE: The synopsis for this solicitation indicated that a pre-proposal conference would be held February 20, 2002. This conference has been canceled and will not be rescheduled.

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SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

“Evidence-based Practice Centers (EPCs).” See Section C for a complete description.

B.2 TASK ORDERS

This is a task order requirement for “Evidence-based Practice Centers (EPCs).” Services will be acquired on an as-needed basis through issuance of task orders. The minimum total amount to be awarded over the five (5) year contract period will be \$75,000. It is anticipated that the maximum total amount will be \$5,000,000. Typical task orders are expected to range between \$75,000 and \$400,000.

In consideration of the satisfactory performance of the work performed in Section C, the Contractor shall be reimbursed on a cost-reimbursement basis. Each task order awarded under this contract shall include one or more of the labor categories in Section B.3, and the Contractor shall be reimbursed for costs incurred for labor based on the following hourly rates. All other costs, i.e., travel, supplies, etc., shall be reimbursed in accordance with individual cost proposals received under task orders.

B.3 PROPOSED LABOR RATES FOR TASK ORDERS

Note: The following labor rates are NOT loaded rates. (Ranges in rates may be provided)

Year 1

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Class I	\$ _____
Class II	\$ _____
Class III	\$ _____
Class IV	\$ _____

Year 2

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Class I	\$ _____
Class II	\$ _____

Class III \$ _____
Class IV \$ _____

Year 3

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Class I	\$ _____
Class II	\$ _____
Class III	\$ _____
Class IV	\$ _____

Year 4

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Class I	\$ _____
Class II	\$ _____
Class III	\$ _____
Class IV	\$ _____

Year 5

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Class I	\$ _____
Class II	\$ _____
Class III	\$ _____
Class IV	\$ _____

B.4 PROVISIONS APPLICABLE TO DIRECT COSTS

a. Items Unallowable Unless Otherwise Provided

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

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose-office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property, 1990, regardless of acquisition value;
- (5) Travel to attend general scientific meetings;
- (6) Foreign Travel;
- (7) Any costs incurred prior to the contract's effective date;
- (8) Rental of meeting rooms not otherwise expressly paid for by the contract;
- (9) Any formal subcontract arrangements not otherwise expressly provided for in the contract;
- (10) Consultant fees in excess of \$500/day; and
- (11) ADP hardware or software.

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

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

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Evidence-based Practice Centers (EPCs)

SCOPE OF WORK

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work as described in the following sections. This Contract sets forth the requirements under which the parties hereto, shall be governed.

The Agency for Healthcare Research and Quality (AHRQ) intends to award 10 to 14 contracts to entities which will then be designated as Evidence-based Practice Centers (EPCs). The purpose of this Request For Proposals (RFP) is to continue and expand the impact of the Evidence-based Practice Centers Program - a flagship program in AHRQ. The EPCs will provide a variety of services and products, including development of evidence reports and technology assessments. The reports and assessments are systematic reviews based on rigorous, comprehensive syntheses and analyses of relevant scientific literature, emphasizing explicitly detailed documentation of methods, rationales, and assumptions.

Services required by the Federal Government under this contract will be obtained on an as-needed basis through issuance of Task Orders. Task Orders may include multi-year periods of performance, incrementally funded on an annual basis. Multi-year task orders may address a variety of assignments, including development of brief as well as comprehensive evidence reports and technology assessments. The assignments may have tight and/or overlapping deadlines by which specific products will be required. In addition to multi-year Task Orders, AHRQ also may award Task Orders that address only single topics for development of evidence reports, performance of a special analyses, etc.

EPC reports may relate to clinical topics, focus on organizational and health care delivery matters or financing issues, or present findings and conclusions of cost effectiveness studies. Whether single topic-specific Task Orders or assignments made under a multi-year Task Order, periods of performance for development of evidence reports will vary, ranging from 30 days to up to 12 months, depending on the complexity of the topic or depth of review required. EPCs will be expected to meet a variety of due dates without routine need for extensions of time. EPCs also will be expected to have the methodological competence and management flexibility to satisfy a range of solo and multiple tasks that need to be performed concurrently.

As noted above, the EPCs may be tasked to provide a range of related services. In addition to

systematic literature reviews and analyses, an EPC may: (1) perform special analyses, such as meta-analyses, cost effectiveness analyses, decision analyses; (2) perform special cost effectiveness studies; (3) update EPC reports and assessments; (4) undertake methods research; (5) collaborate with academic medical centers, payors and employer groups, non-profits, and other private sector entities in, for example, developing evidence-based curricula, providing training opportunities in systematic reviews and assessments to junior faculty, Fellows, etc. from other academic institutions, or in conducting educational sessions on interpretation and understanding of research studies; (6) provide technical assistance to organizations that seek to use EPC evidence reports and technology assessments as a basis for developing tools to enhance the quality and effectiveness of patient care; (7) design special dissemination strategies for EPC products; (8) scan published and grey literature to identify topics that may be ripe for development of an evidence report or technology assessment; (9) evaluate the use and impact of evidence reports and technology assessment on the quality, outcomes, and costs of healthcare; and (10) other assignments as requested.

Evidence reports and technology assessments may require systematic reviews and analyses of effectiveness and/or cost effectiveness of established medical management of specified clinical conditions, of established or new technology assessments, of clinical preventive medicine, and established, as well as new uses of, complementary and alternative therapies. The number of Task Orders to be awarded to an EPC will be determined by the Contracts Officer, in consultation with the Director, Evidence-based Practice Center Program.

A. Background

The Agency for Healthcare Research and Quality (AHRQ) was established in 1989 as the Agency for Health Care Policy and Research. Its reauthorizing legislation (42 U.S.C. 299 et seq; "Healthcare Research and Quality Act of 1999") renamed the Agency as the Agency for Healthcare Research and Quality (AHRQ) and established it as the lead Federal agency for enhancing the quality, appropriateness, and effectiveness of health services and access to such services.

To achieve these goals, the Agency conducts and supports a broad base of scientific research and promotion of improvements in clinical and health system practices, including the prevention of diseases and other health conditions. AHRQ sponsors and conducts research that develops and presents evidence-based information on healthcare outcomes, quality, patient safety, cost, use and access. Included in AHRQ's mandate is support of synthesis and dissemination of available scientific evidence, including dissemination research and analytic methods or systems for rating the strength of scientific evidence. AHRQ also sponsors and conducts research on existing as well as innovative technologies, and conducts research on methods for measuring quality and strategies for improving quality.

AHRQ recognizes that a number of populations experience persistent disparities in health status, access to care, quality of care, and poor health outcomes. To address these disparities, AHRQ encourages research projects, including work performed by its Evidence-based Practice Centers (EPCs) to include special populations such as low-income groups, racial and ethnic minority groups, women, children, the elderly, and individuals with disabilities and chronic health conditions. AHRQ-supported research helps health care decisionmakers - patients and clinicians, health system leaders, purchasers, and policymakers - make more informed decisions and improve the quality of health care.

In June 1997, AHRQ (then, AHCPH) established the Evidence-based Practice Center Program (EPC Program) in its effort to improve the quality, effectiveness and appropriateness of clinical practice. AHRQ awarded 5-year cost reimbursement contracts to 12 institutions and designated them as Evidence-based Practice Centers (EPCs). Since 1997, the EPCs have developed more than 80 evidence reports and technology assessments on a wide spectrum of topics, both clinical and policy-

oriented. To review topics that have been assigned to the EPC between FY 1997 and FY 2001, go to AHRQ's Web site at www.ahrq.gov/clinic/epc/#centers ; to review the list of EPC evidence reports that have been published, go to www.ahrq.gov/clinic/epcix.htm

The EPC evidence reports and technology assessments have been used by systems of care, provider societies, health plans, public and private purchasers, States, and others, as a scientific foundation for development and implementation of their own clinical practice guidelines, clinical pathways, review criteria, performance measures, and other clinical quality improvements tools. EPC reports on the effectiveness or appropriateness of specific health care technologies are used to inform treatment decisions and coverage or reimbursement policies.

