

OMB 0990-0115

Request for Proposal Number AHRQ-2009-10021

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

Date Issued:	May 1, 2009
Date Questions Due:	May 18, 2009
Date Notice of Intent Due:	May 22, 2009
Date Proposals Due:	June 15, 2009

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-2009-10021, entitled "Knowledge Transfer (KT)/Implementation". Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

It is anticipated that multiple contracts will be awarded from this solicitation with a single contract estimated to have a maximum budget of \$500,000. A Cost Plus Fixed Fee (CPFF), Performance-Based Service Contract (PBSC) is contemplated for a 15-month base period and four (4) one (1) year options.

At least one award will be set aside for small businesses, contingent upon submission of an acceptable technical and cost proposal AND the Government determines it to be in their best interests to make such an award.

The North American Industry Classification System (NAICS) code that best describes the requirement is 541611. The small business size standard is \$7 million.

Offerors shall submit the following:

- A. Technical Proposal (See Section L.10) (Original, 11 copies, 1 electronic copy/CD)
- B. Past Performance Information (See Section L.11) (Original and 3 copies)
- C. Business Proposal (See Section L.12) (Original and 3 copies, 1 electronic copy)
- D. Small Disadvantaged Business Participation Plan (See Section L.13) Original Only

Your **technical proposal** must be concisely written and should be **limited to 75 typewritten pages** (singled-spaced, single sided), exclusive of cover page, table of contents, bibliography, personnel qualifications (i.e., resume, etc., see Section L.10 for additional details). Your **appendices are limited to 75 pages** (single sided) including all resumes, bibliographies, exhibits and attachments. This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis for rejection of your proposal.

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 listed as an attachment to this solicitation and is available at <http://www.knownet.hhs.gov/smallbus/sb-subplan-hhs.pdf>.

Your proposal must provide the full name of your organization, 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 (attached) and submit the form no later than **May 22, 2009**. You may send it to the address below or fax it to telephone number 301-427-1740.

Questions regarding this solicitation shall be received in this office **no later than May 18, 2009** (See Section L.7). All questions shall be submitted electronically by e-mail to the Contract Specialist, at the following email address: Linda.Simpson@ahrq.hhs.gov. The subject line should be marked **“Proposal Questions RFP Number AHRQ-2009-10021”**

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/Solicitations” 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.

Discussions with any other individual outside the Division of Contracts Management, may result in rejection of the potential offeror’s proposal.

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **12 noon, EST, June 15, 2009**. Your proposal must be mailed to the following address:

Agency for Healthcare Research and Quality
Division of Contracts Management
RFP No. AHRQ-2009-10021
540 Gaither Road, Room 4315
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” does not 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 any mail at a local post office. 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 the Contract Specialist at Linda.Simpson@ahrq.hhs.gov. Please note e-mail requests should state subject as **RFP Number AHRQ-2009-10021**.

TABLE OF CONTENTS

<u>PART I</u>		<u>Pages</u>
Section A	Solicitation	1-3
	<u>Table of Contents</u>	
Section B	Supplies or Services & Prices/Costs	5-8
Section C	Description/Specification/Work Statement	9-23
Section D	Packaging and Marking	24
Section E	Inspection and Acceptance	24
Section F	Period of Performance/Delivery Schedule	25-26
Section G	Contract Administration Data	27-30
Section H	Special Contract Requirements	31-39
<u>PART II</u>		
Section I	Contract Clauses	40-46
<u>PART III</u>		
Section J	List of Attachments (All Attachments Located at End of this RFP)	47
<u>PART IV</u>		
Section K	Representations and Instructions	48-57
Section L	Instructions, Conditions & Notices to Offerors	58-83
Section M	Evaluation Factors for Award	84-87
ATTACHMENTS		88-118

SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The Agency for Healthcare Research and Quality (AHRQ) of the U.S. Department of Health and Human Services (DHHS), Division of Contracts Management (DCM) is soliciting proposals for Knowledge Transfer (KT) and Implementation.

See Section C for a complete description

B.2 ESTIMATED COST

- a. The estimated cost (exclusive of fees) for performance of the work under this contract, including direct and indirect costs is \$ (TO BE NEGOTIATED)
- b. The fixed fee for this contract is \$ (TO BE NEGOTIATED). The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. Payment shall be subject to the withholding provisions of the Clause ALLOWABLE COST AND PAYMENT and FIXED FEE incorporated herein.
- c. The maximum amount of award fee that may be earned for this contract is \$ (TO BE NEGOTIATED). Award fee earned shall be based upon an evaluation and determination by the Government as to the Contractor's level of performance in accordance with the following procedures:
 - (1) The Contractor's performance shall be evaluated on an annual basis, during the period of the contract. The award periods and maximum amounts for each are listed in Section H, Special Contract Requirements, H-1, Performance Evaluation and Award Fee.
 - (2) The criteria set forth in the Performance Requirements Summary, (Attachment 5), shall be used to evaluate the Contractor's performance.
 - (3) The Contractor further agrees that the final determination as to the amount of Award Fee earned will be made by the Contracting Officer, taking into consideration an analysis and evaluation of the Contractor's performance made by the Evaluation Group described in Section H.1., and shall not be subject to the terms of the "Disputes" clause of this contract. The Contractor shall be advised in writing of the decision setting forth reasons why the Award Fee was earned or why it was not earned, in order that the Contractor may improve its performance during the next six (6) month period, if the latter is applicable.
 - (4) Notwithstanding any other provisions of this contract, the fee for performing this contract shall not exceed the statutory limitations prescribed in the first sentence of Section 304(b) of the Federal

Property and Administrative Services Act (41 USC 254(b)) for services other than research, development or experimental work.

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

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

(TO BE NEGOTIATED)

Base

Period of Performance	Estimated Cost	Fixed Fee	Maximum Award Fee	Total Estimated Cost Plus Fixed Fee
TO BE DETERMINED	\$	\$	\$	\$
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____

- e. Total funds currently available for payment and allotted to this contract are \$(TO BE NEGOTIATED) of which \$ (TO BE NEGOTIATED) represents the estimated cost, and of which \$(TO BE NEGOTIATED) represents the fixed fee.
- f. It is estimated that the amount currently allotted will cover performance of the contract through (TO BE NEGOTIATED).
- g. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor. For further provisions on funding, see the LIMITATION OF COST/LIMITATION OF FUNDS and the ALLOWABLE COST AND PAYMENT (AND FIXED FEE) clauses incorporated herein.
- h. COST AND PAYMENT (AND FIXED FEE) clauses incorporated into this contract.

B.3 OPTION PERIODS

In the event that the option period is exercised (dates to be determined), the total estimated cost, fixed fee and award fee will be increased by the following amounts:

Period of Performance	Estimated Cost	Fixed Fee	Maximum Award Fee	Total Estimated Cost Plus All Fees
Option Yr. 1				
Option Yr. 2				
Option Yr. 3				
Option Yr. 4				
TOTAL	\$	\$	\$	\$

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 \$1,000/day; and
- (11) Information Technology hardware or software.
- (12) Food and/or beverages

- 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

I. BACKGROUND

A. Agency for Healthcare Research and Quality and the Office of Communications and Knowledge Transfer Mission

The Agency for Healthcare Research and Quality (AHRQ) is the lead Federal agency charged with improving the quality, safety, effectiveness, and efficiency of health care. AHRQ sponsors and conducts research that provides evidence-based information about health care outcomes, quality, cost, use, and access. In addition, AHRQ is committed to writing, editing, and designing publications and other materials that help our key target audiences understand how to put products, tools, and research findings into practice. Equally important, AHRQ supports initiatives that disseminate and help move research into practice. As a result, health care decisionmakers (including consumers) are able to make informed decisions that improve the quality of health care services.

