OMB 0990-0115

PART I - THE SCHEDULE SECTION A - SOLICITATION FORM

Request for Proposal No. AHRQ-06-00029

Date Issued: May 15, 2006
Date Questions Due: June 22, 2006, 4PM
Date Notice of Intent Due: July 21, 2006
Date Proposals Due: August 29, 2006 12

Noon EST

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-06-00029, entitled "Primary Care –Practice Based Research Networks (PBRNs)". Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

A cost reimbursement, multiple-award, task order-type contract is contemplated for a period of three years with one two-year option.

The Government anticipates awarding 5-10 contracts from this one solicitation. AHRQ is particularly interested in receiving proposals from primary care PBRNs engaged in rapid turnaround research leading to new knowledge and information that contributes to improved primary care practice. Please see Section L.10 Technical Proposal Instructions for further information. The North American Industry Classification System (NAICS) code that best describes the requirement is 541990. The small business size standard is \$6.5 million (provided for information only, this procurement is advertised on a less than full and open competition basis). For eligibility requirements see Section C "Specific Requirements".

Offerors shall submit the following:

- A. Technical Proposal (See Section L.10) (Original, 12 copies, 1 electronic copy)
- B. Past Performance Information (See Section L.11) (Original and 3 copies)
- C. Business Proposal (See Section L.13) (Original and 3 copies, 1 electronic copy)

Your technical proposal must be concisely written and should be limited to **75 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., CV or biosketch, 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. Each electronic copy must be on an individual CD, the format compatible with Microsoft Word. See L.10 for instructions on Appendices.

As part of the business proposal, offerors shall provide an original and three (3) 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 it is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement must 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.

If you intend to submit a proposal in response to this solicitation, please inform the Contract Specialist of your intent by completing the Proposal Intent Response Form (Attachment 3 to this solicitation) and submit the form no later than the date specified. You may send it to the address below or fax it to 301-427-1740, Attention: Gayle McClelland, Contract Specialist.

Questions regarding this solicitation shall be received in this office no later than the date specified. (See Section L.7). It is preferred that all questions be submitted electronically by email to Gayle McClelland, Contract Specialist at the following email address: gayle.mccelelland@ahrq.hhs.gov. Otherwise, please address your written questions to Gayle McClelland, Contract Specialist, Agency for Healthcare Research and Quality, 540 Gaither Road, Rockville, Maryland 20850 and the envelope should be marked "Proposal Questions RFP No. AHRQ-06-00029."

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," "Contracts" and the Federal Business Opportunities web page: www.fedbizopps.gov. It is your responsibility to monitor the web sites where the RFP will be posted to learn about any amendments to the solicitation. It is anticipated the amendment with responses to questions will be posted on/about July 10, 2006.

<u>Discussions with any other individual outside the Division of Contracts Management, may result in rejection of the potential offeror's proposal.</u>

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 noon**, **EST**, on **August 29, 2006**. Your proposal must be mailed to the following address:

Agency for Healthcare Research and Quality Division of Contracts Management 540 Gaither Road, Room 4319 Rockville, Maryland 20850

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

NOTE: The U.S. Postal Service's "Express Mail" <u>does not</u> deliver to our Rockville, Maryland address. Packages delivered via this service will be held at a local post office for pick-up. The Government will not be responsible for picking up

<u>any mail at a local post office</u>. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal."

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

In accordance with Federal Acquisition Circular (FAC) 2001-16, all contractors must be registered in the central contractor registration (CCR) database in order to conduct business with the government [See Section I - FAR clause 52.204-7 Central Contractor Registration (OCT 2003), Alternate 1 (Oct 2003)] . As stated in paragraph (h) of this clause, additional information can be obtained at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

Requests for any information concerning this RFP should be referred to Gayle McClelland at : gayle.mcclelland@ahrq.hhs.gov. Please note e-mail requests should state subject as RFP AHRQ 06-00029.

Sincerely,

Gayle McClelland Contract Specialist Agency for Healthcare Research and Quality

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SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

"Primary Care-Practice Based Research Networks (PBRNs)." See Section C for a complete description.

B.2 TASK ORDERS

This is a task order requirement for "Primary Care-Practice Based Research Networks (PBRNs)". Services will be acquired on an as-needed basis through issuance of task orders. The minimum total amount to be awarded over the three year base period plus the two (2) year Option Period will be \$200,000. It is anticipated that the maximum total amount for the Base period will be \$1,500,000 and \$1,000,000 for the Option Period. Typical task orders are expected to range between \$100,000 and \$300,000.

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

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

<u>Class I</u>: Senior management personnel serving as network director and/or task order director. Normally, this class of personnel will hold an advanced degree (M.D. or PhD), have a minimum of five years experience in the type of work specified in this solicitation, and have management experience that reflects an ability to allocate organizational resources and direct staff within the broader organization.

<u>Class II</u>: Professional experts (e.g., biostatisticians, research design consultants), normally holding an advanced degree, with significant knowledge and experience in their area of expertise.

<u>Class III</u>: Technical personnel (e.g., computer programmers, data analysts), normally holding a BS or BA degree and at least three years experience in technical activities related to the work specified in the solicitation. The individual is capable of carrying out independent assignments with minimum supervision or acting as a leader of small tasks.

<u>Class IV</u>: Junior personnel (e.g., research assistants), normally holding a BS or BA degree, with three years or less experience in assisting with routine technical work, collecting data, etc.

Class V: Other technical staff, such as writers, editors.

Class VI: Secretaries, administrative assistants as needed.

Note: The following labor rate ranges are <u>NOT</u> loaded rates and include subcontractor rates. Ranges in rates may be provided. **Provide one labor rate table for each base year and one table for the option period.**

LABOR CATEGORY	HOURLY RATE RANGES
Class I	\$ - \$
Class II	\$ - \$
Class III	\$ - \$
Class IV	\$ - \$
Class V	\$ - \$
Class VI	\$ - \$

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 \$800/day; and
- (11) Information Technology hardware or software.
- b. This contract is subject to the provisions of Public Law (P.L.) 99-234 which amends the Office of Federal Procurement Policy Act to provide that contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for Federal employees. The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

SECTION C/ STATEMENT OF WORK

DESCRIPTION/SPECIFICATION/WORK STATEMENT

Background Information

The December, 1999, legislation (P.L. 106-129) reauthorizing and renaming the Agency for Healthcare Research and Quality, directed AHRQ to promote health care quality improvement by conducting and supporting research that develops and presents scientific evidence regarding all aspects of health care, with the overall purpose of enhancing "the quality, appropriateness, and effectiveness of health services and access to such services." Amended section 911 (42 U.S.C. 299b) of the legislation further directed AHRQ to employ research strategies and mechanisms that link research directly with clinical practice in geographically diverse locations throughout the country, including the use of "provider-based research networks... especially (in) primary care."

In response to these directives, since 2000 AHRQ has provided on-going support for the development of primary care practice-based research networks (PBRN). This support has included (1) the issuance of several requests for applications for network planning, infrastructure development and exploratory research projects, with over 55 networks being awarded grant funding to date: (2) the establishment of a PBRN Resource Center co-directed by Indiana University and the National Opinion Research Center, which provides consultations, technical support and other resources for PBRN efforts; and (3) a series of educational conferences for network directors, coordinators, researchers and clinicians participating in primary care PBRNs. For the purposes of these initiatives, AHRQ has defined a PBRN as a group of ambulatory practices devoted principally to the primary care of patients, affiliated with each other (and often with an academic or professional organization) in order to investigate questions related to community-based practice and to improve the quality of primary care. This definition has included a sense of ongoing commitment to network activities by PBRN participants and an organizational structure that transcends a single project. In defining primary care, AHRQ has been guided by the definition offered in 1996 by the Institute of Medicine [Primary Care: America's Health in a New Era, National Academy Press, Washington, D.C. 1996].

In 1994, 28 PBRNs could be identified in the U.S. In 2003, the PBRN Resource Center identified 111 PBRNs, with network practices located in all 50 states. These networks have now "demonstrated a capacity to use multiple methods to answer very important questions that matter to millions of people." [Green LA, Hickner J. A short history of primary care practice-based research networks: from concept to essential research laboratories. *J Am Board Fam* Pract 2006; 19:1-10] This procurement seeks to take advantage of the growing maturity of these "clinical research laboratories" in order to understand what is happening in community-based primary care practices and how those practices can be transformed. The overall objective of this procurement is to improve frontline clinical care for all Americans.

Toward that end, and in consultation with its public and private sector partners, AHRQ has identified a need for rapid turn-around work conducted by PBRNs leading to new knowledge and information that contributes to improved primary care. The need is for studies that can be conducted quickly and focus on demand-driven, practical, applied topics that are of interest to PBRN participants as well as AHRQ and its partners. The research will either address pressing questions related to the appropriate care of health conditions seen in primary care settings, or will assess a technology, product, tool or primary care delivery strategy proposed for the health care system. Specified products of the research will typically be detailed reports of findings, but could also include such items as newly developed clinical algorithms, instruction manuals,

instruments for assessing outcomes, or decision aids for patients and/or clinicians. The assumption is that the findings of research conducted in actual community-based settings will have strong external validity and, once disseminated, will be readily implementable in primary care practice settings. Beyond AHRQ's investment in this solicitation, it is anticipated that other DHHS agencies and private foundations/organizations will provide funding or co-funding for individual task orders awarded to PBRN contractors.

Objectives

The purpose of this procurement is providing for rapid turn-around research conducted by primary care PBRNs leading to new knowledge and information that contributes to improved primary care practice. The overall objective of the procurement is to improve frontline clinical care for all Americans.