B. Objectives

The objectives of the renewed EPC Program (EPC II) are: (1) continuation of the methodologically rigorous systematic reviews and analyses of the scientific literature on clinical, organizational and financing systems topics. Topics may be generated by AHRQ to meet its programmatic initiatives or requested by public and private-sector organizations that will then be expected to serve as AHRQ's Partners in EPC projects. Products of the reviews will reflect the complexity of the topics and the needs of AHRQ and its partners - ranging from comprehensive evidence reports that may require 6 to 12 months for completion, to more targeted and limited literature search and analysis that must be completed within 90 days; (2) expansion of the EPC portfolio to include updating of prior EPC evidence reports; (3) expansion of EPC technical assistance to professional organizations, employers, providers, policymakers, etc. to better understand the methodology and conclusions in the EPC evidence reports in order to facilitate translation of the reports into quality improvement tools, educational programs, and reimbursement policies; and (4) expanded support for EPC methods research. The related task orders may include, for example, collaboration with organizations that focus on quality and patient safety, or collaboration with academic centers and/or professional societies to produce evidence-based curricula, as well as collaboration with other organizations that are pursuing methodologically sound systematic reviews.

The methodology for work performed under the EPC II contracts will continue to emphasize the importance of a rigorous and transparent evaluation of empirical evidence of effectiveness and all significant outcomes (especially those important to patients), including benefits and harms. The methodology requires explicit and detailed documentation of methods, rationale, assumptions, systems or methods used to rate the quality of the evidence, presentation of the evidence and its rating(s) or grade(s), external peer review of draft products and modification of final products to incorporate substantive peer review comments, as appropriate. Included in EPC reports will be identification of issues and areas where well-designed clinical or health services research is needed. The information will provide additional guidance to AHRQ's and other Federal government agencies' research agendas.

This basic foundation of excellence will further solidify the EPCs' pivotal role in assuring that AHRQ successfully operationalizes its mission as the Federal Government's focal point for enhanced quality, patient safety, and effectiveness of healthcare. It is AHRQ's intent that the EPC II program will be recognized as a major national and international resource for evidence-based systematic reviews, analyses, and research.

Coordinating Center

In addition to work performed by the EPCs, AHRQ is interested in establishing an EPC Coordinating Center. The Coordinating Center will work closely with AHRQ and the EPCs in carrying out its responsibilities that may include, for example, (a) carry out preliminary literature searches related to topics that have been nominated for EPC evidence reports, in order to advise AHRQ whether there is sufficient quality scientific evidence to support a systematic review and analysis; (b) assess need for updating past EPC reports and assessments, as well as a strategy for addressing the backlog (e.g., establish criteria for priority updating cycle (low, medium, high); (c) convene conference on methods/process for assessing quantitative and qualitative evidence; (d) develop criteria and protocol to be used by the EPCs to scan published and grey literature to identify topics that may be ripe for development of an evidence report or technology assessment; (e) establish and maintain periodic contact with Partners in order to track how the Partners are translating the evidence reports and technology assessments into quality tools and/or coverage policies to inform clinical practice or policy, and whether the Partners' members are utilizing the resultant derivative products; (f) serve as a repository for evidence report and technology assessment bibliographies and databases; (g) coordinate semi-annual or annual EPC meetings; (h) track journal acceptance and publication of EPC manuscripts; and (i) prepare other EPC programmatic data, as requested, to support AHRQ's need to have quick access to information related to the EPC Program's performance. The Coordinating Center will not be an EPC.

C. Specific Requirements

Methodology Expertise

EPCs will be expected to demonstrate methodological expertise in the assessment of a broad range of scientific data, such as data from randomized controlled trials, diagnostic studies, technology assessments, epidemiologic and social sciences research (including but not limited to economics, sociology, and behavioral research). To evaluate offeror's methodological expertise, the information set out below must be included in each proposal. Specifically, offeror's processes for:

1. Identifying scientific questions within a given topic that are of the greatest importance with respect to clinical practice or policy;
2. Identifying specific types of evidence that would be appropriate to answer important questions related to a given topic;
3. Identifying, and criteria for selecting, sources of evidence (e.g., English language studies, foreign language studies, published and/or unpublished studies), including strategies for describing explicit details of the literature review to facilitate future updates of the report;
4. Evaluating individual studies for issues that may affect the validity of individual study results, including considerations of both internal and external validity;
5. Synthesizing results of data from multiple individual studies; and
6. Conveying results from synthesis in ways that communicate readily to the relevant audiences for each evidence report or technology assessment.

Core Teams

The EPCs are to be comprised of core staff of seasoned professionals in fields such as medicine, nursing, dentistry, epidemiology, statistics, health services research, behavioral research, public health, social sciences, and science writing and editing. In the event that the EPC core staff does not include particular expertise needed to accomplish a Task Order, the EPC is to obtain such expertise through consultants and/or sub-contracts. It is AHRQ's expectation that at least one topic-specific content expert will be included as key personnel for each Task Order.

Evidence Reports and Technology Assessments

For EPC Task Orders that require development of evidence reports or technology assessments, the topics may vary from clinical management of diseases or conditions, including prevention of diseases, to organization and financing of health delivery systems, to development of the scientific or evidence base for reimbursement or coverage policies. For example, prior EPC Task Orders have addressed management of clinical conditions or procedures (e.g., “Diagnosis and Treatment of Congestive Heart Failure”), state-of-the-science assessment of new and established healthcare technologies (e.g., “Effectiveness and Cost-Effectiveness of Echocardiography and Carotid Ultrasound in Evaluation and Management of Stroke”), patient safety and quality of care practices (e.g., “Making Health Care Safer: Critical Analysis of Patient Safety Practices”), analyses of health care costs (e.g., “Utilization of Physician Services”), preventive medicine (e.g., “Postmenopausal Hormone Replacement Therapy and Cardiovascular Disease”), and effectiveness of alternative or complementary therapies (e.g., “Ayurvedic Interventions for Diabetes Mellitus”).

Over the 5-year period of performance, AHRQ anticipates that evidence reports and technology assessments may be developed within the following topic areas: adult health; child and adolescent health; women’s health; minority health; geriatrics; dental health; mental health and substance abuse; rehabilitation; preventive care; complementary and alternative therapies; patient safety and medical errors; and, effective management of health care systems. Further, cost and cost-effectiveness analyses, analyses of organization and financing of health delivery systems, and development of curriculum covering principles and applications of evidence-based medicine that is suitable for course work in academic settings (nursing, medicine, dental, sciences), as well as for continuing education of health care professionals, also may be required. Evidence gathered or amassed for EPC evidence reports and technology assessments will include, as appropriate and where available, findings related to the particular clinical condition and its impact on members of the special populations referenced above. While it is not anticipated that EPCs will specialize in specific topic areas, EPCs must demonstrate ready and ongoing availability of the necessary clinical, epidemiological, economic, and methodological expertise to successfully undertake multiple Task Orders in any of these topic areas. To that end, offerors are encouraged to describe their expertise in any of the topic areas.

Topics selected for evidence reports and technology assessments will be narrowly focused. They may address specific aspects of the diagnosis, treatment and/or management of a particular condition, address an individual procedure, treatment, or technology, or require economic analysis of a particular organizational or financing issue. AHRQ will work with the EPCs and nominating organizations to define the focus of topics for evidence reports and technology assessments, so that databases can be searched, the evidence reviewed, supplemental analyses performed, and final evidence reports and technology assessments delivered to AHRQ within established and possibly tight and overlapping due dates set to meet Client/Partner needs (e.g., to make timely coverage decisions or develop timely clinical pathways).

A primary consideration in selection of specific topics is their potential to assist in development of practice guidelines, performance measures, educational curricula, policy and reimbursement formulations, etc. The EPCs will work with the nominating Partner(s) on proposed key questions or issues that will be the basis for a particular evidence report or technology assessment, modifying or replacing questions as appropriate.

AHRQ’s current criteria by which clinical and organizational topics are selected for EPC evidence reports and technology assessments was published on November 13, 2000 in the *Federal Register*, Vol. 65, No. 219/Monday. Internet access to the FR notice is:

Elements of EPC Reports

EPC evidence reports and studies are to include the elements set out below. Note, however, that some elements may not apply to EPC technology assessments developed for AHRQ's Technology Assessment Program (TA Program) or systematic evidence reviews developed for the U.S. Preventive Services Task Force (USPSTF Program). Special requirements, if any, for the TA Program and the USPSTF Program will be included in RFTOs competed by AHRQ following designation of EPCs derived from this RFP (see Section D for further information).