The Office of Communications and Knowledge Transfer (OCKT) manages and coordinates the Agency's knowledge transfer (KT)/implementation, publishing, public affairs, and dissemination projects. OCKT is the organizational unit of AHRQ that is responsible for ensuring information about Agency products and sponsored research is available to a wide array of target audiences and actually implemented in the health care system.

B. AHRQ TARGET AUDIENCES

AHRQ's target audiences may include consumers/patients and any organization, public or private, that develops health care policies, administers health services, or pays for health care:

1. Clinical decisionmakers: The evidence developed through AHRQ-sponsored research and analysis helps clinicians and other health care professionals make informed choices about what treatments work, for whom, when, and at what cost. Clinical decisionmakers include doctors, nurses, pharmacists, and other allied health professional organizations.
2. Health care system decisionmakers: Health plan and delivery system administrators use the findings and tools developed through AHRQ-sponsored research to make choices on how to improve the health care system's ability to provide access and deliver high-quality, high-value care. These decisionmakers include health plans, integrated health systems, insurance companies, hospitals, group practices, and long-term care institutions. Other decisionmakers are pharmaceutical and other health product firms.

3. Purchasers/business decisionmakers: Purchasers use the tools and products of AHRQ-sponsored research to improve the quality of their health care services. These decisionmakers include employers, corporations, business coalitions, and unions.
4. Public policy decisionmakers: Public policymakers use the information produced by AHRQ to expand their capability to monitor and evaluate changes in the health care system and to devise policies designed to improve its performance. These decisionmakers include Federal and State policymakers such as Medicare and Medicaid, as well as policy advisory groups such as the Institute of Medicine, professional societies, health care associations, and Quality Improvement Organizations (QIOs).
5. Consumers/patients: Tools and products developed through AHRQ-sponsored research can help consumers/patients make informed choices about what treatments are best for them and when. This research also helps consumers/patients understand how the health care system works so that they are able to obtain the best quality of care. Patient advocacy groups also are included in this group of decisionmakers.

C. AHRQ PORTFOLIOS

AHRQ portfolios of work are used to organize and prioritize the research products and tools supported by the Agency. These six portfolios—patient safety, health information technology, comparative effectiveness, prevention/care management, value, and innovations and emerging issues—have become the organizing framework for how Agency research is funded and disseminated. Each portfolio has a specific person tasked with leading the work, and OCKT has organized its communication and dissemination activities accordingly by assigning strategic planners to work with each portfolio lead. The Contractor(s) should become very familiar with these portfolios, and much of the work under this contract will be accomplished in coordination with the AHRQ portfolio leads and OCKT's strategic planners. **(See Attachment 1 for a list and description of each portfolio.)**

D. OVERVIEW OF AHRQ'S KT/IMPLEMENTATION PROGRAM

AHRQ's KT/implementation program is intended to accelerate the dissemination and implementation of AHRQ's evidence-based products, tools, and research findings into the health care system. As mentioned above, AHRQ has identified the key target audiences. These groups shall be targeted as candidates for actual implementation of AHRQ products, tools, and research findings.

Recognizing these needs, AHRQ, through its KT/implementation program, has been developing strategies that assist key target audiences to implement research findings that hold the most promise to their specific organizations.

AHRQ's KT/implementation projects, after Agency approval of the project, typically run 6 months to 3 years. Projects will reflect the mission and policy emphases of AHRQ. The nature of the products used and the complexity of the health issues to be addressed will directly impact project strategy, tactics, and timelines. Tactics (activities) used in current projects include, but are not limited to, personal contact with a specific target audience by phone or e-mail; ongoing follow-up; cold calls as necessary; Web conferences or teleconferences with AHRQ staff, grantees, or contractors serving as knowledge experts to explain a specific piece of AHRQ research; one-on-one technical assistance; group technical assistance; ongoing contacts with target audiences to facilitate actual use of AHRQ research; speaking engagements by AHRQ and contractor staff at meetings of key organizations; learning networks composed of different organizations to contribute to the actual use of AHRQ research; and partnerships with key organizations to disseminate and help implement AHRQ research with an organization's membership.

For a list and description of current AHRQ KT/implementation projects, please go to the AHRQ Web site at <http://www.ahrq.gov/news/ktint.htm>.

E. GOALS AND FOCUS OF AHRQ'S KT/IMPLEMENTATION PROGRAM

Over the past several years, AHRQ has focused more on producing impact from its evidence-based research findings—encouraging target audiences to put research findings into practice rather than simply disseminating or transferring information. We are seeking **actual use** of AHRQ's materials by those who actually deliver care or by those who make policy determinations.

The specific goals of the Program are to:

- Enhance awareness among key target audiences about AHRQ's evidence-based products, tools, and research findings.
- Increase knowledge among these audiences about the suite of AHRQ tools available for their use.
- Assist these target audiences in the actual implementation of AHRQ tools, research, and products.
- Provide feedback to AHRQ regarding the successes and barriers that these target audiences are experiencing in implementing AHRQ materials.
- Give feedback to AHRQ about the kinds of research the target audience needs to provide high quality care.
- Develop impact case studies showing how target audiences have actually disseminated and implemented specific products.

F. LITERATURE IN THE FIELD OF KT/IMPLEMENTATION

Over the past 15 years, substantial literature has developed on the subject of knowledge transfer and implementation, and a number of organizations are now demonstrating how to effectively disseminate and encourage implementation of new research findings. This literature stresses that simply presenting information in any format is insufficient to generate substantial rates of actual use of the information by specific target audiences. The literature also indicates that a key to successful implementation is to more closely link researchers, clinical, and policy decisionmakers to ensure both the usefulness of information generated and the actual use of that information in practice.

The literature also suggests that actual use of research increases when:

- The dissemination of the research findings meets the expressed needs of the target audience.
- Short-term and long-term information-sharing relationships and networks are created between researchers and target audiences.
- An integrated set of strategies and tactics, specifically designed to support practical use of research, is employed over a substantial period of time.

There are many articles written about the state of the art of knowledge transfer/implementation. **Among these are three informative articles listed in Attachment 2.**

II. STATEMENT OF WORK

A. GOAL AND PERFORMANCE PERIOD OF CONTRACT

The overall goal of this contract is to conduct KT/implementation activities so that selected target audiences put AHRQ's products, tools, and research into practice.

The Contractor shall fully perform all of the tasks specified in this Statement of Work (SOW), beginning in the first full performance period. Full performance of support services shall be provided for a 15-month base period and four (4) one (1) year options. **It should be noted that the Government is not obligated to exercise any options.**

The first full performance period will start on (TO BE DETERMINED), and conclude (TO BE DETERMINED) with options to further extend the contract through (TO BE DETERMINED).