Features

Task Order Contract Mechanism: All work required under this contract will be performed through the issuance of task orders. Competitive (or justified sole-source) requests for task orders (RFTOs) will be sent by email to the successful contractors throughout the fiscal year. Contractors will respond with task order proposals within four to five weeks. Generally, the proposals for each task order solicitation will be reviewed within two to three weeks by a committee of expert reviewers selected among AHRQ/co-funder staff. Contractors may be required to respond to technical and cost questions and task order awards are expected to be made within two to fourteen (14) days of receipt of responses. Each contractor will be guaranteed the award of at least one task order over the course of the contract, although the opportunity for each contractor to secure multiple task orders is anticipated. It is expected that individual task orders will be completed within a relatively short time frame, depending on the type and scope of work requested. For example, a six month turn-around time could be required for a brief survey of current clinical practices, while a longer period of time (12-18 months) may be allowed for more complex questions and study designs.

Specific Requirements

This procurement is open to any primary care PBRN that meets the qualifications specified herein, including (but not limited to) those currently or previously funded by AHRQ.

<u>Primary Care PBRN Eligibility</u>: To be eligible as a contractor, the PBRN must meet or exceed the following qualifications:

- The PBRN organizational structure includes a core of at least 30 ambulatory practices and/or 50 clinicians devoted to the primary care of patients. The majority of the practices should be located in the U.S. and the network must be headquartered in the U.S. Networks that individually are unable to meet this requirement are encouraged to form a partnership with one or more additional networks, although a single PBRN must be formally designated the prime contractor.
- The network has an accepted, written statement of its purpose and research mission, which includes an ongoing commitment to research endeavors that transcends a single study.
- A director has been identified who is responsible for most administrative, financial and planning functions.
- The director is, or will be, supported by a staff of at least one person.
- The network has immediate access to consultants with expertise in such areas as biostatistics, research methodology, and clinical quality improvement.

- The PBRN has in place multiple systems of communication with and among participating practices in the form of regularly produced newsletters, e-mail or list-servs, conference calls, and/or face-to-face meetings of various combinations of network members.
- The PBRN can document completion of at least one publishable research study that involved primary data collection within the network.

<u>Selection of Topics</u>: Each task order will focus on a practical, applied topic that is appropriate for, and of potential interest to, a PBRN. It is expected that a wide range of topics will be covered, with substantial diversity within a given topic area. Topics may include preventive care; methods of diagnosing/treating common conditions; health care for priority populations; health information technology; readiness for emerging public health problems; and the organization, coordination and delivery of primary care. The allowable budget for each task order will depend on the topic and the scope of work.

<u>Early Involvement of PBRN Members</u>: AHRQ will seek evidence in each task order proposal that both the leaders of the PBRN and the clinician members to be involved in the work have reviewed and have had the opportunity to provide feedback on the proposed task order work plan. The purpose of this review is to assure that network leaders have assessed the feasibility of conducting the proposed study in actual practice settings and have documented member commitment to investing appropriate amounts of their and/or staff time.

<u>Inclusion of Priority Populations</u>: For most task orders, AHRQ will seek to include large numbers of hard-to-reach patient populations served by the PBRN. These priority populations include the uninsured, racial/ethnic minorities, inner-city and rural residents, those covered by Medicare and Medicaid, the disabled, children, the elderly and women.

<u>Outputs/Outcomes</u>: The required output of the most basic task orders may only be a report of research findings. However, other task orders may specify the development of evidence-based tools and products, such as workbooks, procedure manuals, and training curricula. Contractors will also be encouraged to publish the results of each task order in peer-reviewed and trade journals. For task orders focused on the development or assessment of quality improvement strategies or activities, the contractor may also be asked to assess the degree to which the practices that were involved in the work have actually instituted systematic changes in the way care is delivered.

<u>Tracking of progress</u>: Each PBRN shall help AHRQ maintain a system of monitoring progress on each assigned task order and, when appropriate, tracking the outcomes and impact of its work. Through emails and periodic phone conferences, as well as required written progress reports, the PBRN will document its progress and/or report outcomes and impact at regular intervals to AHRQ, which will coordinate overall activities.

Attendance at annual PBRN conference: The Director and one staff member from each contractor must attend the National PBRN Research conference sponsored annually by AHRQ and held in the Washington, D.C. area. A workshop for PBRN staff, AHRQ task order officers, and the AHRQ contracting officer will be convened at the conference to allow the sharing of insights about substantive accomplishments in assigned task orders, strategies developed to meet contractual requirements, effective monitoring of task order progress, timely completion of milestones and submission of high quality deliverables.

Expected costs for travel/lodging of staff for the annual conference shall be negotiated and will be included in a management task order awarded to each successful offeror.

Performance Requirements Summary

Since this is a Task Order Contract, it is not possible to specify in detail what the final product(s) of each task order should be or how performance will be assessed for each Request for Task Order (RFTO). Therefore this section provides a <u>general</u> description of the types of activities that may be undertaken to accomplish the specific tasks contained in individual RFTOs.

In responding to an RFTO, offerors will be required to:

- Demonstrate an understanding of the issue addressed by the RFTO and state clear and well-reasoned goals consistent with the RFTO. The proposal should acknowledge potential problem areas and consider alternative tactics. Offerors should specify the research approach the PBRN plans to undertake and justify their selection compared with competing approaches or strategies.
- Describe the PBRN's relevant direct experience conducting related research and using the chosen research methods. Describe the qualifications of key personnel to be involved and how responsibilities will be divided and the work monitored.
- Describe the PBRN's plan for managing the work and the data to be collected, including a description of structures (information systems or databases) and processes in place for facilitating the work. Describe the approach to be used in analyzing the data or findings resulting from the study. Proposals should describe overall plans for organizing, staffing, and managing the tasks required under the task order.
- Provide evidence of the PBRN's ability to complete the task order within the
 proposed timeframe. Describe how the management and staffing plan will enable
 the PBRN to complete complex tasks within narrow time frames while assuring the
 quality of products.
- Describe the extent to which anticipated findings, products or strategies will be generalizable to primary care across the country. Discuss potential barriers to the uptake of findings or innovations by clinicians, administrators or policy makers and propose how these barriers may be overcome.
- Provide a proposed budget and a schedule of progress reports and milestones/deliverables that includes the items discussed in the description of work.
 Due dates may be expressed as calendar date or as number of days/weeks/months after the effective date of the task order.

SECTION D - PACKAGING AND MARKING

Not Applicable

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

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

Agency for Healthcare Research and Quality 540 Gaither Road Rockville, Maryland 20850

E.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clause No. Title and Date

52.246-5 Inspection of Services-Cost Reimbursement (April 1984)

SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE

F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES FAR Clause No. Title and Date

52.242-15

Stop Work Order (AUG 1989) Alternate I (APRIL 1984)

F.2 PERIOD OF PERFORMANCE

The Government anticipates the period of performance shall begin on or about October 8, 2006 and run through September 30, 2009 plus one two-year Option Period, if exercised, from October 1, 2009 through September 30, 2011

F.3 DELIVERY SCHEDULE

The items specified for delivery below are subject to the review and approval of the Government Task Order Officer before final acceptance. Items # 1 and 2 shall be provided to the Task Order Officer as electronic and hard copy. 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>	Quantity/Delivery Date
1	Administrative, progress, and financial reports	As specified in each task order
2	All other deliverables identified in each task order	As specified in each task order
3	Subcontracting Report for Individual Contracts (SF -294), if required.	April 30 (annually) October 30 (annually) (1 original and 2 copies to the Contracting Officer)
4	Summary Subcontractor Report (SF 295), if required.	October 30 (annually) (1 submission via eSRS (DHHS))
5	Small Disadvantaged Business Participation Report, if required	1 copy at contract completion (1 submission via eSRS (DHHS))

The Contracting Officer shall receive one copy of each progress report and final report/ final deliverable. In addition, one electronic and one hard copy of final reports and all other deliverables shall be submitted to the Project Officer and the Task Order Officer.

Agency for Healthcare Research and Quality ATTN: Gayle McClelland, Contract Specialist Contracts Management / OPART 540 Gaither Road Rockville, Maryland 20850

Agency for Healthcare Research and Quality ATTN: David Lanier, Project Officer CP3 540 Gaither Road Rockville, Maryland 20850

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 KEY PERSONNEL

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

NAME TITLE

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

G.2 PROJECT OFFICER & 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 (OCT 2003). Invoices/financing requests shall be submitted in an original and three copies to:

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

G.4 INFORMATION ON VOUCHERS

- (1) The Contractor IS REQUIRED 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 <u>minimum</u> information in support of costs submitted:
 - (a) <u>Direct Labor</u> include all persons, listing the person's name, title, number of hours or days worked, hourly rate (unburdened) the total cost per person and a total amount of this category;
 - (b) <u>Fringe Costs</u> 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) <u>Consultants</u> include the name, number of days or hours worked, a total amount per consultant and a total amount for this category;
 - (e) <u>Travel</u> 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) <u>Subcontractors</u> include for each subcontractor, the same data and level of detail that is being provided for the prime contractor. A total number for this category shall be provided.
- (g) <u>Data Processing</u> 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) <u>Equipment Cost</u> itemize and identify separately from material costs including reference to approval in all cases;
- (j) <u>G&A</u> show rate, base and total as well as verification/allowability of rate changes (when applicable); and
- (k) Fee show rate, base and total;
- (I) <u>Current amount billed</u> by individual cost element and total dollar amount; and
- (m) <u>Cumulative amount billed</u> by individual cost element and total dollar amount.
- (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, Allowable Cost and Payment, incorporated by reference in this contract, in Part II, Section I, the primary contact point responsible for negotiating provisional and/or final indirect cost rates is the cognizant contracting official as set forth in FAR Subpart 42.7 - Indirect Cost Rates.