Unless otherwise stated in RFTOs for the TA Program and the USPSTF Program, all EPC evidence reports and technology assessments will include the following deliverables: (1) Summary; (2) Technical Report; (3) Manuscript; and (4) Database.

Summary

The Summary will be approximately 20-25 pages. It is to be concise and written in sufficient detail to be the primary (i.e., stand alone) document for AHRQ's varied audiences. The Summary will include synopsis of the scientific evidence on each key question and reference to the linkages in the analytic framework, and grades for the strength of the evidence on each linkage. The following elements will be in the Summaries: (a) Structured abstract; (b) Introduction/burden of illness; (c) Methods and key questions; (d) Results and Conclusions, including information on what data was available, as well as the quality of those data, for each key question; (e) Special analyses, if any; (f) Selected abbreviated tables; (g) Discussion; and (h) References. The format will be uniform across all EPC reports to facilitate updating of the reports.

Technical Report

The Technical Report, may be up to 300 pages, and will include the following elements:

- c description of the topic, specifying the patient population (including subgroups with disproportionate impact) and specific questions that were addressed; specification of the causal pathway underlying the analysis; and definition of the interventions and outcomes that were examined;
- description of the methodologic process used, including specification of search strategies, databases and other sources of literature used, time frame covered by the searches (beginning and end dates), inclusion and exclusion criteria, method for assigning inclusion and exclusion criteria, method for reviewing of the studies, criteria for assigning the quality rating for the studies and the quality grading of the quality of the studies and the overall body of evidence, methods of analysis, and synthesis of the evidence;
- bibliography of all studies abstracted, whether used or rejected, for the report;

- documentation of reason(s) why a particular study was rejected;
- complete reference list;
- estimate of the time horizon for a re-review of the topic.

Manuscript

The manuscript will be approximately 4,000 to 6,000 words, suitable for journal publication. EPCs will be required to prepare a manuscript on their findings and conclusions for each report completed under the Task Orders, and submit the manuscript(s) to a national peer-reviewed general interest medical journal, following AHRQ review and comment. In no case, except with written consent of the Contracting Officer, shall an EPC submit a manuscript based on EPC work, prior to submission of the related final Technical Report to AHRQ.

Data Base

Consistent with provisions of Section H.3 of this contract - Rights In Data - Special Works (FAR Clause 52-227-17 June 1987), at the completion of each task order or assignment, the EPC will deliver to AHRQ an electronic copy of the (a) entire study bibliography; (b) reference list; (c) detailed search strategy, including terms, exclusions (date, language, and study type parameters, etc.); (d) inclusions and exclusion criteria for assessing study relevancy; and (e) for all excluded studies, reasons for exclusion. The EPC shall use commercial off-the-shelf (COTS) software unless otherwise approved by the project officer. The deliverable shall be CD-ROM based and contain, as necessary, associated software design specifications, stored procedure specifications, indexing, data model(s), and any other system specifications and associated documentation necessary to implement the database.

Peer Review

The EPCs will be required to have external peer review of draft reports, with reviewers reflecting the wide range of audiences, such as content and methods experts, professional societies, providers, payors, consumers, etc. Following receipt of reviewer comments, the EPCs will modify the reports to incorporate substantive comments, as appropriate.

Final Reports and Peer Review Comments

The EPCs will submit a report of peer review comments and their disposition at the time the Summary, Technical Report, and Manuscript are submitted.

Publication of EPC Products

AHRQ will make EPC Technical Reports and Summaries available on AHRQ's webpage and in hard copy. It is AHRQ's policy to promptly publish and otherwise disseminate research developed with AHRQ support. Consistent with this policy, AHRQ will make final evidence reports and technology assessments available as soon as possible. AHRQ anticipates release of report Summaries within 45 days of their receipt, and release of Technical Reports within 90 days of their receipt. In addition to the Technical Reports being available in hard copy, they will be accessible on AHRQ's webpage as FTP downloadable files, due to their length.

The format for presentation of information will be consistent across all EPC reports to facilitate periodic

updating. Each EPC will have primary responsibility for ensuring the accuracy and completeness of their reports and studies developed under the Task Orders.

Each EPC will be responsible for obtaining permission to include copyrighted materials in the reports, studies, and Summaries; and for ensuring that all copyrighted material includes attribution to source.

AHRQ will not provide extensive editing of EPC reports prior to their publication in hard copy and placement on AHRQ's website. It will be the EPCs' responsibility to submit the Summaries and the Technical Reports in publishable condition. Therefore, the EPCs will be required to include a science writer and an editor as part of their core staff, at a sufficiently high percentage of dedicated time to ensure acceptability of the EPC reports. With the EPCs as guarantors of the completeness and accuracy of their reports, AHRQ will direct inquiries regarding content, references, etc. to the particular EPC for resolution.

Assessing EPC Reports

While adhering to the required elements outlined above, it will be the EPC's responsibility to determine the method or approach by which its final evidence reports will be produced. The success or failure of the selected method or approach will be assessed in terms of the quality, clarity, and credibility of the final report, and the required methodological expertise set out above. Subsequent task orders will be awarded, in part, on the basis of each EPC's successful performance of prior assignments.

D. Types of Task Orders

Following designation of offerors as Evidence-based Practice Centers (EPCs), and as resources permit, AHRQ plans to simultaneously compete among the EPCs a series of Requests For Task Order (RFTO) covering multi-year periods of performance. Examples of multi-year task orders that AHRQ is considering are set out below.

- RFTO for three (3) or four (4) EPCs to provide technical support to AHRQ's Technology Assessment Program.
- RFTO for one (1) or two (2) EPCs to provide technical support to the U.S. Preventive Services Task Force (USPSTF).
- RFTO to identify five (5) or six (6) EPCs to develop evidence reports on a variety of topics that are requested by AHRQ, by private-sector Partners, and by other Federal agencies. Under these multi-year task orders, an EPC will receive assignments from AHRQ that may include, for example, development of at least 2 comprehensive evidence reports per year; a mix of comprehensive and small systematic reviews; targeted methodological studies; or some other combination of assignments.

In the event that another Federal health agency requests on-going technical support from an EPC, AHRQ will compete an RFTO for a multi-year task order for designated EPC support to that agency.

The required level of time commitment for senior clinical and methodological expertise will generally be consistent across the multi-year awards. However, time commitments and work products may vary to reflect discrete programmatic needs. EPCs that are awarded a multi-year task order will be required to maintain, throughout the period of performance, core staff whose dedicated time is at the required level specified in the particular multi-year task order. The multi-year task orders require stable "teams" with

substantial time commitments to ensure rapid response and turnaround of assigned topics, as well as continuity of effort over an extended period of time.

For example, EPCs that provide technical support to the U.S. Preventive Services Task Force may be required to staff their project with 2 MD/MPH Science Advisors @ 50% time per Advisor; 1 MPH Research Assistant @50% time; 1 Librarian @ 50%-75% time; Secretary @ 50% -75% time; Technical Writer and Editor @50% - 75% time each.

Technical Support of AHRQ's Technology Assessment Program may require staff "teams" comprised of MD/PhD level experts who dedicate sufficient time to not only oversee, but be directly involved in production of rapid turnaround technology assessments, plus availability of a senior clinical methodologist to provide consultation as requested.

Dedicated time of senior clinical and methodological expertise, plus sufficient technical writing, research, and librarian support, also will be required for multi-year Task Orders that focus on technical or programmatic support for a non-AHRQ Federal Agency as well as Task Orders that incorporate a variety of assignments, including development of evidence reports on a range of on topics requested by AHRQ and other public and private-sector entities, updating of EPC reports, research, etc.