Within the first full performance period, the first period of Contractor responsibility will constitute the Phase-in Period. The Phase-in Period will start (TO BE DETERMINED), and conclude (TO BE DETERMINED). The Phase-in Period will be for thirty (30) days.

B. PROJECT TASKS

The Contractor shall perform the following SOW tasks:

- Task 1- Perform Project Phase-In.
- Task 2- Perform Project Management.
- Task 3- Develop Work Plans and Budgets for Project Task Assignments.
- Task 4- Perform a Range of Research and Coordination Steps in Planning and Developing KT/Implementation Strategies and Tactics.
- Task 5- Implement a Variety of KT/Implementation Strategies and Tactics (e.g., Teleconferences, Workshops, Technical Assistance, and Electronic Networking, as well as New Cutting Edge Technologies).
- Task 6- Develop Impact Case Studies. **(See Attachment 3, Sample Impact Case Studies)**

A description of each task follows.

TASK 1- PERFORM PROJECT PHASE-IN

Overview of Phase-In Task

The Contractor shall focus on developing a program infrastructure, recruiting qualified staff, and preparing to transition from the current KT/implementation contracts. The period shall begin (TI BE DETERMINED), and conclude (TO BE DETERMINED). The Contractor shall take all necessary internal steps to ensure that it is prepared to fully perform all elements in the SOW.

The purposes of the Phase-in Period are to:

- Begin the recruitment and hiring of qualified staff to ultimately perform a broad range of knowledge transfer and implementation support services.
- Construct, arrange, and staff an administrative infrastructure in preparation of actively managing a staff.
- Hire and have on-board senior staff to orient new professional staff on their current and future roles.
- Develop a phase-in plan and perform other subtasks as described below.

Phase-In Contractor Requirements

Subtask 1.1- Develop Phase-In Plan

The Contractor shall develop a comprehensive plan and a set of procedures for phasing in to the level of performance needed and within the time allowed under the terms of this contract.

The Contractor shall submit a Phase-In Plan for review and approval by the Government as part of the proposal. Changes to the Phase-In Plan after award shall be submitted for review by the Contracting Officer's Technical Representative (COTR) and approval by the Contracting Officer within the first two weeks of the start of the contract (*Deliverable #1*).

Subtask 1.2- Participate in Project Orientation

Within one week from contract award, at the direction of the COTR, the Contractor shall meet at AHRQ headquarters with the COTR and other AHRQ staff to refine the understanding of the purpose and scope of the contract; major deliverables; and current AHRQ research priorities, policy issues, and knowledge transfer/implementation goals. Key Government and Contractor staff will be introduced, and communication channels will be discussed. The Contractor shall hold follow-up discussions by phone or e-mail, as necessary, to clarify key points.

The Contractor shall obtain from the COTR background materials. These may include information on current AHRQ research programs, priorities, and background on recent or current KT/implementation projects. The Contractor shall review these materials in preparation for the development of the detailed knowledge transfer and implementation strategy and other task assignments issued by the COTR.

Subtask 1.3- Perform Other Phase-In Activities

During the phase-in period, the Contractor shall prepare itself to assume full responsibility by the end of the 4-week phase-in period for all areas of operation in accordance with the terms and conditions of this contract. The Contractor shall take all actions necessary for a smooth transition from the current contractors. During the phase-in period, the Contractor shall, at a minimum:

- Actively and successfully recruit qualified employees as needed for projects.
- Provide workforce management and supervision of personnel.
- Interface with the Government during phase-in, to include meetings or status reports as considered necessary.
- Orientation of all new project employees.

- Provide a list of equipment needed to accomplish the requirements of the project.
- Determine the need for start-up subcontracts, and inform the Government of all sub-contracting negotiations and decisions.

The Contractor shall also perform the following administrative, personnel, and recruitment activities:

- Provide the COTR with existing contractor administrative procedures related to tracking hours on projects, gathering and reporting cost data, and personnel procedures to meet the requirements of AHRQ. Discussions after contract award with the COTR will follow.
- AHRQ staff will identify transitioned tasks. Once identified, plans and timelines will be developed and mutually agreed upon by the Contractor and the COTR.
- Keep the COTR well-informed on the status of on-board staff, planned hiring procedures, and all issues that directly or indirectly impact the operations of OCKT, AHRQ, and its target audiences.
- Each ongoing project that is assigned should be staffed within 30 days of contract award. Subsequent projects that are assigned should be staffed within 2 weeks. This includes hiring expert consultant(s) to work on each project as appropriate.

TASK 2- PERFORM PROJECT MANAGEMENT

Subtask 2.1- Perform On-Going Project Management

The Contractor shall provide the following on-going project management activities in support of the contract.

- Provide project management and oversight on a daily basis.
- Conduct and manage individual project task assignments to meet AHRQ demands within an acceptable timeframe.
- Demonstrate the ability to staff new project task assignments on two weeks' notice from the COTR.
- Provide a Monthly Activities Report Summary (*Deliverable #2*) and Monthly Budget Report (*Deliverable #3*) **for each project task assignment** to the COTR in a standard format to be determined by the COTR.

It is expected that the Activities Report Summary would indicate, in concise form, activities performed and deliverables submitted during past month, stage of completion, any issues or problem areas, and activities and deliverables planned for the current month. For many projects, the above information would be broken down by major activity under the project.

It is expected that the Budget Report would indicate, in concise form, the budget for the project task assignment, expenditures in the past month, cumulative expenditures, and the amount remaining. For many projects, the above information would be broken down by major activity under the project. In some cases, projected expenditures would be provided, at the request of the COTR.

- Provide semi-annual summary progress report (*Deliverable #4*) for each project in a standard format to be determined by the COTR.

It is expected that this report would summarize the accomplishments of the project in the period and any issues or problem areas.

- Prepare for regular status update meetings (via conference calls) with the COTR and other OCKT staff.
- Provide an ample number of qualified personnel to support multiple projects that will occur concurrently.
- Provide to the COTR the resume of each new staff person who is assigned to any project and discuss the qualifications of this person with the PO before staffer is officially assigned to the project. The resume should highlight the relevant experience/training that shows his or her knowledge of AHRQ, project management, and Section 508 compliance policies.
- Provide fully trained staff in the areas stated by the scope of work. In addition to the substantive content areas, the Contractor shall provide staff that are already trained in project management (including the use of MS Project), and Section 508 compliance. It is also expected that the Contractor will have the MS Project software at the beginning of the contract.
- Ensure that all staff thoroughly understands that when they are working on any AHRQ project they represent themselves as working under contract for AHRQ, not the corporate entity who actually employs them. This would include all contacts with target audiences, including speeches and/or presentations.
- Notify the COTR promptly of any problems (methodological, schedule, staffing, communications, etc.) that would impact the successful completion of the individual projects or the overall contract.