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

G.6 ELECTRONIC FUNDS TRANSFER

Pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003), 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 RELEASE AND USE AND COPYRIGHT OF DATA FIRST PRODUCED FROM WORK PERFORMED UNDER THIS CONTRACT

- (a) Release and Use Data first produced in the performance of the Contract. As permitted in FAR 52.227-17, the provisions of this Section H.1 shall apply to any release or use of data first produced in the performance of the Contract and any analysis, tools, methodologies, or recorded product based on such data.
- (b) Release and Use Requirements related to confidentiality and quality. To ensure public trust in the confidentiality protections afforded participants in Agency for Healthcare Research and Quality (AHRQ)-supported research, AHRQ requires and monitors compliance by its contractors with section 934(c) of the Public Health Service Act (PHS Act) (42 U.S.C. 299c-3(c)), which states in part that

No information, if the establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under this title, may be used for any purpose other than the purpose for which it was supplied unless such establishment or person has consented...to its use for such other purpose. Such information may not be published or released in other form if the person who supplied the information or who is described in it is identifiable unless such person has consented...to its publication or release in other form.

In addition to this requirement, section 933(b)(1) of the PHS Act (42 U.S.C. 299c-2(b)(1)) requires AHRQ to assure that statistics and analyses developed with Agency support are of high quality, comprehensive, timely, and adequately analyzed. Accordingly --

(1) prior to the release or use of data based upon work performed under this Contract, the Contractor agrees to consult with the Project and Contract Officers regarding the proposed release or use. The Contractor will in good faith consider, discuss, and respond to any comments or suggested modifications that are provided by AHRQ within two months of receiving the proposed release or use.

The purpose of such consultation is to assure that:

- (A) identifiable information is being used exclusively for the purpose(s) for which it was supplied or appropriate consents have been obtained;
- (B) the confidentiality promised to individuals and establishments supplying identifiable information or described in it is not violated; and
- (C) the quality of statistical and analytical work meets the statutory standards cited above.
 - (2) The Contractor must satisfy conditions (1)(A) and (1)(B). At the conclusion of any consultation required by paragraph (b)(1) above, if AHRQ and the Contractor cannot agree that a proposed use or release satisfies condition (1)(C) above:
- (A) the research professional at the Contractor responsible for the quality of the Contract work will, in advance of any release or use of such data, certify in a letter to the Contracting Officer what differences of opinion cannot be resolved regarding the

- statutory standards referenced in condition (1)(C) and the basis for Contractor assertions that these standards have been met; and
- (B) the Contractor must print prominently on the release or other product, or on any portion that is released, or state prior to any oral presentation or release of such material, the following disclaimer:

THIS PRESENTATION/ PUBLICATION/OR OTHER PRODUCT IS DERIVED FROM WORK SUPPORTED UNDER A CONTRACT WITH THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY (AHRQ) (#). HOWEVER, THIS PRESENTATION/ PUBLICATION/OR OTHER PRODUCT HAS NOT BEEN APPROVED BY THE AGENCY.

(c) Required Statement Regarding Protected Information. On all written material or other recorded products, or preceding any presentation or other oral disclosure, release or use of material based on identifiable information obtained in the course of work performed under this contract, the Contractor shall make the following statement:

IDENTIFIABLE INFORMATION ON WHICH THIS REPORT, PRESENTATION, OR OTHER FORM OF DISCLOSURE IS BASED IS PROTECTED BY FEDERAL LAW, SECTION 934(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299c-3(c). NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUALS OR ENTITIES SUPPLYING THE INFORMATION OR DESCRIBED IN IT MAY BE KNOWINGLY USED EXCEPT IN ACCORDANCE WITH THEIR PRIOR CONSENT. ANY CONFIDENTIAL IDENTIFIABLE INFORMATION IN THIS REPORT OR PRESENTATION THAT IS KNOWINGLY DISCLOSED IS DISCLOSED SOLELY FOR THE PURPOSE FOR WHICH IT WAS PROVIDED.

- (d) Copyright Data first produced in the performance of the Contract. Subject to the terms of this Section regarding release and use of data, AHRQ, through its Contracting Officer, will grant permission under FAR 52.227-17(c)(1)(i) to the Contractor to establish claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract that are submitted for publication in academic, technical or professional journals, symposia proceedings or similar works. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. In such circumstances, the Contractor hereby agrees to grant to AHRQ, and others acting on its behalf, a paid-up. nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of AHRQ. A description of this license will be incorporated into the copyright notices required above.
- (e) Subcontracts. Whenever data, analyses, or other recorded products are to be developed by a subcontractor under this Contract, the Contractor must include the terms of H.1 in the subcontract, without substantive alteration, with a provision that the subcontractor may not further assign to another party any of its obligations to the Contractor. No clause may be included to diminish the Government's stated

requirements or rights regarding release or use of products or materials based on data derived from work performed under this contract.

H.2 LACK OF COMPLIANCE WITH REQUIREMENTS FOR RELEASE OR USE

Failure to submit materials for statutorily mandated confidentiality and statistical and analytic quality reviews as required by Section H.1 of this contract will be viewed as a material violation and breach of the terms of this contract, as the requirements of this provision are necessary for AHRQ to carry out its statutory obligations and responsibilities. Records of the Contractor's performance, including the Contractor's performance pertaining to this Contract, will be maintained in AHRQ's Contracts Management Office and will be considered as an element of past performance which is part of all subsequent competitive contract proposal reviews.

H.3 SUBCONTRACTS

Award of any subcontract is subject to the prior written approval of the Contracting Officer upon review of the supporting documentation. Failure to obtain prior written approval of the Contracting Officer may result in disallowance of use of Federal funds to cover services under the subcontract. The contractor must include in any subcontracts executed or used to provide the support specified in this contract the terms of requirements H.1 and H.2. These requirements are to be included without substantive alteration, and no clause may be included to diminish these requirements. If approved, a copy of the signed subcontract shall be provided to the Contracting Officer.

H.4 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.

The minimum total amount to be awarded over the three year base period plus the two (2) year Option Period is \$100,000. It is anticipated the \$100,000 minimum will be the equivalent of one task order. It is expected that TOs will average between \$100,000 and \$300,000 with a period of performance that is between six (6) and eighteen (18) months. There may be circumstances where the amount and duration of task orders will be less than or exceed these average amounts.

The minimum dollar amount guaranteed per Contractor is \$100,000 and the maximum allowable will be \$2,000,000 (NOT including the Option Period). Once the total dollar value of all TOs issued to a contractor equals the not to exceed (NTE) amount of \$2,000,000, 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 15% 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.
- 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 or by the due date set forth in the Request for Task Order Proposal. 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. (Attachment 7, Breakdown of Proposed Estimated Cost and Labor Hours provides the requested format for the cost proposal for task order proposals)
- 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 <u>Supplies or Services</u> 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.5 LATE PAYMENTS TO THE GOVERNMENT

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

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

H.6 PRIVACY ACT

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

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

H.7 PRO-CHILDREN ACT of 1994

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

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

H.8 SALARY CAP GUIDE NOTICE

Pursuant to P.L. 109-149, no Fiscal Year 2006 (October 1, 2005 - September 30, 2006) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is \$183,500 per year for the period of January 1, 2006 through December 31, 2006. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 109-149 states in pertinent part:

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

Contractors shall absorb that portion of an employee's salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate in excess of Executive Level I

H.9 PERSONNEL SECURITY REQUIREMENTS (Information only, not required for contractor employees not working in DHHS owned or leased space)

BACKGROUND

The Office of Assistant Secretary for Management and Budget, Department of Health and Human Services (DHHS), requires that all DHHS employees and contractor employees (including subcontractors) who will be working in a DHHS-owned or leased space and/or who will have access to DHHS equipment, and non-public privileged, proprietary, or trade secret information, undergo a background investigation.

GENERAL

Notwithstanding other submission requirements stated elsewhere in this contract, the contractor shall appoint and identify a Contractor Security Representative and submit the following information for each employee to the Contracting Officer within thirty (30) calendar days after contract award.

SF-85 Questionnaire for Non-Sensitive Positions HHS Credit Release

OF-306 Declaration for Federal Employment Current resume

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

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

PART II - CONTRACT CLAUSES

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

CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

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

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

FAR Clause No.	Title and Date
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fee (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (JUL 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 (SEP 2005)
52.204-4	Printing or Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration. (OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
52.215-14	Integrity of Unit Prices (OCT 1997) Alternate I (OCT 1997) (when contracting without full and open competition)
52.215-17	Wavier of Facilities Capital Cost of Money (OCT 1997)

52.216-18	Ordering (OCT 1995)
52.216-19	Ordering Limitations (OCT 1995)
52.216-20	Definite Quantity (OCT 1995)
52.216-21	Requirements (OCT 1995)
52.216-22	Indefinite Quantity (OCT 1995)
52.215-2	Audit and Records - Negotiation (JUN 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 (OCT 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.217-9	Option to Extend the Term of the Contract (MAR 2000)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (JULY 2005) (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 (JUL 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.