Specific requirements tailored to meet particular program needs will be included in each of the RFTOs, including specific deliverables and schedules for the deliverables. A common requirement across all EPC task orders, whether multi-year or single topic, will be the EPCs need to demonstrate the capacity, capability and track record for delivering interim and final products to AHRQ by established and agreed upon due dates, whether those dates are within 30 days or within 12 months. Rapid turnaround, from assignment of EPC topics, completion of reports, to AHRQ's publication of the reports, is a hallmark of the new EPC Program.

To ensure required time commitments of senior clinicians and methodologists, AHRQ will initially award no more than one multi-year Task Order per EPC. AHRQ may consider more than one award of a multi-year task order to an EPC, in response to programmatic needs, but only if an EPC has demonstrated (prior to consideration for a second multi-year award) the capacity and capability for adding additional clinical and methodological expertise (i.e., not reducing time commitments in place) plus a then-current performance record for meeting or exceeding due dates. EPCs also may receive single-topic Task Orders in addition to multi-year task order(s). Single-topic Task Orders may be competed or assigned, according to programmatic need.

E. Tasks In Addition to Evidence Reports

As indicated above, AHRQ may assign Task Orders to : (1) update prior EPC reports; (2) conduct methods research; (3) perform special analyses, such as meta-analyses, cost effectiveness analyses, decision analyses; (4) provide technical assistance to organizations that seek to use EPC evidence reports as a basis for development of clinical guidelines, performance measures, and other quality enhancement tools, and use to inform reimbursement or coverage policies; (5) perform special cost effectiveness studies; (6) collaborate with academic medical centers, payors and employer groups, non-profits, and other private sector entities in, for example, developing evidence-based curricula, providing training opportunities in systematic reviews and assessments to junior faculty, Fellows, etc. from other academic institutions, or in conducting educational sessions on interpretation and understanding of research studies; (7) design special dissemination strategies for EPC products; (8) scan published and grey literature to identify topics that may be ripe for development of an evidence report or technology assessment; and (9) evaluate the use and impact of evidence reports and technology assessments on the quality, outcomes, and costs of healthcare; and (10) other

assignments as requested.

For illustrative purposes only, an EPC may be asked to (1) update prior technology assessments and evidence reports as new scientific evidence becomes available, utilizing the same methodological rigor as was used for development of original reports and assessments; (2) conduct evaluation efforts to assess: (a) how findings from AHRQ-sponsored evidence reports and technology assessments are incorporated into clinical practice; and (b) the impact of these changes on provider and patient behavior, utilization, costs, and outcomes; or, (3) provide technical assistance to medical professional societies, health care delivery systems, payers and providers, in their efforts to translate evidence reports and technology assessments into clinical guidelines, performance measures, other quality improvement tools, and coverage policies, as well as in implementation and evaluation of such tools.

F. EPC Products Not Funded By AHRQ

For EPCs designated under this RFP, AHRQ will continue its practice of encouraging the EPCs to seek funding from and enter into agreements with private and public organizations to perform similar work on topics other than those funded by AHRQ. EPCs may include the EPC logo and attribution, “produced by an AHRQ EPC”, on the final report with prior written approval of the Director, Center for Practice and Technology Assessment.

Approval will generally be granted if such products are developed with a transparent and rigorous methodology and process consistent with that required of products funded by AHRQ, including peer review and modification of the product to include peer review comments, as appropriate, and other requirements specified in this scope of work. AHRQ shall be one of a group of peer reviewers of such products. Should AHRQ object to some portion of the work contained in the product (for example, during peer review) AHRQ may negotiate mutually agreeable modifications or require removal of the EPC logo and attribution and insertion of a disclaimer, if deemed necessary, should the product nevertheless be published.

Approval to use the EPC logo and attribution also is contingent on the funding source giving AHRQ written assurance that the product(s) shall be made available at a reasonable cost (defined as the cost of duplication, mailing and handling) to Federal and State agencies and to the public.

No later than at the same time that the EPC delivers the final report or assessment to the third party funding source, the EPC shall deliver to AHRQ the final report or assessment, a copy of all peer review comments, and a report of disposition of those comments.

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

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

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

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

F.2 PERIOD OF PERFORMANCE

The period of performance shall be from the effective date of the contract through 60 months thereafter.

F.3 DELIVERY SCHEDULE

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

The Contractor shall produce the following scheduled reports/deliverables in the amount, and within the time frame indicated. Complete delivery instructions will be provided with each Task Order awarded.

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

<u>Item</u>	<u>Description</u>	<u>Quantity/Delivery Date</u>
1	Administrative, progress, and financial reports	As specified in each task order
2	All deliverables identified in each task order	As specified in each task order

3	Final report under each task order	As specified in each task order
4	Small Disadvantaged Business Participation Report	1 copy at contract completion

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)
(KEY PERSONNEL DESIGNATION PER TASK ORDER)**

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

G.2 PROJECT OFFICER and TASK ORDER OFFICER

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

**(TO BE COMPLETED AT TIME OF CONTRACT AWARD)
(TASK ORDER OFFICER DESIGNATION PER TASK ORDER)**

The Project Officer and Task Order 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 or Task Order 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
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.

Fee will be negotiated per individual task order.

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 TASK ORDER SELECTION CRITERIA AND PROCEDURES

All work required under this contract will be authorized through the issuance of task orders (TOs) signed by the Contracting Officer and accepted by the Contractor. TOs may be issued at any time within the contract period.

TOs may often vary in terms of content, cost and duration. Task orders will normally be cost-reimbursement type contracts. However, depending on the nature of the task order, task orders may also be negotiated as fixed price, performance based, incentive type, etc.

Each EPC Contractor will be guaranteed a minimum of one task order during the 5-year contract. It is expected that TOs will average between \$75,000 and \$400,000 and last between six to twelve months. There may be circumstances where the amount and duration of task orders exceed these average amounts. It is also anticipated that several multi-year task orders will be awarded to some of the EPC Contractors.

The minimum dollar amount guaranteed per each EPC Contractor is \$75,000 and the maximum allowable will be \$5,000,000 for the contract period. Once the total dollar value of all TOs issued to a contractor equals the not to exceed (NTE) amount of \$5,000,000, the Contractor will be ineligible to compete for additional work during the remainder of the contract period. However, the Government reserves the right to adjust the NTE amount by 5% for the purpose of accepting the lowest offer which would have been rejected solely because the total dollar value of all of a Contractor's TOs would exceed the NTE amount by this minimal amount.

A Task Order Officer (TOO) will be designated for each TO issued under this contract. The TOO will function as principle technical liaison between the Contracting Officer and the Contractor's Project Manager.

Procedures for Issuance of TOs

1. Each awardee will be provided a fair opportunity to be considered for each TO. Factors such as past performance, quality of deliverables, cost control, price, cost, or other factors that the Contracting Officer believes are relevant to the placement of orders will be considered.

2. When a TO is to be awarded, the Government will solicit proposals from awardees based on those factors mentioned above. The TO Statement of Work will be sent to those selected awardees and a cost proposal and a brief discussion of technical approach shall be submitted within twenty (20) calendar days. In unusual circumstances, contractors may be requested to reply within a shorter amount of time. Oral proposals and streamlined procedures may be used in selecting the TO awardee.

3. The determination of award of the TO will be based on cost, technical merit, and any other relevant factors.

4. Awardees need not be given an opportunity to be considered for a particular TO if the Contracting Officer determines that:
 - A. The Agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
 - B. Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
 - C. The order should be issued on a sole-source in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
 - D. It is necessary to place an order to satisfy a minimum guarantee.

5. Each TO proposal will be subject to review and negotiation and will not be effective until signed by both parties.

Required content of TO proposals will usually include, but not necessarily be limited to, the following:

--offeror's understanding of TO objectives;

--proposed approach to solving the problem in terms of major steps or subtasks of the proposed study program;

--types of final products anticipated;

--proposed staff by name and percentage of time each individual will be assigned to the

work; and

--management plan for conducting the TO.