- Adjust technical approaches and staffing arrangements, as appropriate, to respond to changes in requirements or problems that occur.
- Respond promptly to COTR written and verbal communications with respect to (1) requested changes in draft and final products; (2) adjustments in technical approaches based on new or changed requirements; and (3) requests for meetings or other discussions. The Contractor shall respond to all phone calls and e-mails within one business day.
- Be pro-active with respect to (1) proposing innovative KT/implementation methods to effectively meet the needs of the target audiences; and (2) presenting options with the associated advantages and disadvantages, where a range of viable approaches is available.
- Practice inclusiveness and collaboration with respect to (1) keeping COTR and other AHRQ staff informed of project progress and methodological and other issues and problems; and (2) providing the COTR and other AHRQ staff the opportunity to brainstorm with them on technical options and complex issues, as appropriate.
- Provide an effective quality control system, as demonstrated by (1) ongoing documentation and review of problems that occur; (2) a process to ensure that problems are adequately addressed and resolved; and (3) sound quality control of deliverables with respect to accuracy and completeness of content, compliance with SOW and individual project requirements, and editorial accuracy.

Subtask 2.2- Provide Interface with Other AHRQ/OCKT Contractors

Other contractors may be performing other AHRQ/OCKT support services in areas associated with the requirements of this contract. An example is the contractor who supports the AHRQ communications, dissemination, and publishing activities of the Agency. That contractor will be closely involved with many KT projects, and smooth relationships are extremely important.

The Government will facilitate initial contact between the Contractor and other contractors. The Contractor shall provide all further required coordination with other contractor personnel for any task specified in this contract that relates to or impacts any other contracted work.

It is expected that other AHRQ contractors may at times review work performed under this contract and provide advice and consultation to facilitate the successful implementation of a specific project.

TASK 3- DEVELOP WORK PLANS AND BUDGETS FOR PROJECT TASK ASSIGNMENTS

Assignment of Specific Projects by AHRQ to Contractors

The assignment of specific projects to the contractors will involve the following:

- The specific projects that the Contractor shall support will be assigned by the COTR based on AHRQ needs and the skill sets of each contractor. It is quite possible that each contractor will have a different number of projects assigned to them. Each project may vary in importance and have different budgets assigned to them. There are currently 15 KT/implementation projects, some of which may end and others that will continue.
- Each of the multiple contractors selected will be assigned to work on specific KT/implementation projects, and will be provided a specific budget for those projects based on OCKT's evaluation of which contractor has the skills and is best suited to carry out the specific project.
- Each project will be provided a separate budget based on the strategies, tactics (activities), and timetable for that project.
- Most of project assignments are likely to occur at one time of the year. However, other project assignments may occur throughout the year, as the need arises.
- Project assignments may be changed if the contractor selected to perform a specific project isn't performing in an acceptable manner.

Contractor Requirements for Responding to Project Task Assignments

The Contractor shall perform the following subtasks after receiving a project task assignment:

Subtask 3.1- Develop Project Work Plan and Budget

The Contractor shall develop a detailed work plan and budget (*Deliverable #5*) for each project task assignment.

In developing the work plan and budget, it is expected that the Contractor would perform the following planning steps:

- Identify the appropriate target audiences; and assess the needs, readiness and receptivity of the target audiences.
- Develop a proposed mix of particular tactics (activities) for the project, including the rationale for selection.

- Develop the sequence and schedule for the project activities.

The detailed work plan and budget shall include the following:

- Understanding of project requirements. This should address the understanding of the target audience, and the rationale for selection of the specific mix of tactics (activities).
- List of and technical approach to project activities.
- Sequence and schedule of project activities.
- List and description of project deliverables.
- Organization and staffing of project team- names, qualifications and roles and responsibilities of project staff, including expert consultant(s) to be hired. This would also include suggested responsibilities of AHRQ staff (OCKT and appropriate program staff).
- Project budget by major activity. It is expected that this would include (1) labor hours by staff category; (2) direct labor costs; (3) indirect costs; (4) breakdown of ODCs, including consultants; and (5) fee.

Subtask 3.2- Select and Assign Project Staff

In staffing individual projects, the Contractor shall meet the following requirements:

- Based on the topic assigned, the Contractor shall assign staff who are knowledgeable and have technical expertise in that particular topic area. For instance, if the project is dealing with the implementation of an AHRQ product or suite of products to be used by hospitals, the Contractor shall assign staff that has a strong working understanding of hospitals, including how to disseminate and implement projects within a hospital setting.
- Again, using the example of hospitals, it is expected that the Contractor would hire a consultant that has demonstrable expertise and knowledge of hospitals and how they function. This expert would supplement the Contractor staff that may have a more generalized understanding of hospitals and their inner workings. This consultant should be knowledgeable about the specific kinds of AHRQ products that are suitable to particular target audiences such as patient safety, health IT, or prevention products.
- It would be highly desirable for the Contractor to assign staff to a project on a full-time basis instead of assigning four different staff members to each work 25% of their time. This staffing decision should be discussed with the COTR.

- It is extremely important that Contractor have the capability to staff new project task assignments on two weeks' notice from the COTR.

TASK 4- PERFORM A RANGE OF RESEARCH AND COORDINATION STEPS IN PLANNING AND DEVELOPING KT/IMPLEMENTATION STRATEGIES AND TACTICS

As part of the planning and implementation of KT/implementation strategies and tactics , the Contractor shall engage in the following steps. (Note: These would supplement the planning steps under Task 3 in developing the project work plans.)

- Meet with Center/Office leadership and staff, Portfolio Leaders, and other AHRQ staff at the direction of the COTR. This is important because OCKT works closely with various program staff, especially the Portfolio Leads.
- Participate in various KT/implementation meetings as requested by the COTR.
- Engage in appropriate research to ensure that the research findings and tools selected for implementation will meet the needs of the target audience.
- Identify how existing specific AHRQ products are being used (awareness, functionality, and usefulness). If additional products are needed, specific approval of the PO is required. These products are likely to be marketing products for implementation or other materials to facilitate implementation.
- Work collaboratively with OCKT staff, as well as Portfolio Leads and other AHRQ staff to select, outline and develop components of implementation tactics for selected projects.
- Provide a final report (*Deliverable #6*) on each project. The format for these reports will be provided by the COTR.

TASK 5- IMPLEMENT A VARIETY OF KT/IMPLEMENTATION STRATEGIES AND TACTICS (E.G., TELECONFERENCES, WORKSHOPS, TECHNICAL ASSISTANCE, AND ELECTRONIC NETWORKING, AS WELL AS NEW CUTTING EDGE TECHNOLOGIES).

The Contractor shall employ a variety of KT/implementation strategies and tactics (*Deliverable #7*), such as teleconferences, workshops, technical assistance, and electronic networking, as well as new cutting edge technologies, designed to assist participants to implement the selected AHRQ products, tools, and research findings. The Contractor is expected to suggest innovative ideas and various options.

Activities shall include the following:

Subtask 5.1- Provide Technical Assistance

Providing technical assistance to key target audiences is absolutely crucial to the actual use of AHRQ products, tools, and research findings. The goal of technical assistance is to assist implementation by helping specific target audiences to customize, problem-solve, understand implementation change processes, and develop unique programs suited for that target audience or institution. Technical assistance shall be provided at locations and through venues that are most convenient for a particular target audience or institution and shall be provided by the Contractor, AHRQ staff, the actual researcher who developed the underlying research, or by other experts in the field, as needed.

Subtask 5.2- Conduct Meetings: Electronic and In-Person

Teleconferences, workshops, conferences, and other meetings are also crucial to actual implementation. Examples include, but are not limited to, 2-day on-site meetings designed for in-depth learning about a specific topic or for developing specific skills; or large conferences of varying lengths, designed primarily to disseminate information or increase target audience knowledge and awareness of the topic area rather than for in-depth learning and skill development.