52.222-3	Convict Labor (JUNE 2003)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.223-6	Drug Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-1	Buy American Act - Supplies (JUNE 2003)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
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 (APR 2005)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
52.232-18	Availability of Funds (APR 1984)

52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
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 (AUGUST 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (MAY 2004)
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) (MAY 2004)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)

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

HHSAR Clause No.	Title and Date
352.202-1	Definitions (JAN 2001) Alternate h
352.223-70	Safety and Health (JAN 2001)
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:

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 a 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)

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 item in excess of \$1,500,000;
 - (2) Any order for a combination of items in excess of \$1,725,000; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(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 paragraphs (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 5 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)

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

- (a) This is an indefinite-quantity contract for the supplies or 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 or 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 the "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 in 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 after12 months after the contract expiration date.

(End of clause)

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (FAR 52.217-9)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

KEY PERSONNEL (APR 1984) (HHSAR 352.270-5)

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

PART III- LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

<u>Attach</u>	<u>iment</u>	Pages
1.	Past Performance Questionnaire and Contractor Performance Form	5
2.	SF LLL-A, Disclosure of Lobbying Activities	3
3.	Proposal Intent Form	1
4.	Guidelines for Developing AHRQ Tools (provided for information only, at this time)	5
5.	Guidelines for Developing Web-Based Products (provided for information only, at this time)	5
6.	Breakdown of Proposed Estimated Cost and Labor Hours	2

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

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1	HHSAR 315.204-5	Representations and Instructions
K.2.	FAR 52.204-8	Annual Representations and Certifications (JAN 2006)
K.3.	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.4.	FAR 52.230-1	Cost Accounting Standards Notices and Certification (JUNE 2000)
K.5.	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.6.	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke

K.1 REPRESENTATIONS AND INSTRUCTIONS HHSAR 315.204-5

- (a) Section K, Representations, certifications, and other statements of offerors.
- (1) This section shall begin with the following and continue with the applicable representations and certifications:

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

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

(Typed Name of Authorized Individual)

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

K.2. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006) (FAR 52.204-8)

- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - [] (i) Paragraph (b) applies
 - [] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certification in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca/bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR	Clause#	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.3. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (FAR 52.222-21)

- "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.4. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

(FAR 52.230-1) (JUNE 2000)

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

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.6. ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood

development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Organization:	
Signature	_ Title
Date	

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

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

L.2 DATA UNIVERSAL NUMBERING (DUNS) (OCT 2003) (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" or "DUNS+4" followed by the DUNS number or "DUNS+4" 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. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNSnumber—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the iInternet at http://www.dnb.com; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, sity, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.

- (vii) Number of employees at your location.
- (viii) Chief executive officer/ key manager.
- (ix) Line of business (industry)
- (X) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

L.3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001) ALTERNATE I (JAN 2004)(FAR 52.215-1)

(a) Definitions. As used in this provision –

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

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

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

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

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

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

Government's control prior to the time set for receipt of offers; or

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

- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —
 - (1) Mark the title page with the following legend:

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

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

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

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

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

- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection
- (iv) A summary of the rationale for award
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offerors as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(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 five to ten (5-10) contract awards will be made from this solicitation and that the awards are estimated to be made effective October, 2006.

L.5 SINGLE OR MULTIPLE AWARDS (OCT 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 540 Gaither Road Rockville, Maryland 20850

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

L.7 POINT OF CONTACT FOR TECHNICAL INQUIRIES

The technical contact for additional information and answering inquiries is the Contract Specialist. All questions regarding this solicitation shall be in writing and received by the Contract Specialist no later than 4pm EST **June 22, 2006**. It is preferred that all questions be e-mailed to Gayle McClelland at gayle.mcclelland@ahrq.hhs.gov. Hard copies can be sent to:

Agency for Healthcare Research and Quality OPART/Contracts Management 540 Gaither Road Rockville, MD 20850 Attention: Gayle McClelland, Contract Specialist

Fax: (301) 427-1740

L.8 REFERENCE MATERIALS

Offerors are directed to the AHRQ web page <u>www.ahrq.gov</u> to access information about AHRQ's on-going program supporting primary care PBRNs.

L.9 GENERAL INSTRUCTIONS

<u>Introduction</u>

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. Offeror Eligibility

This procurement is limited to only the Primary Care Practice Based Networks that meet the qualifications set forth below. All others are not eligible.

- The PBRN organizational structure includes a core of at least 30 ambulatory practices and/or 50 clinicians devoted to the primary care of patients. The majority of the practices should be located in the U.S. Networks that individually are unable to meet this requirement are encouraged to form a partnership with one or more additional networks, although a single PBRN must be formally designated the prime contractor.
- The network has an accepted, written statement of its purpose and research mission, which includes an ongoing commitment to research endeavors that transcends a single study.
- A director has been identified who is responsible for most administrative, financial and planning functions.
- The director is, or will be, supported by a staff of at least one person.
- The network has immediate access to consultants with expertise in such areas as biostatistics, research methodology, and clinical quality improvement.
- The PBRN has in place multiple systems of communication with and among participating practices in the form of regularly produced newsletters, e-mail or list-servs,

conference calls, and/or face-to-face meetings of various combinations of network members.

- The PBRN can document completion of at least one publishable research study that involved primary data collection within the network.
- b. <u>Contract Type and General Provisions</u>: It is contemplated that a cost-reimbursement, task order type contract will be awarded. In addition to the special provisions of this request for proposal (RFP), any resultant contract shall include the general clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.
- c. <u>Authorized Official and Submission of Proposal</u>: 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.
- d. <u>Separation of Technical, Past Performance Information, and Business Proposal</u>: The proposal shall be in 3 parts. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:
 - I. <u>TECHNICAL PROPOSAL</u>: See Technical Proposal Instructions for recommended format (L.10). Please mark as original or copy.
 - II. <u>PAST PERFORMANCE INFORMATION</u>: See Past Performance Information Instructions for format (L.11)
 - III. <u>BUSINESS PROPOSAL</u>: See Business Proposal Instructions for recommended format (L.13).

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.

- e. <u>Evaluation of Proposals</u>: The Government will evaluate technical proposals in accordance with the criteria set forth in Section M, Evaluation/Award Criteria.
- f. 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.
- g. <u>Unnecessarily Elaborate Proposals</u>: 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.

h. 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.

i. 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 twelve (12) copies. The technical proposal described below shall be limited to 75 pages not including biographic sketches, with no less than a 11 point font, with the majority of the text double-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible). Brief biographic sketches or CVs (less than ten pages in length) providing the relevant qualifications necessary for this effort are only required for key personnel. The technical proposal shall not contain reference to cost; however resources information, such as data concerning labor hours and categories, labor mix, 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 these instructions. Lengthy proposals and voluminous appendices are neither needed nor desired as they are difficult to read and evaluate and may indicate the offeror's inability to concisely state their proposal. Appendices are to be provided electronically in MS Office format, in the same quantity as the technical proposal.

a. Recommended Technical Proposal Format

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

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

(4) <u>Technical Discussion</u>: The offeror shall prepare a technical discussion which addresses evaluation criteria 1, 2, 3 below (including their subcriteria). Responses to evaluation criteria 4 is to be prepared in accordance with Sections L.11. The offeror shall further state that no deviations or exceptions to the Statement of Work (SOW) are taken. The evaluation criteria (and their respective subcriteria) are as follows:

Technical proposals submitted in response to this RFP shall address each of the items described below, and shall be organized in the same manner and within the page limitations specified.

Proposals shall be prepared in double-spaced format, with numbered pages.

1. Research and Related Experience of the PBRN

Demonstration of the extent, relevance and quality of the PBRN's research and related experience. Offerors should include in their proposals (1) a bibliography of published articles reporting on research studies conducted within the PBRN, (2) a list of all grants and contracts awarded to date to the PBRN, and (3) a description of other related but unpublished activities (e.g., quality improvement) the PBRN has completed.

2. Research Capacity of the PBRN

Proposals will be evaluated in terms of the key personnel available to the PBRN and the network's potential for conducting research.

a. Key personnel

The qualifications and experience of the (a) network director, (b) key researchers, including consultants available to the network, and (c) network coordinator(s) and research staff will be evaluated. Key personnel of subcontractors (if any) will also be assessed. Brief biographic sketches or CVs (less than ten pages in length) providing the relevant qualifications necessary for this effort are only required for key personnel. Since the availability and commitment of clinician members of the PBRN will be critical, proposals should document clinicians' willingness to participate in this effort.

b. Potential for conducting research

PBRN offerors must document in their proposals meeting, at minimum, all seven criteria listed under "Specific Requirements." As noted, these criteria can be fulfilled by a single PBRN or through PBRN collaborations. If minimally qualified, offerors will be evaluated on (a) the size and diversity (in terms of age, race/ethnicity, socio-economic status and location of residence) of the patient population being served by the PBRN; (b) diversity of practices (in terms of size and organizational structure); (c) information systems used by the network and member practices; and (d) level of support by the organization or institution sponsoring the PBRN.

3. Management Plan

In addition to providing a five page (or less) response to one of the hypothetical RFTOs, offerors should describe in detail their plan for managing the overall Task Order Contract. Offerors will be evaluated in particular for:

a. Quality of proposed response to hypothetical RFTO. Offerors will be evaluated on the ability of the PBRN to plan for the successful management and completion of a task order, as demonstrated in the proposed response to one of the hypothetical RFTOs. The appropriateness of the proposed budget to complete the hypothetical task order will also be evaluated. The Offeror must also provide a separate cost proposal and schedule of milestones for the hypothetical task order.