6. The cost and fee for each TO will be negotiated based on the fixed maximum labor rates set forth in Section B - Supplies or Services and on other cost/fee issues.
7. Upon negotiation and agreement on the proposal submitted, the Contracting Officer shall issue for the signature of the Contractor a formal TO. The Contractor shall not proceed with performance until the Contracting Officer has signed the TO and provided written approval to proceed.
8. The Contractor's performance of the TO is subject to the terms and conditions in the contract, and the TO may be modified by the Contracting Officer and **ONLY** the Contracting Officer.
9. Protests **ARE NOT** authorized in connection with the issuance or proposed issuance of a TO except for a protest on the ground that the order increases the scope, period, or maximum value of the contract under which the order is issued.
10. The Contractor is not required to compete for a particular TO if it chooses not to do so, i.e., the Contractor may elect not to submit a proposal on a particular TO. Such election will not preclude the Contractor from an opportunity to submit proposals on future TOs.

H.2 PRIOR REVIEW OF PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT

To ensure compliance with the mandate and requirements of 923(b)(1) of the Public Health Service Act, 42 U.S.C. 299c-2(b)(1), assuring that statistics developed with AHRQ support are of high quality, duly comprehensive, timely, and adequately analyzed, [except as otherwise provided in this contract], the Agency for Healthcare Research and Quality (AHRQ) must, prior to Contractor's publication or other dissemination, review all reports, presentations, or any other proposed disclosures that contain information, statistics, analytical material, or any other material, based on or derived from any work performed under all task orders and assignments awarded under this contract, throughout the full period of performance under this contract. Accordingly, during the course of this contract:

- (A) Contractor shall provide to the Agency for Healthcare Research and Quality (AHRQ) 60 working days to review reports, presentations, and other disclosure of information or material prior to their release, 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.
- (B) In the event the Contractor has received no written response from the Project Officer by the end of the 60-day period following a request to publish a final or other report or assessment, or to make a presentation or other disclosure of material derived from work performed under this contract, the Contractor may publish, present, or otherwise

disclose this material subject to the above cited confidentiality restrictions of Section 924(c) of the PHS Act (42 U.S.C. 299c-3). However, the Contractor must print prominently on the report or any portion of it which is released, or state prior to any oral or other disclosure of material derived from work performed under this contract the following disclaimer:

“This report (presentation, or other appropriate description of the written materials) was developed with data collected and/or analyzed under contract with the Agency for Healthcare Research and Quality (AHRQ). The information and opinions expressed herein reflect solely the position of the author(s). Nothing herein should be construed to indicate AHRQ support or endorsement of its contents.”

(C) Exceptions to copyright restrictions

In the event AHRQ determines Contractor's work does not comply with the provisions of 42 U.S.C. 299c-3(c) or 42 U.S.C. 299c-2(b)(1), or if AHRQ objects to some other aspect of the report, presentation, or other disclosure of work performed under this contract, AHRQ and the Contractor agree to negotiate in good faith to resolve the issue(s). If resolution cannot be reached within the 60-day review period:

- (1) AHRQ agrees that the Contractor may proceed to publish the work, provided the following disclaimer is inserted prominently at the beginning of the report, presentation, or other disclosure:

“This document (presentation) was developed under contract with the Agency for Healthcare Research and Quality (AHRQ). The information and opinions expressed herein reflect solely the position or views of the author(s). Nothing herein should be construed to indicate the support or endorsement of its contents by AHRQ.”

- (2) AHRQ may require the contractor to remove from the report, article, or other written presentation, any label or wording (e.g., on the cover or title page) that would indicate that the product was an approved or endorsed work of an AHRQ EPC, should the product nevertheless be published.

(D) Prior to disclosure of work performed under this contract, i.e., whether by written or oral presentations, the following information regarding data confidentiality must be clearly presented (e.g., printed on written products and stated prior to oral presentation):

“IDENTIFIABLE INFORMATION ON WHICH THIS REPORT OR PRESENTATION IS BASED, IS CONFIDENTIAL AND PROTECTED BY FEDERAL LAW. [SECTION 924(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299(c)-3(c)]. NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUAL SUPPLYING THE INFORMATION OR DESCRIBED IN IT WILL BE KNOWINGLY DISCLOSED EXCEPT WITH THE CONSENT OF THAT INDIVIDUAL. IF IDENTIFIABLE DATA MIGHT INADVERTENTLY BE RELEASED IN THIS REPORT (OR PRESENTATION) ANYONE WHO MISUSES THAT IDENTIFIABLE DATA CONTRARY TO THE STATUTORY PROVISIONS INTENDED TO

PROTECT THE CONFIDENTIALITY OF THE DATA WOULD BE SUBJECT TO THE RELATED PENALTY PROVISIONS.”

- (E) Subsequent to AHRQ’s acceptance of the evidence report, technology assessment, and manuscript required under a Task Order or assignment, the Contractor may publish, present, or otherwise disclose material collected or analyzed under that Task Order or assignment, without prior submission to AHRQ for review, provided the Contractor prints prominently on the report or presentation, or any portion of data which is released, or state prior to any oral disclosure of work performed under this contract, the following disclaimer:

“This report, presentation (or other appropriate description of the material) was developed from data collected under contract with the Agency for Healthcare Research and Quality (AHRQ), but it was not submitted for prior Agency review. The report, presentation (or other appropriate description of the disclosure) is not endorsed by AHRQ”.

- (F) Whenever any data are to be developed by a subcontractor under this contract, the contractor must include the terms of (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 restrictions on publication and dissemination of material produced or derived from work performed under this contract.

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

- (A) Definitions

“Data,” as used in this clause, means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“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 any purpose whatsoever, and to have or permit others to do so.

- (B) Allocation of Rights

- (1) The Government shall have:
- C 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.
 - C 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.
 - C The right to limit release and use of certain data.

- (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 performance of this contract

- (i) The contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix, or arrange for the affixing of, the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including the contract number) to such data when delivered to the Government, as well as when the data are published or when deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data, to produce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
- (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 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 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, 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 Contracting Officer

(E) Indemnity

The contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of violation of trade secrets, copyrights, or rights of privacy or publication, 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 provision 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.

H.4 SUBCONTRACTS

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), 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, and no clause may be included to diminish the Government's rights in those data.

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

H.5 DATA CONFIDENTIALITY

The Contractor is to provide for secure and confidential storage, retrieval, maintenance, and disposition of data and other information used in work performed under this contract consistent with OMB Circular A-130, Appendix III, regarding security for automated systems, and with 42 U.S.C. 299-3(c), regarding the confidentiality of identifiable data collected with AHRQ support.

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

H.6 DATA SECURITY

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

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

and http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr164_01.html

The Contractor agrees to maintain records about individuals patients in accordance with the requirements of the above-referenced laws, regulations and agreements. Contractor and his professional staff will take steps to ensure that the intent of this section is enforced at all times through appropriate qualification standards for all personnel working on this contract and through adequate training and quality assurance procedures.

H.7 DATA DISPOSITION

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

H.8 NON-ALLOWABLE CONTRACT COST PROVISION

It is understood that work to be performed under this contract will be undertaken only after the issuance of a Task Order. Accordingly, there will be no costs billed or paid for under this contract that are not directly attributable to the performance of specifically assigned work under the terms of this contract.

H.9 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.10 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.11 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.