As part of this subtask, the Contractor shall develop, conduct, and maintain the ability to host Web conferences or conference calls for approximately 2,000 callers.

Subtask 5. 3- Perform Logistical Activities

Specific logistical activities shall include, but not be limited to:

- Speaker preparation of presentations and materials.
- Selection of project sites in coordination with AHRQ.
- Arrangement of travel, lodging and meals of participants and presenters.
- Negotiation of speaker fees for presenters.
- Development and maintenance of a registration database and registration fees, if appropriate.
- Preparation and distribution of program materials for participants and presenters.
- Coordination of audio-visual needs, if required.
- For in-person meetings, conduct of an evaluation of the meeting.

- For Web conferences, follow up of participants, as requested by the COTR, e.g., to determine how they are going to use a particular product.

Subtask 5.4- Provide Other Key KT/Implementation Activities

It is expected that, in addition to strategies/tactics mentioned above, the Contractor shall employ whatever other tactics are necessary to reach out to and actually contact the target audience, including thought and opinion leaders. Using the example of hospitals, as mentioned above, the Contractor needs to determine and implement outreach efforts that include cold calls to hospitals and/or hospital systems, follow-up e-mails, and additional phone calls. The Contractor may also arrange for intermediary organizations to facilitate these outreach efforts and/or use key people in the field who may have good contacts to facilitate the outreach or specific aspects of the outreach effort.

Subtask 5.5- Comply with Relevant AHRQ Requirements

In carrying out the above activities, the Contractor shall comply with the following requirements:

- All projects shall follow OCKT's Publishing and Communications Guidelines, which can be supplied on request.
- As indicated under Task 2, Contractors must have Project Management training, the exact type to be specified by the COTR, i.e., MS Project, version 2003.
- All projects must adhere to appropriate HHS/AHRQ rules and procedures, including but not limited to Section 508 compliance. These provisions regarding 508 compliance can be found at <http://www.section508.gov/index.cfm?FuseAction=content&ID=12>.

More 508 information and other Web information are also available at:

<http://www.hhs.gov/web/policies/index.html#508>

<http://508.hhs.gov/>

TASK 6- DEVELOP IMPACT CASE STUDIES

AHRQ will evaluate the success of a particular project based on the number and quality of the case studies showing actual use of AHRQ products, tools, or research findings. These case studies are viewed as one of the final deliverables for each project. The Contractor shall perform such case studies (*Deliverable #8*) in accordance with the project task assignments. It is possible that more than one case study would be required for a given project.

As stated above, actual use is the goal of these projects, so an important factor in evaluating the Contractor's work on a specific project will be the submission of good case studies. **(See Attachment 3 for examples of the type of Impact Case Studies that are expected.)**

SECTION D - PACKAGING AND MARKING

The Contractor shall mark each delivery/deliverable with the Contractor's name, RFP Number, and quantity. It is very important that the contractor indicate if this is a partial, full, or final shipment. As appropriate, note on the face page of each deliverable or on the binding, (1) 'one volume only' or (2) 'volume 1 of 2, volume 2 of 2' etc.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

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

Agency for Healthcare Research and Quality
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. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

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

SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE

F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clause by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

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

FAR Clause No.	Title and Date
52.242-15	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 (TO BE NEGOTIATED) and run through (TO BE NEGOTIATED), with four (4) one (1) year options (if exercised) from (TO BE NEGOTIATED).

F.3 DELIVERY SCHEDULE

The items specified for delivery below are subject to the review and approval of the Contracting Officer's Technical Representative (COTR) before final acceptance. The Contractor shall be required to make revisions as deemed necessary by the COTR. Draft deliverables are those submitted to the COTR for review. Final deliverables are those incorporating changes requested by the COTR. Deliverables shall be submitted to the COTR at the following address:

Agency for Healthcare Research and Quality
ATTN: (To Be Determined)
540 Gaither Road
Rockville, Maryland 20850

One (1) copy of the items marked with an * shall be submitted to the Contracting Officer via the Contract Specialist at the following address:

Agency for Healthcare Research and Quality
ATTN: Linda L. Simpson, Contract Specialist
Contracts Management / OPART
540 Gaither Road
Rockville, Maryland 20850
Linda.Simpson@ahrq.hhs.gov

The Contractor shall submit items to the specified recipient at the specified email address in the format and within the time frames indicated. Due dates which fall on a weekend or holiday are due on the next business day.

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

Item	Description	Quantity	Due Date
1.	Revised Phase-in Plan	2	2 weeks after start of Phase-In
2.	Monthly Activities Report Summary*	2	10 days after the end of previous month
3.	Monthly Budget Report	2	10 days after the end of previous month
4.	Summary Progress Report on each Project *	1	Every 6 months
5.	Project Work Plan and Budget*	2	As specified in project task assignments
6.	Project Final Report*	1	As called for by the COTR
7.	KT/Implementation Strategies and Tactics (e.g., teleconferences, Workshops, technical assistance, and Electronic networking, as well as new Cutting edge technologies)	1	As specified in project task assignments
8.	Impact Case Studies	1	As called for by the COTR

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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The following Contracting Officer's Technical Representative (COTR) will represent the Government for the purpose of this contract:

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

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

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

The Government may unilaterally change its COTR designation.

G.3 CONTRACTING OFFICER

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 Contracting Officer designation.

G.4 CONTRACT SPECIALIST

The Contracting Officer has designated Linda Simpson, Contract Specialist, as the point of contact for all contractual matters associated with this contract.

G.5 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 hard copies to:

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

G.6 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 minimum information in support of costs submitted:

- (a) Direct Labor – include all persons, listing the person's name, title, number of hours or days worked, hourly rate (unburdened), the total cost per person and a total amount of this category.
- (b) Fringe Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
- (c) Overhead or Indirect Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);

- (d) Consultants - include the name, number of days or hours worked, a total amount per consultant and a total amount for this category;
 - (e) Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation, shown separately, and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;
 - (f) Subcontractors - include for each subcontractor, the same data that is being provided for the prime contractor. A total number for this category shall be provided.
 - (g) Data Processing - include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes, etc. A total amount for this category shall be provided.
 - (h) Other - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, etc.
 - (i) Equipment Cost - itemize and identify separately from material costs including reference to approval in all cases;
 - (j) G&A - show rate, base and total as well as verification/allowability of rate changes (when applicable);
 - (k) Fee - show rate, base and total and;
 - (l) Current amount billed by individual cost element and total dollar amount and cumulative amount billed 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) 443-3020

G.7 INDIRECT COST RATES and FEE

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

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

G.8 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 PERFORMANCE EVALUTION AND AWARD FEE

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

A. Performance Evaluation Factors

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

Performance Factor	Related SOW Tasks	Weight %
1. Quality of Products and Services Delivered.	Tasks 4, 5, 6	30
2. Timeliness of Products and Services Delivered.	Tasks 1, 2, 3, 4, 5, 6	15
3. Financial Project Control.	Tasks 2, 3	15
4. Technical Project Control, Including Working with OCKT Project Officer and other AHRQ Staff.	Tasks 1,2	20
5. Appropriateness and Technical Excellence of Project Staff.	Task 1,2	20

B. Performance Requirements Summary

Attachment 5 summarizes the performance standards and Government surveillance methods for each of the above performance factors.