RFTO Example #1: Smoking accounts for one out of every five deaths in the U.S. and is the most important modifiable cause of premature death, responsible annually for an estimated 5 million years of potential life lost. The U.S. Preventive Services Task Force has strongly recommended that primary care clinicians screen all adults for tobacco use and provide tobacco cessation interventions for those patients who use tobacco products. The purpose of this task order is to determine the extent to which this recommendation is currently being followed in primary care practices. The proposed project should specifically address the following questions: What are the methods currently being used by primary care practices in the U.S. to screen for tobacco use? What percentage of identified smokers receives tobacco cessation interventions in primary care practice offices and what percentage are referred outside the office for treatment?

RFTO Example #2: Chronic infection with hepatitis B virus (HBV) is more likely to occur in persons infected as infants or young children. Before hepatitis B vaccination programs became routine in the U.S., an estimated 30-40% of chronic infections are believed to have resulted from perinatal or early childhood transmission. Chronically infected persons are at increased lifetime risk for cirrhosis and hepatocellular carcinoma and also serve as the main reservoir for continued HBV transmission. The Advisory Committee on Immunization Practices has recently offered two strategies to increase vaccine coverage among previously unvaccinated children and adolescents: (1) establishing standing orders for administration of hepatitis B vaccination, and (2) implementing vaccination record reviews for all children aged 11-12 years and children and adolescents aged <19 years who were born in countries with intermediate and high levels of HBV endemicity. [Mast EE, Margolis HS, Fiore AE, et al. A comprehensive immunization strategy to eliminate transmission of hepatitis B virus infection in the United States. MMWR 2005 Dec 23;54(RR-16):158-9] The purpose of this task order is to determine the percentage of primary care practices serving children and adolescents that have implemented these strategies. The proposed project should also seek to determine the administrative barriers faced, and the additional practice costs incurred, by practices that have attempted implementation.

b. Management structures and processes. Offerors will be evaluated on the extent to which they have demonstrated that the PBRN has in place the structures and processes necessary to manage a task order to its successful completion. Such structures and processes (including IRB approval processes) should assure productive and timely collaboration between leaders, researchers, practices and clinical staffs while maintaining the scientific integrity of the research.

(4) Past Performance (See Section L.11)

L.11 PAST PERFORMANCE INFORMATION

Offerors shall submit the following information (original and 5 copies) as part of their proposal for both the offeror and proposed major subcontractors:

- (1) A list of the last five (5) contracts and subcontracts completed (most relevant or most related) during the past three years and all contracts and subcontracts currently in process. Reference contracts and subcontracts completed during the past three years and include recently completed and ongoing work directly related to the requirements of this acquisition. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required for all key personnel. Include the following information for each contract and subcontract:
 - a: Name of contracting activity
 - b: Contract number
 - c: Contract type
 - d: Total contract value
 - e: Contract work
 - f: Contracting Officer and telephone number
 - g: Program Manager and telephone number
 - h: Administrative Contracting Officer, if different from item
 - f, and telephone number
 - i: List of major subcontracts
- (2) The offeror may provide information on problems encountered on the contracts and subcontracts identified in (1) above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- (3) The offeror may describe any quality awards or certifications that may indicate the offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the 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 offeror's relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may

be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

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

Gayle McClelland Agency for Healthcare Research and Quality Division of Contracts Management 540 Gaither Road Rockville, Maryland 20850 FAX: 301-427-1740

Evaluation forms must be received by <u>August 29, 2006</u> 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:

(Informational only. A Small Disadvantaged Business Participation Plan will be requested if a Task Order meets or exceeds the \$500,000 threshold.)

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 original and 2 copies.

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.

(End of Information provided on Small Disadvantaged Business Participation Plan)

L.13 BUSINESS PROPOSAL

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

A. <u>Cost/Price Proposal</u>

A. Cost/Price Proposal

A cost proposal, in the amount of an original and five (5) 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).
- Certified documentation indicating that the offeror has a cost accounting system in place which allows for the collection, tracking and reporting of all costs under a cost reimbursement-type contract.
- 3. Certified documentation that the offeror has a current indirect cost rate agreement in place with a federal agency or that is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement shall be provided.

B. Small Business Subcontracting Plan: (Informational only. A Small Business Subcontracting Plan will be requested if a Task Order meets or exceeds the \$500,000 threshold, of all non small business contractors. When requested during the Request for Task Order Proposal phase, or during negotiations of a task order, failure to submit a subcontracting plan will result in the offeror being considered nonresponsive and not eligible for that specific task order award.)

All offerors except small businesses are required to submit a subcontracting plan in accordance with the Small Business Subcontracting Plan, FAR 52.219-9, incorporated in this solicitation. A copy of a model subcontracting plan is available at http://www.knownet.hhs.gov/smallbus/sb-subplan-hhs.pdf. If the model plan is not used, all elements outlined must be addressed in the offeror's format. If the offeror is not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.

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

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

The offeror understands that:

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

- d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- e. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.
- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value for the base period) is 23% for Small Businesses, which shall included at least 5% (as a percentage of total planned subcontract dollars for the base period) for Small Disadvantaged Businesses, at least 5% (as a percentage of total planned subcontract dollars total planned subcontract dollars for the base period) for Women-Owned Small Businesses, and at least 2% (as a percentage of total planned subcontract dollars for the base period) for HUBZone Small Businesses and at least 3% (as a percentage of total planned subcontract dollars for the base period) for Veteran-Owned Small Businesses. These goals represent AHRQ's expectations of the minimum level for subcontracting with small business at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation.

(End of information on Small Business Subcontracting Plan requirements)

C. Other Administrative Data

(1) <u>Terms and Conditions</u>: 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) <u>Authority to Conduct Negotiations</u>: 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, <u>Contractor's Guide for Control of Government Property</u>" 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) <u>Commitments</u>: 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) <u>Performance Capability</u>: 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 a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, etc.
- c. Past performance of the technically acceptable offerors will be evaluated by AHRQ staff. A competitive range will be determined. The competitive range will consist of those offers which are highly rated, based upon the technical and past performance evaluation. The cost analysis will consist of establishing a Labor Category Hourly Rate Range for the six Labor Categories (I, II, III, IV, V and VI). Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. Final Proposal Revisions may be requested with the reservation of the right to conduct limited negotiations after submission of Final Proposal Revisions.

A cost realism analysis to determine the cost of performance of each offeror cannot be made for the base contract award. The base contract award will be awarded with no dollars, individual task orders will reflect the value of the specific work to be performed. Each task order will be negotiated on the basis of the work to be performed and the costs proposed. The proposed costs will include specific personnel and the corresponding rate within the Labor Category Hourly Rate Range. The proposed costs for a particular task order may also include specific other direct costs, as necessary for performance of the task (i.e. travel, consultants, and consumables). These will be reviewed and negotiated on an as needed basis.

d. A final best-value analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, and ability to complete the work within the Government's required schedule. The Government

- reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

L.15 PROPOSAL INTENT/ APPROVAL FOR CONTACT INFORMATION FOR BIDDERS LIST

It is requested that if an offeror intends to submit a proposal to this solicitation that the attached Proposal Intent Form (Attachment 2) be completed and returned to the address indicated by July 21, 2005. 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.

We have added a request to include your contact information to a bidders list. The bidders list will be provided to interested offerors for subcontracting opportunities, as part of an amendment to the solicitation. In order for AHRQ to include your contact information on the bidders list, you must return the Proposal Intent Form and check the box that grants permission to add your name no later than the date listed above.

SECTION M - EVALUATION FACTORS FOR AWARD

TECHNICAL EVALUATION CRITERIA

Selection of an offeror for contract award will be based on an evaluation of proposals against the evaluation criteria and award will be made to that responsible offeror whose proposal is most advantageous to the Government. Evaluation Criteria 1 through 3 will be evaluated by a peer review technical committee that will also recommend technical acceptability or unacceptability of the proposal. Offerors that submit technically acceptable proposals will then be evaluated for past performance. 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. While the scientific technical merit of the proposals will receive paramount consideration in the selection of the Contractor(s) for this acquisition, the Government may also consider other factors in source selection. Chief among these factors are:

- Inclusion within and among contractor PBRN(s) of the full spectrum of clinicians with respect to primary care discipline (e.g., pediatrics, family medicine, general internal medicine, advanced practice nurses).
- Inclusion within and among contractor PBRN(s) of a representative sample of patient populations in terms of ages, race/ethnicity, socio-economic status, and site of residence (urban, suburban, rural).
- Balance of geographical distribution across the U.S. of member practices in the contractor PBRN(s).

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

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 4 (including subcriteria). The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. The following criteria will be used to evaluate proposals and will be weighted as indicated in establishing a numerical rating for all proposals submitted. Factors facilitating the evaluation of each criterion below are referenced in the corresponding criteria found in Section L of this solicitation:

OFFERORS PLEASE NOTE: Evaluation Criteria 1 through 3, for a total of 110 points, will be evaluated by a peer review technical committee that will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting personnel will review and evaluate Criteria 4 for a total of 20 points. The total possible points for Evaluation Criteria 1 through 4 is 130 points.

Evaluation Criteria

<u>Weight</u>

1. Research and Related Experience of the PBRN

(20 points)

Demonstration of the extent, relevance and quality of the PBRN's research and related experience. Offerors should include in their proposals (1) a bibliography of published articles reporting on research studies conducted within the PBRN, (2) a list of all grants and contracts awarded to date to the PBRN, and (3) a description of other related but unpublished activities (e.g., quality improvement) the PBRN has completed.