PART II - CONTRACT CLAUSES

(06/01-DCM)
(FAC 97-27)

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

CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

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

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

<u>FAR Clause No.</u>	<u>Title and Date</u>
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JULY 1995)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing or Copying Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

(JULY 1995)

- 52.215-2 Audit and Records - Negotiation (JUNE 1999)
- 52.215-8 Order of Precedence-Uniform Contract Format (OCT 1997)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
(applicable to contract actions over \$550,000)
- 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
(applicable to contract actions over \$550,000)
- 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998)
- 52.215-17 Wavier of Facilities Capital Cost of Money (OCT 1997)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB)
Other Than Pensions (OCT 1997)
- 52.215-19 Notification of Ownership Changes (OCT 1997)
- 52.216-7 Allowable Cost and Payment (MAR 2000)
- 52.216-8 Fixed Fee (MAR 1997)
- 52.216-27 Single or Multiple Awards (OCT 1995)
- 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 Program - Disadvantaged
Status and Reporting (OCT 1999)
- 52.222-2 Payment for Overtime Premiums (JULY 1990). The amount in
paragraph (a) is "zero" unless different amount is separately
stated elsewhere in contract.
- 52.222-3 Convict Labor (AUG 1996)
- 52.222-26 Equal Opportunity (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 Payment 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 (APR 1984)
52.232-17	Interest (JUNE 1996)
52.232-18	Availability of Funds (APRIL 1984)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)

52.232-25	Prompt Payment (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)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUG 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JAN 1986)
52.246-5	Inspection of Services-Cost Reimbursement (APRIL 1984)
52.246-23	Limitation of Liability-(FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

HHSAR

<u>Clause No.</u>	<u>Title and Date</u>
352.202-1	Definitions (JAN 2001) Alternate h
352.223-70	Safety and Health (JAN 2001)
352.224-70	Confidentiality of Information (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APR 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (JAN 2001)
352.270-5	Key Personnel (APRIL 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (JAN 2001)
352.270-8	Protection of Human Subjects (JAN 2001)

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

I.2 ORDERING (OCT 1995) (FAR 52.216-18)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract award date through the contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.3 ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

- (a) *Minimum Order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum Order.* The Contractor is not obligated to honor--
 - (1) Any order for a single line item in excess of \$1,000,000;
 - (2) Any order for a combination of items in excess of \$2,000,000; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements Clause at Subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraph (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.

(End of Clause)

I.4 INDEFINITE QUANTITY (OCT 1995)(FAR 52.216-22)

- (a) This is an indefinite quantity contract for the supplies of services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in

the Schedule are estimates only and are not purchased by this contract.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the Government, when and if ordered, the supplies and services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as "minimum."
- (c) Except for any limitations on quantities in the Order Limitations Clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified within the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the contract expiration date.

(End of Clause)

I.5 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

1. List of Reference Materials
2. Past Performance Questionnaire and Contractor Performance Form
3. SF LLL-A, Disclosure of Lobbying Activities
4. Proposal Intent Form

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 (APR 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (MAY 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2001)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (MAY 2001)
K.9	FAR 52.219-22	Small Disadvantaged Business Status (OCT 1999) Alternate I (OCT 1998)
K.10	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.11	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.12	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)

- K.13 FAR 52.223-13 Certification of Toxic Chemical Release Reporting (OCT 2000)
- K.14 FAR 52.225-2 Buy American Act-Balance of Payments Program Certificate (FEB 2000)
- K.15 FAR 52.226-2 Historically Black College or University and Minority Institution Representation (MAY 2001)
- K.16 FAR 52.230-1 Cost Accounting Standards Notice and Certification (JUN 2000)
- K.17 FAR 15.406-2 Certificate of Current Cost and Pricing Data
- K.18 P.L. 103-227 Certification Regarding Environmental Tobacco Smoke

K.I REPRESENTATIONS AND CERTIFICATIONS

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

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

(Name of Offeror) (RFP No.)

(Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

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

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

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

prices offered;

- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

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

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

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

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

(End of provision)

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

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(End of provision)

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

- (a) Definitions:
 - "Common parent," as used in this provision, means that corporate entity that owns or

controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

- (b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
 - TIN: _____
 - TIN has been applied for.
 - TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an income effectively connected with the conduct of a trade or business in the United States (U.S.) and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of a Federal, state, or local government.
- (e) Type of organization.
 - Sole proprietorship;
 - Partnership;
 - Corporate entity (not tax-exempt);
 - Corporate entity (tax-exempt);
 - Government entity (Federal, State, or local);
 - Foreign government;
 - International organization per 26 CFR 1.6049-4;
 - Other _____.
- (f) Common Parent.

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

() Name and TIN of common parent:

Name _____
TIN _____

(End of provision)

**K.5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
(FAR 52.204-5)**

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

(End of Provision)

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

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

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

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

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

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners;

partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

(End of provision)

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

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

Place of Performance (Street
Address, City, County State,

Name and Address of Owner
and Operator of the Plant

Zip Code)

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 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 provision.]* The offeror represents as part of its offer that it [] is [] is not a women-owned small business concern.
- (4) *[Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (2) *[Complete only if offeror represented itself as a veteran-owned small business concern in block (b)(4) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (c) *Definitions.* As used in this provision –

“Service-disabled veteran-owned small business concern” –

(1) Means a small business concern –

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with a permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

“Veteran-owned small business concern” means a small business concern –

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

“Women-owned small business concern” means a small business concern --

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

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business

concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

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

(End of Provision)

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

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

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *(The offeror shall enter the name and names of the HUBZone small business concern or concerns that are participating in the joint venture:*

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

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

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that

are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

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

(End of Clause)

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

The offeror represents that--

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

(End of provision)

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

The offeror represents that--

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

or

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

(End of provision)

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

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

**K.13 BUY AMERICAN ACT-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.14 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)(FAR 52.226-2)

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

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

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101(a)).

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

(End of Provision)

**K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)
(FAR 52.230-1)**

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement: _____

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and

elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes No

(End of Provision)

ALTERNATE I (APR 1996)

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

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

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

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

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

(END OF ALTERNATE I)

K.16 CERTIFICATE OF CURRENT COST OR PRICING DATA (FAR 15.406-2)

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

_____ * are accurate,
complete, and current as of _____ **.

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

FIRM _____

NAME _____ Signature_____

TITLE _____

DATE OF EXECUTION*** _____

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

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

*** Insert the day, month, and year of signing, which should be as close as practicable to the

date when the price negotiations were concluded and the contract price agreed to.

End of Certificate

K.17 ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Organization: _____

Signature _____ Title _____

Date _____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

This solicitation incorporates one or more 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a provision may be assessed electronically at this address: <http://www.arnet.gov/far/>

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

- (1) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
- (2) 52.215-16 Facilities Capital Cost of Money (OCT 1997)

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

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.

- (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

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

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

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

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

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

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

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

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of proposals.*
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in

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

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

- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

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

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

modifications in response to an amendment, or to correct a mistake at any time before award.

- (7) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

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

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

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

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

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

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror.
 - (ii) The overall ranking of all offerors, when any ranking was developed by the

agency during source selection;

- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

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

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

It is anticipated that 10-14 contract awards will be made from this solicitation and that the awards are estimated to be made in June 2002.

L.5 SINGLE OR MULTIPLE AWARDS (OCTOBER 1995)(FAR 52.216-27)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.6 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.7 POINT OF CONTACT FOR TECHNICAL INQUIRIES

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

All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **February 8, 2002**. Answers to questions shall be posted as an Amendment to the RFP on AHRQ's webpage at www.ahrq.gov, under "Funding Opportunities". It is the responsibility of each offeror to periodically check the webpage for amendments or changes to this solicitation.

It is preferred that all questions be e-mailed to Sharon Williams, Contracting Officer at: swilliam@ahrq.gov. Hard copies can be sent to:

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

Fax: (301) 443-7523

L.8 REFERENCE MATERIALS

Attached to this solicitation is a list of reference material applicable to this acquisition. Reference material can be accessed through the Internet at the web addresses shown. Failure of offerors to examine the reference material prior to proposal preparation and submission will be at the offeror's risk.

L.9 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, task order contract will be awarded. In addition to the special provisions of this request for proposal (RFP), any resultant contract shall include the general clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.

- b. Authorized Official and Submission of Proposal: The proposal shall be signed by an official authorized to bind your (the offeror's) organization. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the cover letter of this solicitation. Proposals will be typewritten, reproduced on letter sized paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:
- I. COVER PAGE: Include RFP title, number, name of organization, author(s) of technical proposal, and indicate whether the proposal is an original or a copy.
 - II. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.10).
 - III. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.11)
 - IV. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.12)
 - V. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.13).
- c. Separation of Technical, Past Performance Information, Small Disadvantaged Business Participation Plan and Business Proposal: The proposal shall be in four parts: (1) Technical Proposal; (2) Past Performance Information; (3) Small Disadvantaged Business Participation Plan; and (4) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however resources information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.
- d. Evaluation of Proposals: The Government will evaluate technical proposals in accordance with the criteria set forth in Section M, Evaluation/Award Criteria.
- e. Rejection of Proposals: The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official contract file.
- f. Unnecessarily Elaborate Proposals: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive visual and other presentation aids are neither necessary nor wanted.