C. Award Fee Plan

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

Award Fee is available for services and products identified below.

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

Each Contract Year

Performance Evaluation Factor	% of Award Fee Pool	Award Evaluation Unsatisfactory Rating score of below 60 reduces Base Fee by 50% for rating period.	Award for Evaluation Satisfactory 60-up to 80 score 40%	Award for Evaluation Exceeds Expectations 80-up to 90 score 80%	Award for Evaluation Outstanding 90-100 score 100%
Quality of Products and Services Delivered.	30%				
Timeliness of Products and Services Delivered.	15%				
Financial Project Control.	15%				
Technical Project Control, Including Working with OCKT Project Officer and other AHRQ Staff.	20%				
Appropriateness and Technical Excellence of Project Staff.	20%				

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

Each member of the AFEG will evaluate the Contractor's performance against the performance standards listed in Attachment 5.

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

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

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

H.2 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.2 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 COTR 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) CONTRACT# . 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.3 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.4 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.2, H.3, and H.7. 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.5 LATE PAYMENTS TO THE GOVERNMENT

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

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

H.6 PRIVACY ACT

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

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

H.7 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 the applicable HHS appropriations acts cited in the table below, the Contractor shall not use contract funds to pay the direct salary of an individual at a rate in excess of the salary level in effect on the date the expense is incurred as shown in the table below.

For purposes of the salary limitation, the terms “direct salary,” “salary,” and “institutional base salary” have the same meaning and are collectively referred to as “direct salary” in this clause. An individual’s direct salary is the annual compensation that the Contractor pays for an individual’s appointment whether that individual’s time is spent on research, teaching, patient care, or other activities. Direct salary excludes any income that an individual may be permitted to earn outside of duties to the Contractor. Direct salary also excludes fringe benefits, overhead, and general and administrative expenses (also referred to as indirect costs or facilities and administrative [F&A] costs). The salary rate limitation also applies to individuals performing under subcontracts. However, it does not apply to fees paid to consultants. If this is a multiple-year contract, it may be subject to unilateral modification by the Contracting Officer to ensure that an individual is not paid at a rate that exceeds the salary rate limitation provision established in the HHS appropriations act in effect when the expense is incurred regardless of the rate initially used to establish contract funding.

Public Law	Period Covered	Salary Limitation Based on Executive Level I
111-8, Omnibus Appropriations Act, 2009	03/11/2009 – until revised	\$196,700

Executive Level salaries for the current and prior periods can be found at the following Web site: <http://www.opm.gov/oca/05tables/html/ex.asp> . Click on “Salaries and Wages” and then scroll to the bottom of the page to select the desired period.

H.9 PERSONNEL SECURITY REQUIREMENTS

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.

H.10 Section 508 Compliance

This language is applicable to Statements of Work (SOW) or Performance Work Statements (PWS) generated by the Department of Health and Human Services (HHS) that require a contractor or consultant to (1) produce content in any format that could be placed on a Department-owned or Department-funded Web site; or (2) write, create or produce any communications materials intended for public or internal use; to include reports, documents, charts, posters, presentations (such as Microsoft PowerPoint) or video material that could be placed on a Department-owned or Department-funded Web site.

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires Federal agencies to purchase electronic and information technologies (EIT) that meet specific accessibility standards. This law helps to ensure that federal employees with disabilities have access to, and use of, the information and data they need to do their jobs. Furthermore, this law ensures that members of the public with disabilities have the ability to access government information and services.

There are three regulations addressing the requirements detailed in Section 508. The Section 508 technical and functional standards are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>. The second regulation issued to implement Section 508 is the Federal Acquisition Regulation (FAR). FAR Part 39.2 requires that agency acquisitions of Electronic and Information Technology (EIT) comply with the Access Board's standards. The entire FAR is found at Chapter 1 of the Code of Federal Register (CFR) Title 48, located at <http://www.acquisition.gov>. The FAR rule implementing Section 508 can be found at <http://www.section508.gov>. The third applicable regulation is the HHS Acquisition Regulation (HHSAR).

Regardless of format, all Web content or communications materials produced for publication on or delivery via HHS Web sites - including text, audio or video - must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. All contractors (including subcontractors ¹) or consultants responsible for preparing or posting content intended for use on an HHS-funded or HHS-managed Web site must comply with applicable Section 508 accessibility standards, and where applicable, those set forth in the referenced policy or standards documents below. Remediation of any materials that do not comply with the applicable provisions of 36 CFR Part 1194 as set forth in the SOW or PWS, shall be the responsibility of the contractor or consultant retained to produce the Web-suitable content or communications material.

¹ Prime contractors may enter into subcontracts in the performance of a Federal contract, but the prime remains obligated to deliver what is called for under the contract.

References:

HHS Policy for Section 508 Electronic and Information Technology (E&IT) (January 2005): http://www.hhs.gov/od/Final_Section_508_Policy.html
HHS Section 508 Web site: <http://508.hhs.gov/>
HHS ASPA Web Communications Division Web site:
<http://www.hhs.gov/web/policies/index.html>
US General Services Administration (GSA) Section 508 Web site:
<http://www.section508.gov/index.cfm>

PART II - CONTRACT CLAUSES

(4/09-DCM)
(FAC 2005-31)

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 (SEPT 2006)
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 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2008)
52.203-14	Display of Hotline Poster(s) (DEC 2007) (Department of Health and Human Services Poster at: http://www.oig.hhs.gov/hotline/OIG_Hotline_Posters.pdf)
52.204-4	Printing or Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration. (APR 2008)

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
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)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-28	Post-Award Small Business Program Representation (JUNE 2007)
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. (SEPT 2006)
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. (SEPT 2006)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)

52.222-50	Combating Trafficking in Persons (FEB 2009)
52.222-54	Employment Eligibility Verification (FEB 2009)
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 (FEB 2009)
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copy- Right Infringement (DEC 2007)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (OCT 2008)
52.232-20	Limitation of Cost (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2008)
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)
52.242-1	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 (JUNE 2007)
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)
52.253-1	Computer Generated Forms (JAN 1991)

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

HHSAR

Clause No.	Title and Date
352.202-1	Definitions (JAN 2006) Alternate h
352.228-7	Insurance - Liability to Third Persons (DEC 2006)
352.232-9	Withholding of Contract Payments (JAN 2006)
352.233-70	Litigation and Claims (JAN 2006)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-5	Key Personnel (JAN 2006)
352.270-6	Publication and Publicity (JAN 2006)
352.270-7	Paperwork Reduction Act (JAN 2006)

CLAUSES APPLICABLE FOR A COST-PLUS-A-FIXED-FEE CONTRACT

Use the following FAR Clauses if applicable:

If supplies are to be furnished, the following clause is applicable:

- | | |
|-----------|--|
| 52.215-14 | Integrity of Unit Prices (OCT 1997)(when contracting with full and open competition) |
| -or- | |
| 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) |
| 52.217-2 | Cancellation Under Multiyear Contracts (OCT 1997) |
| 52.217-9 | Option to Extend the Term of the Contract (MAR 2000) |
| 52.219-3 | Notice of Total HUBZone Set-Aside (JAN 1999) |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) |
| 52.219-6 | Notice of Total Small Business Set-Aside (JUNE 2003) |
| 52.219-9 | Small Business Subcontracting Plan (APR 2008) (Applicable to contracts over \$550,000) |
| 52.219-10 | Incentive Subcontracting Program (OCT 2001) |
| 52.219-14 | Limitation on Subcontracting(DEC 1996) (Applicable to 8(a) awards or if any portion is set aside for small businesses) |
| 52.219-16 | Liquidated Damages - Subcontracting Plan (JAN 1999) |

- 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (JUNE 2003)
- 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)
(Use 52.219-22(Section K) with the above Clause)
- 52.219-25 Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008)
- 52.222-41 Service Contract Act of 1965 (NOV 2007)

(NOTE: If 52.222-41 is used, Section I must contain clause 52.222-42 Statement of Equivalent Rates for Federal Hires-MAY 1989)

- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
Alternate I (JUL 1995)
- 52.224-1 Privacy Act Notification (APRIL 1984)
- 52.224-2 Privacy Act (APRIL 1984)
- 52.230-2 Cost Accounting Standards (OCT 2008)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (OCT 2008)
- 52.230-6 Administration of Cost Accounting Standards (MAR 2008)
- 52.230-7 Proposal Disclosure – Cost Accounting Practice Changes (APR 2005)
- 52.232-18 Availability of Funds (APRIL 1984)
- 52.232-22 Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
- 52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003)
- 52.239-1 Privacy or Security Safeguards (AUG 1996)

Use the following HHSAR Clauses if applicable:

- 352.224-70 Confidentiality of Information (JAN 2006)
- 352.270-1 Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (DEC 2006)

352.270-2 Indian Preference (DEC 2006)

352.270-3 Indian Preference Program (DEC 2006)

Use the following HHSAR Clauses if applicable:

352.223-70 Safety and Health (JAN 2006)

352.270-8 Protection of Human Subjects (JAN 2001)

352.270-9 Care of Laboratory Animals (JAN 2006)

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

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 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>Attachment #</u>	<u>Pages</u>
1. Description of AHRQ Portfolios	88-89
2. List of KT/Implementations Articles	90
3. Sample Impact Case Studies	91-93
4. List of Some of AHRQ’s Prevention Products	94
5. Performance Requirements Summary	95-100
6. Past Performance Questionnaire	101-106
7 Small Business Subcontracting Plan	107-117
8 Proposal Intent Form	118

PLEASE NOTE: ALL ATTACHMENTS ARE LOCATED AT 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 (FEB 2009)
K.3	FAR 52.209-5	Certification Regarding Responsibility Matters (DEC 2008)
K.4.	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.5.	FAR 52.230-1	Cost Accounting Standards Notices and Certification (JUNE 2000)
K.6.	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.7.	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke
K.8.	HHSAR 352.204	Certification of Filing and Payment of Federal Taxes.

K.I REPRESENTATIONS AND INSTRUCTIONS

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

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

 (Name of Offeror) (RFP No.)

 (Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

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

K.2. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009) (FAR 52.204-8)

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

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

(b)(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 (c) of this provision 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 (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications 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 Certification Regarding Responsibility Matters (Dec 2008)

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

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

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

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

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

(D) Have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior

opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.4. PROHIBITION OF SEGREGATED FACILITIES
(FEB 1999) (FAR 52.222-21)

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

K.5. 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.6. CERTIFICATE OF CURRENT COST OR PRICING DATA
(FAR 15.406-2)

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

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

FIRM

NAME _____ Signature

TITLE

DATE OF EXECUTION***

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

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

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

End of Certificate

K.7. ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Organization: _____

Signature _____ Title _____

Date _____

K.8 Certification of Filing and Payment of Federal Taxes

As prescribed in 304.1202, "Solicitation Provision," insert the following provision. If the solicitation is a Request for Quotations, the term "Quoter" may be substituted for "Offeror."

Certification of Filing and Payment of Federal Taxes (March 2008)

(a) The offeror certifies that, to the best of its knowledge and belief:

- 1) It has filed all Federal tax returns required during the three years preceding this certification;
- 2) It has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- 3) It has not been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The signature of the offer is considered to be a certification by the offeror under this provision.

Name of Offeror

Signature of authorized individual

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. The full text of a clause may be assessed electronically at this address: <http://www.arnet.gov/far/> .

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 DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet 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, city, 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 of Cost Plus Award Fee (CPAF), Performance-Based Service Contract (PBSC).

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

The Government may elect to award a single contract or to award multiple 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 Contracting Officer.

All questions regarding this solicitation shall be in writing and received by the Contract Specialist no later than **12:00 noon EDT May 18, 2009**. All questions should be emailed to Linda Simpson at: Linda.Simpson@ahrq.hhs.gov with a copy to Jackie.Carey@ahrq.hhs.gov.

L.8 REFERENCE MATERIALS (IRESERVED)

L.9 GENERAL INSTRUCTIONS

Introduction

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals.

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

b. Authorized Official and Submission of Proposal: The proposal shall be signed by an official authorized to bind your (the offeror's) organization. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the cover letter of this solicitation. Proposals will be typewritten, reproduced on letter sized paper and will be legible in all required copies.

c. Separation of Technical, Past Performance Information, and Business Proposal: The proposal shall be in 4 separate parts. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

- I. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.10). Please mark as original or copy.
- II. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.11)
- III. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.12).
- IV. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN
See information and instructions for format (L.13), **if applicable**.

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.

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

Therefore:

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

Department employees for opinions as a part of the review process.

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

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

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

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

L.10 TECHNICAL PROPOSAL INSTRUCTIONS

The technical proposal shall contain an original and eleven (11) copies. The technical proposal described below shall be limited to 75 pages (not including cover page, introduction, table of contents, resumes or bibliographies) with no less than a 11 point pitch, with page numbers, with the majority of the text singled-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible) and with margins that are a minimum of 1 inch. Resumes or CVs are only required for key personnel (i.e. the proposed Project Director and senior personnel that play a major role in the management and execution of the project activities). Brief biographic sketches of other personnel may be provided. Lengthy proposals and voluminous appendices are neither needed nor desired as they are difficult to read and evaluate and may indicate the offeror's inability to concisely state their proposal.

A. Recommended Technical Proposal Format

The offeror's proposal should present sufficient information to reflect a thorough understanding of the work requirements and a detailed plan for achieving the objectives of the scope of work. Technical proposals shall not merely paraphrase the requirements of the Agency's statement 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 statement of work.

In addition, the proposal should include two different sample 5-7 page KT/Implementation Strategy Plans that show how the offeror would work with two different appropriate target audiences to implement one of AHRQ's Prevention products or suite of products in as many organizations and sites as possible. In choosing the two different target audiences, the offeror should choose one audience from the paragraphs labeled 1, 2, 4 and 5 under B. Target Audiences, in the Statement of Work; and the second target audience from the paragraph labeled 3. These sample marketing and implementation strategies should cover a 1-year period. A cost proposal should be submitted with these sample strategies. In writing these two different sample plans, offeror should only include labor and direct costs in their assumptions in how they would spend x amount of dollars. (See Attachment 4 for a list of AHRQ's Prevention products.)