2. Research Capacity of the PBRN

(60 points)

Proposals will be evaluated in terms of the key personnel available to the PBRN and the network's potential for conducting research.

a. Key personnel (20 points)

The qualifications and experience of the (a) network director, (b) key researchers, including consultants available to the network, and (c) network coordinator(s) and research staff will be evaluated. Key personnel of subcontractors (if any) will also be assessed. Since the availability and commitment of clinician members of the PBRN will be critical, proposals should document clinicians' willingness to participate in this effort.

b. Potential for conducting research (40 points)

PBRN offerors must document in their proposals meeting, at minimum, all seven criteria listed under "Specific Requirements." As noted, these criteria can be fulfilled by a single PBRN or through PBRN collaborations. Qualified offerors will be evaluated on (a) the size and diversity (in terms of age, race/ethnicity, socio-economic status and location of residence) of the patient population being served by the PBRN; (b) diversity of practices (in terms of size and organizational structure); (c) information systems used by the network and member practices; and (d) level of support by the organization or institution sponsoring the PBRN.

3. Management Plan

(30 points)

In addition to providing a five page (or less) response to one of the hypothetical RFTOs, offerors should describe in detail their plan for managing the overall Task Order Contract. Offerors will be evaluated in particular for:

a. Quality of proposed response to hypothetical RFTO (20 points). Offerors will be evaluated on the ability of the PBRN to plan for the successful management and completion of a task order, as demonstrated in the proposed response to the hypothetical RFTO. The appropriateness of the

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proposed budget to complete the hypothetical task order will also be evaluated.

b. Management structures and processes (10 points). Offerors will be evaluated on the extent to which they have demonstrated that the PBRN has in place the structures and processes necessary to manage a task order to its successful completion. Such structures and processes (including IRB approval processes) should assure productive and timely collaboration between leaders, researchers, practices and clinical staffs while maintaining the scientific integrity of the research.

4. Past Performance

(20 points)

Offerors will be evaluated on their past performance (since January 1, 2002). Completed questionnaires will provide a basis for determining past performance evaluation as well as information obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractors and key personnel records.

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

a. Quality

How well has the offeror conformed to the performance standard in providing the services or achieving the stated objective(s) of contracts or grants? Quality will be evaluated by the personnel provided, the level of effort agreed to in the contract statement of work or grant, quality of final products (e.g., findings, tools), implementation activities, dissemination and activities that promote turning research into action (i.e. promoting uptake of innovation).

b. Timeliness

How well has the offeror adhered to timetables and delivery schedules in providing the required services or products? Consideration is given to the offeror's efforts to recommend and/or take corrective actions to keep work on schedule.

c. Business Relations/ Customer satisfaction

The offeror will be rated on professional and cooperative behavior with the client.

d. Cost control

The offeror will be rated on the ability to set reasonable budgets within contracting or grant guidelines and adhere to them in conducting research.

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

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

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

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

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

If the offeror or the proposed employees for the offeror, do not have a past performance history relative to this acquisition, or past performance not relative to this acquisition, the offeror will not be evaluated favorably or unfavorably on this factor. A neutral rating will be determined.

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

In evaluating past performance the Government, will consider the offeror's effectiveness in quality of products or services; timeliness of performance; cost control; business practices; customer satisfaction, and key personnel past performance.

NOTICE: Past Performance questionnaires are to be provided to the Contracts Office NO LATER than the closing date and time for receipt of proposals. It is the offeror's responsibility to ensure that these documents are forwarded to the Contract Office (FAX 301-427-1740)

TOTAL AVAILABLE POINTS 130

ATTACHMENT 1

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-06-00029, entitled "Accelerating Change and Transformation in Organizations and Networks (ACTION)." 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 Gayle McClelland, 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 August 29, 2006, 12 noon EST. If you have any questions, please contact Gayle McClelland at via e-mail gayle.mcclelland@ahrq.hhs.gov.

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

FAX: (301) 427-1740

NAME OF OFFEROR:	
ADDRESS:	_

Contractor Performance Form

1.	Name of Contractor:	
2.	Address:	
3.	Contract/Grant Number:	
4.	Contract/Grant Value (Base Plus Options):	
5.	Contract/Grant Award Date:	
6.	Contract/Grant Completion Date:	
7.	Type of Contract/Grant: (Check all that apply) ()FP ()FPI ()FP-EPA () Award Fee () CPFF-Completion () CPFF-Term () CPIF () CPAF () IO/IQ () BOA () Requirements () Labor-Hour ()T&M () SBSA ()8(a) ()SBIR () Sealed Bid()Negotiated()Competitive ()Non-Competition	ve
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
Cost Control	Comments	5 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? _YesNo);
Reason:	

NAME OF EVALUATOR	R:
(Please Print)	
TITLE OF EVALUATOR	R:
SIGNATURE OF EVALU	UATOR:
DATE:	
MAILING ADDRESS: In	nclude name of organization/ federal agency
PHONE #:	
1 ΠΟΙ (Ε π•	
E-MAIL :	

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

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

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

ATTACHMENT 2

PROPOSAL INTENT RESPONSE SHEET

RFP No. AHRQ-06-00029 Primary Care Practice Based research Networks (PBRNs)

Your expression of intent is not binding but will greatly assist us in planning for the proposal evaluation. Furnish the information requested below and return this page by July 21, 2006.

[] INTEND TO SUBMIT A PROPOSAL
[] DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:
[] I GRANT PERMISSION TO THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY, CONTRACTS OFFICE TO ADD THE CONTACT INFORMATION BELOW TO A BIDDERS LIST TO PROVIDE TO OTHER INTERESTED OFFERORS FOR SUBCONTRACTING OPPORTUNITIES. (*MUST INCLUDE AUTHORIZED SIGNATURE) COMPANY/INSTITUTION NAME:
*AUTHORIZED SIGNATURE:
TYPED NAME AND TITLE:
DATE:
[] PLEASE DO NOT RELEASE THE CONTACT INFORMATION.
Please return to: Gayle McClelland Agency for Healthcare Research and Quality Contracts Management

540 Gaither Road

Rockville, Maryland 20850

Guidelines for Developing AHRQ Web-based Tools

The Guidelines for Developing AHRQ Tools is based on a conceptual methodology that describes the stages involved in an information system development project, referred to as the Software Development Life Cycle (SDLC).

Planning

Planning focuses on defining the project's objectives, scope, target audiences, deliverables, resources, and schedule. Project planning is the responsibility of the Project Manager or Principal Investigator and takes place initially and throughout the life cycle of the project.

Requirements

This phase involves establishing an understanding and agreement with AHRQ and documenting <u>what</u> the system is supposed to do and the specifications for the tool. These requirements are expected to be managed throughout the life cycle of the project.

Design

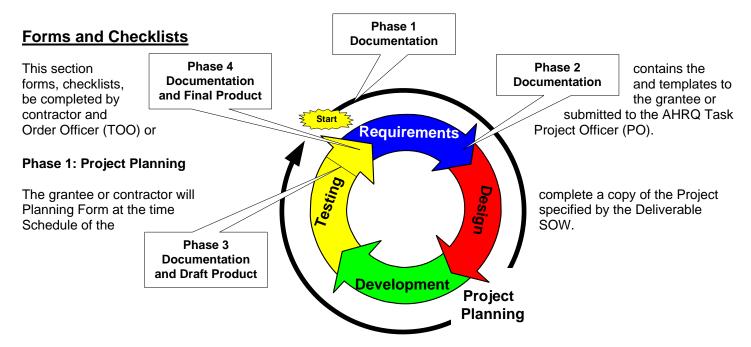
This phase describes <u>how</u> the system is supposed to work, including system architecture, development platforms, underlying databases, and user interfaces.

Development

This phase involves the actual development of the prototype, including source code, to ensure compliance with design specifications and usability.

Testing

This phase involves putting the components together and testing the product to demonstrate to AHRQ that it meets the requirements, is error free, and achieves the original objectives of the project. The general types of testing performed are integration, system, performance, and user acceptance testing. Deliverables should be certified as to the quality assurance process undertaken.



General Information			
Project Name:			
Project Manager or	Name:		
Principal Investigator:	Organization:		
	Address:		
	Phone No.:		
	Fax No.:		
	E-mail:		

Initial Technical Information				
Project End Result:	Software/Web/Multimedia Print			
(Select as many as		Hardware	☐ Activity	
apply)		Other:		
If the end result of the project is a software, Web, or multimedia product please complete the following fields in this form:				
		Туре	Development Language, Tools, or Software Name	
		Web Page/Site/Link	Language/Tools:	
		Web-based Application	Language/Tools:	
Software Type :		Client-server Application	Language/Tools:	
(Select as many as		PDA-based Application	Language/Platform:	
apply)		Word Processor/PDF	Software Name:	
		Spreadsheet	Software Name:	
		Multimedia	Platform:	
		Other:		
Development Type:		Commercial off-the-shelf	Custom built	
(Select one)		(COTS) Product		
Application		Database	☐ CD-ROM	
Components:		Reports/Query Module	□ DVD	
(Select as many as		Peripheral Hardware	☐ Video/Audio Streaming	
apply)		Other	☐ Video/Audio Tapes	

Please note that a mathematical model created in a spreadsheet is considered a software development project.