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

Therefore:

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

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

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

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

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

L.10 TECHNICAL PROPOSAL INSTRUCTIONS

The technical proposal shall contain an original and 15 copies.

Technical Proposal Format

1. Cover Page
2. Table of Contents
3. Introduction

4. Technical Discussion - For ease of evaluation, the technical proposal shall be divided into three (3) parts as follows, corresponding to the evaluation criteria in Section M:
 - a. Understanding Purpose and Objectives of the EPC Program
 - b. Personnel and Management Plan
 - c. Organizational Experience

Technical Proposal Requirements

At a minimum, the following information shall be contained in the proposal:

(1) Understanding Purpose and Objectives of the EPC Program

Briefly, but in sufficient detail to provide an appropriate response to this evaluation criterion, the offeror shall describe its understanding of the philosophical model adopted by AHRQ for its Evidence-based Practice Centers Program (EPC Program). Further, the offeror shall demonstrate how this model is operationalized to produce methodologically rigorous and transparent evidence-based systematic reviews.

(2) Personnel and Management Plan

The offeror shall describe the overall plan for organizing, staffing, and managing the tasks required by this task order contract. The plan shall indicate how organizational roles and responsibilities will be divided, decisions made, work monitored, and quality and timeliness of products assured. The offeror shall explain how this management and staffing plan demonstrates offeror's capability to start projects quickly, ensure that qualified personnel are available for individual task orders, conduct more than one task order concurrently, complete complex tasks within narrow time frames, and assure quality of the products.

Planned subcontracting and consulting relationships, and other special organizational relationships shall be described in detail. The offeror shall provide Letters of Intent from proposed consultants. If the offeror proposes to use consultants or subcontractors to carry out work under this task order contract, the management plan shall specify how the contractor, consultants, and/or subcontractors will work together, how tasks will be divided, how decisions will be made and communicated, how activities will be coordinated, and how the relationships will be managed to assure quality, timeliness, and

productivity.

The offeror shall provide the qualifications and resumes of all proposed project personnel. The offeror is expected to be specific in describing the proposed staff. Highly qualified staff are considered critical to the successful completion of short-term and long-term, high priority projects envisioned under this task order contract. The offeror shall submit resumes for personnel who may be utilized during this contract period. Identified individuals should be readily available for assignment to requirements which may arise.

Resumes of consultants, subcontractors, and part-time employees must also be included and must be clearly identified as such.

Proposed staff, including consultants and subcontractors, shall reflect diverse experience and skills. In addition to clinical training and experience, relevant areas of staff expertise include, among others, epidemiology, biostatistics, social sciences, behavioral research, meta-analysis, decision analysis, cost and cost-effectiveness analysis, economic analysis, health services research, health policy analysis, organization and financing analysis, technical or scientific writing and editing, and systematic searches of literature and other data resources.

Offerors shall describe their access to general and specialized clinical, behavioral, social sciences, economic and management expertise. AHRQ expects that over the five year life of the contract, evidence reports and technology assessments may be developed in the following broad topic areas: adult health; child and adolescent health; women's health; minority health; geriatrics; dental health; mental health and substance abuse; rehabilitation; preventive care; complementary and alternative therapies; patient safety and medical errors; and, effective management of health care systems. Cost and cost-effectiveness analyses, and analyses of organization and financing of health delivery systems, also may be required. In establishing several EPCs, AHRQ seeks to ensure that the necessary expertise to adequately address each of these topic areas will be available through one or more of the EPCs. While AHRQ reserves the right to make awards based on topic-area expertise, it is anticipated that EPCs will not necessarily specialize in specific topic areas, nor are they required necessarily to have in-depth expertise in all of these areas. However, offerors must demonstrate that they have access to a range of clinical and social sciences expertise within their sponsoring institution or affiliated organizations or through consulting or subcontracting arrangements. Offerors are encouraged to provide detailed information on their expertise and interest in any of the broad areas mentioned above.

Contractors are not required to have all types of expertise available on a full-time basis with the EPCs. To ensure adequate management of tasks required under typical task order, however, contractors should demonstrate that there will be personnel with general clinical training and experience, with basic knowledge of biostatistics and epidemiology, and with scientific writing and editing expertise, available within the EPC and who will be involved in each task order.

The offeror's proposed EPC Director shall be identified. This individual shall possess strong corporate level management experience. The EPC Director is responsible for the overall management of this task order contract, including coordination and cooperation with Federal Government staff and policy officials, direction and oversight of all studies awarded under the task order contract, and assuring quality and timeliness of work performed.

The offeror shall identify the proposed Project Managers. Project Managers are responsible for the day-to-day management of individual task orders. These individuals must be highly qualified, with significant leadership and communication skills, and demonstrated experience and competence in managing complex projects with similar or differing requirements. In most cases it is expected that Project Managers will have training and experience in critical evaluation of biomedical, social sciences, behavioral, and/or health services research (e.g., epidemiology, bio-statistics). In addition, it is highly desirable that the Project Manager have at least some general clinical training and experience.

Offerors shall provide appropriate staff for work on task orders, including personnel in the following labor classes:

Class I

Senior management personnel, holding an advanced clinical, technical or professional degree, at the M.D., Ph.D., or Masters level, with a minimum of 10 years experience in analyzing biomedical, social sciences, behavioral, medical effectiveness, epidemiological or outcomes data, or similar scientific literature, research findings and data, preferably with significant experience related to development of clinical practice guidelines, medical review criteria, quality measures or indicators, or patient safety and other performance measures; biomedical or social sciences literature reviews and syntheses; meta-analysis; cost-effectiveness analysis; and/or experience in working with professional societies and healthcare delivery systems, such as hospitals and health plans. Class I personnel shall also have corporate level management experience that reflects an ability to command organizational resources and direct staff within the broader organization.

Class II

Associate management or clinical/professional/technical personnel, holding an advanced degree, at the M.D., Ph.D., or Master level, with a minimum of 5 years experience in analyzing biomedical, social sciences, medical effectiveness, epidemiological data, or similar scientific literature, research findings and data.

Class III

Intermediate clinical/technical personnel, holding a BS or BA degree and at least 3 years experience in technical activities of which 2 years experience are directly related to analysis of biomedical, social sciences, and related scientific literature and other data. The individual is capable of carrying out independent assignments with minimum supervision or acting as leader of small projects. Class III personnel includes specialists in science writing and editing, as well as computer programming.

Class IV

Data support, literature search and retrieval, report drafting, etc. at a research assistant level.

(3) Organizational Experience

The offeror must have demonstrated experience as an organization in successfully conducting and managing large scale and complex research, evaluation, and/or development projects in the health care field. It is essential that the offeror demonstrate the capability to organize and manage resources and personnel effectively, and to successfully undertake and complete highly technical and, potentially, controversial projects within stipulated performance periods.

The offeror shall describe its relevant organizational qualifications and experience, especially those that relate to review and analysis of biomedical and social sciences literature and data, meta-analysis, decision analysis, cost or cost-effectiveness analysis, other modeling techniques, rating of scientific evidence, and development, implementation, or evaluation of clinical practice guidelines, review criteria, patient safety and other performance measures, or other tools for translating evidence-based knowledge into clinical practice or policy.

The offeror shall fully describe its processes for (1) identifying scientific questions within a given topic that are of the greatest importance with respect to clinical practice or policy; (2) identifying specific types of evidence that would be appropriate to answer important questions related to a given topic; (3) identifying, and criteria for selecting, sources of evidence (e.g., English language studies, foreign language studies, published and/or unpublished studies), including strategies for describing explicit details of literature searches and reviews; (4) evaluating individual studies for issues that may affect the validity of individual study results, including consideration of both internal and external validity; (5) synthesizing results of data from multiple individual studies; and (6) conveying or reporting results from syntheses in ways that communicate readily to audiences.

Offeror's descriptions shall delineate how these qualifications, experiences, and processes are relevant to fulfilling the requirements of this proposed contract.