Project Planning								
Project Objectives:	[Example: The objective of this system is to distribute time-sensitive information to emergency first responders' PDAs and cell phones regarding the Strategic National Stockpile].							
Project Scope:	[Example: The scope of the project will be limited to the following:							
	 Analysis of the requirements and procedures of emergency first responders. 							
	Development and implementation of a system.							
	Maintenance and hosting of the system throughout the duration of the task order.]							
Project Assumptions and	[Example: This system will be develop	ped assuming that:						
Constraints:	 All emergency first responder phones. 	s need to have wireless PDAs or cell						
	PDAs have to run on Palm x.x and Pocket PC x.x operating system or higher.]							
Project Risks:	[Example: The risks of this project are:							
	Wireless access for PDAs may not be available in the area where the emergency occurred.							
	After the task order expires the system will not be maintained and data will become outdated.]							
Target Audience:	Clinicians	☐ Consumers						
(Select as many as	□ Nurses	☐ First Responders						
apply)	☐ Allied Health Professionals	☐ Public Health Officials						
	☐ Hospitals	☐ State and Local Officials						
*(Double click the check	Federal Officials	Schools of Public Health						
box to mark your answer)	Congress	☐ Civic/Gov't Associations						
	Health Insurers	☐ Health Administrators						
	Educators	☐ Employers						
	Librarians	Students						
	☐ Researchers ☐ Media/Press							

Phase 2: Requirements

The grantee or contractor will complete and submit a copy of the Requirements Phase Checklist and the Requirements Specifications Template or similar requirements document at the time specified by the Deliverable Schedule of the SOW.

	Requirements Phase Checklist							
#	Evaluation Criteria	Yes	No	N/A				
1.	Are requirements documented?							
2.	Are requirements clear and concise?							
3.	Are requirements testable?							
4.	Are requirements unambiguous?							
5.	Are major product functions summarized?							
6.	Is the system version clearly defined?							
	Detailed Requirements							
7.	Is the user interface clearly defined?							
8.	Are the database requirements complete?							
9.	Are Web hosting requirements identified?							
10.	Are performance requirements clearly identified?							
11.	Are design constraints clearly identified?							
12.	Are usability requirements specified?							
13.	Are security requirements specified?							
14.	Are accessibility requirements clearly identified according to Section 508 of the Americans with Disabilities Act (see Appendix B)?							
15.	Are maintainability requirements specified?							

Use the Requirements Specifications Template provided below or similar document to record requirements.

Requirements Specification Template

Req.	Requirement Description	Status	Release	Туре	Testing
ID			Version		Mechanism
1.	[Example: The system shall be Web-based]	Implemented	1.0	Interface	Logging Test Script
2.					
3.					
4.					

Phase 3: Test Phase

The grantee or contractor will complete and submit a copy of the Test Phase Checklist and Results or similar document as evidence of system testing along with a draft version of the tool or system at the time specified by the Deliverable Schedule of the SOW.

Test Phase Checklist and Results

#	# Verification							No	N/A	
"	Verification						Yes	110		
1.	Has a test environment been established?									
2.	Have test scripts been	created	d?							
3.	Has the product succes	sfully	completed system tes	ting?						
Test Scrip Num						P	ass/Fail:			
Revis Num		User	Username: Test Date:							
Estimated Execution Actual Execution Time:										
Test Objective:										
Test Setup:										
	Test Action		Expected Results		Pass / Fail	Actual Results/Comments		ents	Req. ID	
1.										
2.										
3.										

Phase 4: User Manual and Other Technical Documentation

The grantee or contractor will submit a copy of the product user's guide and any other technical assistance documentation such as source code and installation procedures along with a final version of the tool or system at the time specified by the Deliverable Schedule of the SOW.

AHRQ Web Product and Web Site Development Guidelines

The following list highlights basic issues that need to be addressed when developing Web tools or sites under contract that will be **publicly available** when launched to ensure deliverables are on target, in compliance with legal and policy requirements, and do not require expensive rework to meet Federal and Department of Health and Human Services requirements for information resources.

Section 1: Guidelines for Web-Based Products

Retrofitting Web-based products after the fact is highly undesirable because it adds time and costs to the process of making these products publicly available. All products that are developed with the intent of being posted on the AHRQ Web site should meet the following minimum requirements:

Titles of Products

Coordinate with your project officer on the titles of your products. They need to be concise and relevant to the purpose of the project, but cannot include the name of the contractor or grantee as the performing organization as part of the title. Report titles should be no more than 10-words maximum and Web-based tools should be no more than 5-words maximum (make every word count—eliminate initial articles such as "The" or "A"). Titles need to be distinct enough to differentiate among similar sounding products.

Quality Control/Editorial Review

This involves checking for spelling and grammar mistakes, formatting issues, general consistency, and style. This should be done by the AHRQ grantee or contractor prior to submission of the final product for posting on the AHRQ Web site. Federal resources follow the GPO Style Manual which is available electronically at: http://www.gpoaccess.gov/stylemanual/browse.html

Accessibility

As an agency of the Federal Government, AHRQ must ensure that anything that is posted on our Web site is in compliance with requirements for information resources under Section 508 of the Rehabilitation Act. Also, federally funded resources need to be generally available to users in multiple formats to ensure that we are not forcing a particular platform, operational system, or software package on users.

Intellectual Property Rights

Before we can post a product on the AHRQ Web site, we must have a written explanation of the following four questions:

- Who retains the copyright?
- Who has licenses for what purposes and uses?
- What are the constraints imposed?
- Who grants permission for further use or adoption?

Technical Assistance

We cannot release a tool without providing the following:

- Written instructions on the use of that tool and what to do if a user encounters problems in accessing and using it.
- A contact name, telephone number, and e-mail address for technical assistance.
- A feedback mechanism for errors, future updates, and revisions.

This information must be provided in writing along with the tool or product to be posted. Provision of technical assistance support should be included in the life-cycle costs of the product.

Source Code

AHRQ's intent is to make tools available to the public, clinicians, health planners and providers, and other Federal, State and local government agencies as appropriate for their intended purposes. Any software and products resulting from these projects should be easily transportable to other users and developers. The best way to ensure adoption and implementation for these audiences is to have a Web-based final product that is platform independent. Coordinate with AHRQ on infrastructure requirements for housing any robust back-end applications before they are developed.

Source code for any technical application must be delivered to the Agency with the product. This provides AHRQ with the knowledge of how the application was created by the original developers and enables the Agency to make corrections, updates, or conversions as necessary to keep pace with technological changes once the products are released.

Usability and Version Control

Web resources should include usability testing, evaluation, and modification as an integral and recurring part of the development effort to ensure they are effective for the electronic business processes they are designed to facilitate. A set of Research-Based Web Design and Usability Guidelines that should be consulted are available at: http://www.usability.gov/guidelines/index.html

Beta testing prior to release is desirable, evaluating the product against usability heuristics. As feedback is received and products are updated, the revisions will need to be designated by version number and date of release.

Privacy Act Protections

Web resources are subject to the Privacy Act and this can impact both the development of Web-based tools and the users of those tools. Persistent cookies should not be programmed into the functionality of a Web-based tool, although session cookies are allowed. Registration for use cannot be requested if this would involve collection of individual identifiers from the users. Although exemptions to both rules can be sought, this involves a strong justification and several levels of review for approval through the U.S. Department of Health and Human Services (HHS).

Section 2: Guidelines for Web Sites

Web sites being supported through contracts are considered Federal information resources and as such are required to be in compliance with laws, policies, and directives that affect such resources. This includes content requirements under the E-Gov Act. For recommendations and guidance on how to implement Office of Management and Budget policies, go to: http://www.firstgov.gov/webcontent/shouldmenu.shtml Clearance

Web resources require clearance by HHS--including justification against a set of criteria. Publications cleared for printing are cleared for Web uploading at the same time. Web resources must comply with the numerous laws and directives that affect federally funded electronic information resources. Web content loaded on a site by contractors must be appropriate and follow all laws and directives. AHRQ Offices and Centers must coordinate initial review through AHRQ's Office of Communications and Knowledge Transfer (OCKT) before launch, and OCKT will coordinate departmental clearance. *OCKT responsibility: To initiate clearance for Web site content and Web-based resources through HHS. Initiating Office or Center responsibility: To ensure that subsequent Web site postings for which they have let contracts are constantly reviewed for appropriateness. If there are any questions about whether such material is appropriate, contact the OCKT Division of Public Affairs for approval.*

Domain Names

All domain names for any Web resource funded in whole or in part by Federal funds must be registered as .gov through HHS with the General Services Administration (GSA). Although other domains, such as .org, .net, .edu,

.com may also be reserved by the Agency, the .gov domain must be registered and that domain name will need to be indexed by FirstGov, the GSA portal to government-funded resources. The FirstGov link is then required on the home page of the site. Coordinate with OCKT on domain name requests. AHRQ Webmaster (OCKT) and Division of Public Affairs responsibility: To obtain approval for domain names.

Editorial Review

All content for upload needs to be reviewed to ensure consistency and compliance with best practices and established style and conventions. As a minimum, the copy needs to be production edited to ensure there are no typos and the GPO Style Manual is followed for punctuation, spelling, use of numerals, abbreviations, etc. Do not use unexplained acronyms; they need to be spelled out on first reference in any document or file. There should not be anything marked DRAFT on a public site. Once the materials are uploaded, they are published and considered in the "public domain." Do not use placeholders for content that does not exist. Government funded sites should not have anything designated "under construction." A process needs to be established for regular review of content and updating. Additional materials need to undergo editorial review and be approved before uploading. The GPO Style Guide is available electronically as a reference at: http://www.gpoaccess.gov/stylemanual/browse.html

Contractor responsibility: To comply with GPO Style Manual and AHRQ Web site conventions.