L.11 Past Performance Information

Offerors shall submit the following information in an original and ten (10) copies as part of their proposal for both the offeror and proposed major subcontractors:

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

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

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

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

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

FAX: 301-443-7523

Evaluation forms must be received by **March 1, 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.12 Small Disadvantaged Business Participation Plan

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

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

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

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

L.13 BUSINESS PROPOSAL

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

A. Cost/Price Proposal

A cost proposal, in the amount of an original and ten (10) copies, shall be provided only to the extent that it shall include:

1. Certified, unloaded, labor rates for individuals expected to work on a project of this size and nature (Class Levels I through IV , see Sections B.3 and L.10).
2. Certified documentation indicating that the offeror has a cost accounting system in place which allows for the collection, tracking and reporting of all costs under a cost reimbursement-type contract.
3. Certified documentation that the offeror has a current indirect cost rate agreement in place with a federal agency or that is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement shall be provided.

B. Other Administrative Data

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

Minimum Bid Acceptance Period (April 1984)

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

- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
 - (c) The Government requires a minimum acceptance period of 120 days.
 - (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
 - (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.
- (2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.
- (3) Property:
- (a) It is HHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment must be acquired, you shall include the description, estimated cost of each item and whether you will furnish such items with your own funds.
 - (b) You shall identify Government-owned property in your possession and/or property acquired from Federal funds to which you have title, that is proposed to be used in the performance of the prospective contract.
 - (c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.
- (4) Royalties: You shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.
- (5) Commitments: You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.
- (6) Financial Capacity: You shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount

required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)

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

L.14 SELECTION OF OFFERORS

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical peer review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, etc.
- c. Past performance and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors will be evaluated by AHRQ staff. A competitive range will be determined. 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 Participation 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.

L.15 PROPOSAL INTENT

It is requested that if an offeror intends to submit a proposal to this solicitation that the attached Proposal Intent form be completed and returned to the address indicated by February 15, 2002. The submission of the intent form is not binding on an offeror to submit a proposal, nor does the failure to submit the form prohibit an offeror from submitting a proposal. The purpose is to provide us with an estimated number of proposals to assist us in our planning and logistics for proposal reviews.

SECTION M - EVALUATION FACTORS FOR AWARD

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: scientific technical merit, cost, past performance, and the Small Disadvantaged Business Participation Plan. The scientific technical merit of the proposals 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 Participation Plan. Following these evaluations a competitive range will be determined.

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

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 will be based on the technical and administrative capabilities in relation to the needs of the program, anticipated tasks, and the reasonableness of costs shown in relation to the work to be performed. The Government reserves the right to make an award to the best advantage of the Government.

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 3 (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:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. <u>Understanding of EPC Program</u>	<u>10 points</u>
A. Understanding of mission and objectives of the EPC Program.	
B. Understanding of evidence-based methods for systematic reviews and research.	
2. <u>Personnel and Management Plan</u>	<u>40 points</u>
A. Demonstrated availability of scientific staff with breadth and depth of methodological, technical, and clinical expertise required to support the work of the EPC Program as described in the RFP.	
B. Demonstrated ability to coordinate multiple simultaneous reviews of varying complexities, or simultaneous reviews and research, and availability of varied resources to ensure timely completion of projects.	
C. Demonstrated effective procedures for managing multiple tasks, including: ensuring availability of qualified personnel; plans for organizing, managing, and coordinating the respective roles and responsibilities of personnel; quality control processes; procedures to assure timely start-up and completion of work; plans for obtaining appropriate senior subcontracting and consultant personnel with experience and expertise required for individual tasks; and plans to involve, where appropriate, qualified personnel from postgraduate training programs, to acquire experience in conducting evidence-based systematic reviews and research by participation in work envisioned under this RFP.	
D. Demonstrated appropriate and efficient use of staff and other resources to accomplish required tasks.	
3. <u>Organizational Experience</u>	<u>50 points</u>
A. Extent and relevance of prior experience in conducting evidence-based systematic	

reviews, including conducting literature searches, analysis of the evidence, conducting meta-analyses, decision analyses, and cost or cost-effectiveness analyses, and writing and editing technical or scientific reports.

- B. Extent and relevance of prior experience in conducting evidence-based methods research.
- C. Quality and timeliness of previously completed evidence reports and technology assessments.
- D. Extent and relevance of prior experience in developing clinical practice guidelines, medical review criteria, performance measures, and other tools to translate evidence-based knowledge into clinical practice.
- E. Extent and relevance of prior experience in successfully completing projects of a similar nature and scale as those envisioned under this RFP, within the required time and budgetary constraints.
- F. Extent and relevance of prior experience in successfully working with clinical organizations, such as professional societies, hospitals, health plans, payors, etc., in producing products which are responsive to user needs.

4. Past Performance

10 points

TO BE RATED ONLY AFTER A DETERMINATION OF TECHNICAL ACCEPTABILITY OF THE OFFEROR'S PROPOSAL, BASED ON THE ABOVE TECHNICAL EVALUATION CRITERIA.

The offeror's past performance will be evaluated after completion of the technical evaluation. Only those offerors determined to be technically acceptable will be evaluated. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determination and as an evaluation factor against which offeror's relative ranking will be compared.

Attached to this solicitation is a questionnaire which is to be copied and provided to Federal government agencies, state and local agencies and/or commercial entities for the offeror's last three (3) contracts and/or subcontracts completed during the past three (3) years and those currently in process, or a combination thereof, for work conducted similar to this requirement. Offerors shall submit this questionnaire as part of their proposal for both themselves and proposed major subcontractors. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for key personnel.

Assessment of the offeror's past performance for AHRQ, as well as other agencies and organizations, will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. The past performance evaluation will be conducted using information gathered from questionnaires and information received from the offerors' previous and current clients. Evaluation of past performance will often be subjective based on the consideration of all relevant facts and circumstances. Information utilized will be obtained from the questionnaires received and from the

references listed in the offeror's proposal, other customers known to the Government, and others who may have useful and relevant information. Past performance will also be considered regarding subcontractors and key personnel.

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

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by the offeror's record of past performance.

NOTICE: Past Performance questionnaires are to be provided to the contracting office NO LATER than the closing date and time of this solicitation. It is the offeror's responsibility to ensure that these documents are forwarded to the contracting office.

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.

5. Small Disadvantaged Business Participation Plan 5 points

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

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

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

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

Attachment 1

List of Reference Materials

EPC Topics Funded 1997-2001, www.ahrq.gov/clinic/epc/#centers

AHRQ Criteria for Topic Nomination and Selection (*Federal Register*, Vol. 65, No. 219/Monday, November 13, 2000)

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2000_register&docid=fr13no00-112

Objectivity in Research, Code of Federal Regulations (45 CFR Part 94)

http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr94_hum1

Attachment 2

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-02-0003, entitled "Evidence-based Practice Centers." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form. **This information is to be provided to Mrs. Sharon Williams, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing.**

Please provide an honest assessment and return to AHRQ to the address shown below, no later than **March 1, 2002**. If you have any questions, please contact Mrs. Sharon Williams at (301) 594-7192.

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

FAX: (301) 443-7523

NAME OF OFFEROR: _____

ADDRESS: _____

Contractor Performance Form

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

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

CONTRACTOR'S PERFORMANCE RATING

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

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

Business Relations	Comments	0 1 2 3 4 5

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

NAME OF EVALUATOR: _____

TITLE OF EVALUATOR: _____

SIGNATURE OF EVALUATOR: _____

DATE: _____

MAILING ADDRESS: _____

PHONE #: _____

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

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

0-unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing the achievement of contract requirements, despite use of Agency's resources	Response to inquiries, technical/service/administrative issues is not effective
1-Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2-Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective
3-Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/administrative issues is usually effective
4-Excellent	There are no quality problems	There are no cost management issues	There are no delays	Response to inquiries, technical/service/administrative issues is effective

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

Attachment #3

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. Initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
--	--	---

<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier_____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s))</p>	<p>b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p>SF-LLL-A, if necessary)</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature_____ value_____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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 _____

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

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

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

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

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

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

ATTACHMENT 4

PROPOSAL INTENT RESPONSE SHEET

RFP No. AHRQ-02-0003

Please review the attached request for proposal. Furnish the information requested below and return this page by February 15, 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:

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