Accessibility

Under the Rehabilitation Act, Federal agencies have an obligation to provide equal access for the disabled to their information and services. Requirements are specified in section 504 for individual accommodation and more recently in section 508 for electronic and information technology, which includes Web sites and multimedia products. Equivalent alternatives are required for auditory and visual information, such as providing alternative descriptive text for images for the blind and providing captions for audio-video files for the deaf. Written transcripts are required for all streaming audio. PDF files can be offered in conjunction with accessible files, such at HTML versions, but avoid uploading PDF-only versions of documents. OCKT has software used to evaluate Web sites and can provide a report on any accessibility violations that would need to be addressed before launch. Specific requirements are available at: http://www.section508.gov

Contractor responsibility: To develop Web resources that conform to Section 508 requirements and respond to any violations determined during AHRQ assessment of the site. AHRQ project officer responsibility: To ensure compliance with Section 508 and the HHS Policy on Section 508 Implementation.

Privacy

A privacy policy notice must be prominently displayed, and the Web site host has to follow it. Sites are periodically audited to ensure that they observe their stated privacy policy. A Privacy Act System notice may need to be prepared and published for users to register on a site if the registrations represent a group of records, under the control of the Agency (or a contractor), that can be retrieved by personal identifier. This notice must go through several levels of review--including the Office of General Counsel--and be published in the *Federal Register*. Persistent cookies cannot be used on Federal sites unless the Secretary of HHS grants an exemption, and this involves a strong justification and review process. *Contractor responsibility: To work in coordination with AHRQ staff for submission of the Privacy Act System notice and to adopt or modify the general privacy policy of the AHRQ main Web site.*Web Site Mailbox

Every Web site must provide full contact information for the sponsor and have a Contact Us link for submission of comments or questions as a customer feedback mechanism. Web site e-mail is subject to the same privacy and records management issues that affect the overall Web site as well as departmental standards for handling inquiries and customer feedback. Contractor responsibility: To maintain the Web site mailbox according to HHS requirements for response times and confidentiality, to maintain an electronic archives of responses on an annual basis of retention and destruction, and to submit the number of inquiries handled on an annual fiscal year basis to the AHRQ Webmaster to include as Web metrics for Agency reporting under the Government Performance Reporting Act.

Records Management

All content on the site and e-mail generated by the site must be archived electronically and handled according to records retention schedules and disposition authorities as established with the National Archives and Record Administration. This requirement also affects Web site log files and statistical reporting on Web site usage.

Contractor responsibility: To comply with the records management requirements of the AHRQ main Web site and to submit Web site usage statistics on an annual fiscal year basis to the AHRQ Webmaster to include as Web metrics for Agency reporting under the Government Performance Reporting Act.

Information Collection Budget

If a Web site is used to collect information from users, such as for surveys or evaluations, then the Office of Management and Budget must first approve the burden hours for such an effort for this collection. A notice must be posted on the Web site at the point of collection with the OMB approval number and a statement on the process of collection. AHRQ project officer responsibility: To submit requests for OMB approval.

Intellectual Property

Copyright and trademark protections need to be observed on Web sites. Permissions for use must be granted for any copyrighted information included and registered trademarks need to be reflected in copy. Any copyright or trademark constraints related to materials uploaded to a site must be specified for users. Public domain does not extend outside the borders of the United States. Therefore, foreign countries must request specific permission for use. Given the global nature of the Internet, citation as to source is a critical issue. *Contractor responsibility: To coordinate with AHRQ on permission requests and follow trademark guidelines provided.*

Linking

External links constitute an implied endorsement and create a business advantage for the linked sites. OMB requires Agencies to do a risk assessment of external links, and potential links need to be assessed against the HHS and AHRQ linking policies and criteria. If a site deviates from these policies, then the specific review and selection criteria must be justified and posted on the Web site for full disclosure. Outside Web resources may link to Agency resources providing the link is not displayed in any way that would imply an endorsement by the Agency of a specific commercial product or service. *Contractor responsibility: To assess links according to AHRQ linking policy requirements and evaluation checklist provided.*

Electronic FOIA

The Agency is required by law to have an electronic FOIA reading room and to provide materials that can be requested under the Freedom of Information Act in electronic form, if so requested. HHS will normally require that any Web resource funded by the Agency provide a link to the AHRQ electronic reading room, which is housed on the main AHRQ Web site. *Contractor responsibility: To include link to AHRQ electronic reading room.*

Security

Web sites need to be monitored and protected against intrusion and corruption or compromise of content. This is especially critical if there are any business processes involved or financial transactions conducted on the Web site with users. Web resources are periodically audited and evaluated for security by the GSA. Security measures must be specifically delineated for any federally funded Web resources in existence or in development. Any attacks on Web resources must be documented and reported to the HHS Inspector General. **Contractor responsibility: To establish and maintain security according to AHRQ and HHS policies and procedures.**

Usability

Web resources should include usability testing, evaluation, and modification as an integral and recurring part of the development effort to ensure they are effective for the electronic business processes they are supposed to facilitate. Go to http://www.usability.gov as a reference for best practices in initial development or redesign of Web

resources. Contractor responsibility: To address usability issues and to work in coordination with AHRQ staff on usability testing.

Web Sponsor Identity

AHRQ has uniform principles to identify AHRQ as the primary sponsor of AHRQ-related Web sites. These principles reflect HHS best practices for a consistent look and feel of Web resources, reinforce credibility, and support HHS and Agency branding efforts. The four specific principles that should be consistent across all AHRQ-funded Web sites are:

- **Web site URL name**: The name of a Web site should always contain AHRQ in the URL. A Web resource should either be a folder on the main AHRQ Web site (www.ahrq.gov/chiri) or a third-level domain of the Web site (www.webmm.ahrq.gov).
- *Title of Web site project:* AHRQ's name should be part of the formal title and appear at the beginning of the Web site's project name. For example: AHRQ's Web Morbidity and Mortality online journal.
- **HHS and AHRQ logos**: The HHS and AHRQ logos should be featured prominently on the Web site and in materials that are used to market that Web site.
- Web site home page format: The Web site home page should have common design and navigation
 elements with the HHS Portal and the AHRQ Web site so that all Web sites look as though they belong to the
 Department and AHRQ Web family. All AHRQ domain sites must include a standard banner and footer that
 are branded for Web resources. Technical specifications and templates for developers to consult when
 designing Web resources are provided by the AHRQ Web Manager.

Contractor responsibility: To develop Web resources which are consistent with identity principles and design specifications in coordination with AHRQ staff.

Additional Information

To discuss specific issues or to get additional guidance on Web requirements, contact:

Gerri Michael Dyer Electronic Dissemination Advisor

E-mail: gdyer@ahrq.gov Phone: 301-427-1898

Biff LeVee

AHRQ Web Site Manager E-mail: <u>blevee@ahrq.gov</u> Phone: 301-427-1897

Randie Siegel

Director of Print and Electronic Publishing

E-mail: rsiegel@ahrq.gov Phone: 301-427-1852

Last Update: December 2005

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

INSTRUCTIONS FOR USE OF THE FORMAT

- 1. Refer to Business Proposal Instructions, Section L of this solicitation. The Instructions contain the requirements for proper submission of cost/price data which must be adhered to.
- 2. This sample format has been prepared as a universal guideline for all solicitations. It may require amending to meet the specific requirements of this solicitation. For example, this solicitation may require the submission of cost/price data for three years listed on this form. (See Section L, Instructions, Conditions and Notices to Offerors, for the estimated duration of this project.) If this solicitation is phased, identify each phase in addition to each year. Total each year, phase, and sub-element.
- 3. This format must be used to submit the breakdown of all proposed estimated cost elements. List each cost element and sub-element for direct costs, indirect costs and fee, if applicable. In addition, provide detailed calculations for all items. For example:
 - a. For all personnel, list the name, title, rate per hour and number of hours proposed. If a pool of personnel is proposed, list the composition of the pool and how the cost proposed was calculated. List the factor used for prorating Year One and the escalation rate applied between years.

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

- b. For all materials, supplies, and other direct costs, list all unit prices, etc., to detail how the calculations were made.
- c. For all indirect costs, list the rates applied and the base the rate is applied to.
- d. For all travel, list the specifics for each trip.
- e. For any subcontract proposed, submit a separate breakdown format.
- f. Justification for the need of some cost elements may be listed as an attachment, i.e., special equipment, above average consultant fees, etc.
- 4. If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.

RFP Number: Organization: Date:									
BREAKDOWN O	F PROPOSED	ESTIM	ATED (COST (PLUS F	EE) AN	ID LAB	OR H	<u>OURS</u>
COST ELEMENT			Year 1	Year 2	Year 3		nOptior Year 2		<u>Γotal</u>
DIRECT LABOR: Labor Category (Title and Name use additional pages as necessary)	<u>Rate</u>		Hours Amt	Hours Amt		Hours Amt	Hours Amt	Hour Amt	<u>s</u>
DIRECT LABOR COST:		\$. \$	\$	\$	\$	\$		
MATERIAL COST:		\$	\$	\$	\$	\$	\$		
TRAVEL COST:		\$	\$	\$	\$	\$	\$		
OTHER (Specify)		\$	\$	\$	\$	\$	\$		
OTHER (Specify)		\$	\$	\$	\$	\$	\$		
TOTAL <u>DIRECT</u> COST:		\$. \$	\$	\$	\$	\$		
FRINGE BENEFIT COST: (if applicable)									
% of Direct Labor Cost		\$	\$	\$	\$	\$	\$		
INDIRECT COST:									
% of Total Direct Cost		\$	\$	\$	\$	\$	\$		
TOTAL COST:		\$. \$	\$	\$	\$	\$		
<u>FEE</u> : (if applicable)									

__% of Total Est. Cost

GRAND TOTAL EST COST

\$____\$ \$____\$ ____\$____\$

\$____\$___\$___\$___\$___\$