- (1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.
- (2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) Introduction: This should be a one- or two-page summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.
- (4) Technical Discussion: The offeror shall prepare a technical discussion which addresses evaluation criteria 1 through 4 below. The evaluation criteria are as follows:
 - (a) Technical Approach, including sample strategy plans
 - (b) Management Plan
 - (i) Organizational Structure
 - (ii) Staffing Plan/Personnel Requirements
 - (3) Corporate Experience
 - (4) Past Performance

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 single-spaced format, with numbered pages.

B. Technical Approach

Offeror shall submit a narrative which clearly addresses how it plans to successfully perform the activities as stated in the Statement of Work. This shall include the methodology for performing the various tasks and subtasks and producing the various deliverables listed in the SOW. Potential issues and problems in performing the various tasks and ways of addressing them should be addressed.

The offeror shall submit two different sample strategy plans for two different target audiences, as described above.

C. Management Plan

(1) Organizational Structure

Offeror shall demonstrate its ability to perform all SOW requirements through the proposed use of corporate management and other personnel resources. The Offer shall demonstrate that its organizational structure and capabilities will address the activities discussed in the Statement of Work. In doing so, and at a minimum, the offeror shall:

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

- Labor skill mix determination—explain the skill mix for this project.
- Personnel selection and assignment—explain choice of individuals for specific jobs.
- Offeror must show capability to staff new assignments/projects within 2 weeks notice from the PO.
- The offeror shall provide a detailed explanation of how the proposed staffing plan ensures that the work is conducted by individuals with a mastery of the technical requirements of the Statement of Work.
- Monitoring and control of services provided—describe organizational and

managerial strategies for technical quality, responsiveness, cost control, effective and efficient resource utilization, and compliance with technical requirement and contract provisions. The offeror should clearly show a proposed system for management control and quality control.

- Managerial problems offeror expects to encounter—Describe proposed methods to solve these problems and demonstrate how similar managerial problems were solved in the past.
- Ability and flexibility to respond rapidly to changes in budget, priorities, schedule, and staffing needs.
- The existence of clear lines of authority and delineation of staff responsibilities, and a description of methods of coordination with, and performance monitoring of, any proposed subcontractors and consultants.

(2) Staffing Plan/Personnel Requirements

a. Staffing Plan

Offeror shall demonstrate its understanding of the SOW and workload to construct a rational, defensible staffing plan that is fully capable of producing high quality and timely performance of all tasks in the SOW. To demonstrate this understanding, the Offeror shall:

- Provide a person-level organizational chart indicating clear lines of authority, delineating staff responsibilities, and a plan for organizational backup. Employees not currently employed by the Offeror shall be listed with an asterisk (*) to denote their status.
- Provide resumes for each of the staff referenced in the section above. Resumes shall include the following information:
 - Name.
 - Applicable staffing plan labor category.
 - Classification as current employee or proposed new hire.
 - Education background—include name of school, length of time, degree/certificate.
 - Applicable experience history—include name of employer, period of employment, description of duties, level of responsibility, and title.
 - Other experience the company may wish to present to show the potential of the candidate—include name of employer, period of employment, description of duties, level of responsibility, and title.

b. Personnel Requirements

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

The offeror shall meet the following personnel requirements for personnel used to fulfill the requirements of the Statement of Work:

Key Requirements:

The offeror shall submit resumes for key personnel in this Technical Proposal. Key personnel may not be replaced by the contractor without the review of the COTR and approval of the CO. Key personnel include the Project Director and alternates.

Project Team

The offeror shall include a listing of all proposed project team staff, subcontractors, and consultants, and provide evidence of their availability. The listing shall include their proposed job title and a brief description of their qualifications and experience. For Task Assignment Project Managers, provide a description of their experience in project management, including the use of MS Project; and in the substantive areas of this Contract (e.g., designing and implementing knowledge transfer/implementation strategies and specific interventions, working with AHRQ's target audiences. and understanding of AHRQ's mission, products, tools and research).

Project Director

The offeror shall provide a Project Director to conduct overall management coordination and serve as the central Point of Contact (POC) with the Government for overall performance of work under this Contract.

Duties shall include serving as the contractor's principal POC with the CO and COTR regarding all contract management matters, providing overall supervision and direction of all contractor activities and personnel, and ensuring the successful and timely performance of all contract tasks in accordance with Government requirements and standards and the scope of work of the contract. The Project Director shall also expect to meet with customers and partners of AHRQ to investigate and resolve difficulties and to explain procedures and requirements, and shall provide oral and written status reports to the COTR.

The Project Director shall have, at a minimum, ten (10) years of experience working and managing contracts in technical areas and: 1) at least three (3) years in substantive supervisory positions; and 2) demonstrated skills in organizing and monitoring complex projects conducted by groups of diverse

professionals; 3) experience in the use of MS Project; and 3) at least five (5) years experience in the substantive areas of this Contract (e.g., designing and implementing knowledge transfer/implementation strategies and specific interventions, providing helpful consultation to AHRQ in designing strategic initiatives, working with AHRQ's target audiences. and understanding of AHRQ's mission, products, tools and research).

In addition, the proposal should provide the following information with regard to the Project Director:

- Describe how the education and technical experience of the Project Director and other key technical personnel specifically relate to the Statement of Work.
- Provide length and currency of the overall education of the Project Director and other key technical personnel.
- Describe the experience of the proposed Project Director in managing activities similar to those. This description shall include such information as the size of projects managed, start-up time required, number of projects managed, problems encountered, and the resolution of those problems.
- Describe those projects currently managed. Describe how the management experience of the proposed Project Director equips him or her to manage a staff which reflects the diversity of the Statement of Work.

Skills of Staff Required

The offeror shall submit complete resumes for its proposed staff and detail the qualifications of its staff. In general, contractor staff hired shall possess a combination of the following types of professional experiences, abilities, and knowledge:

- Understanding of AHRQ, its mission, products, tools, and research
- Understanding of health services research, evidenced-based medicine, and general health policy issues
- Working knowledge of AHRQ's key target audiences
- Designing and implementing knowledge transfer/implementation strategies and specific interventions.

Conduct of Personnel

The contractor shall be responsible for the performance and conduct of contractor personnel at all times. Personnel employed by the contractor in the performance of this Contract, or any representative of the contractor entering AHRQ facilities, shall abide by established rules, policies, regulations, and procedures (e.g., smoking policies, general housekeeping requirements, safety requirements, and waste disposal requirements), and shall be subject to physical checks by the Government as may be deemed necessary.

Failure to adhere to rules, laws, and directives may result in the removal of personnel. Such removal of employees does not relieve the contractor from the requirement to perform Contract tasks in accordance with the specified performance standards.

Additionally, the Contracting Officer (CO) may require the contractor to remove from this Contract any employee working under this Contract for reason of misconduct or security. Contractor personnel shall be subject to removal upon determination by the CO that such action is necessary in the interest of the Government.

The contractor personnel shall only conduct business covered by this Contract during periods paid for by the Government, and shall not conduct any other business (commercial or personal) on Government premises or using Government supplies, information, and equipment.

Trained Staff Requirements

In general, the offeror shall provide trained contractor employees who understand AHRQ, the current policy issues in health care and specifically knowledge and understanding of AHRQ's target audiences. Also, the staff must be proficient in Project Management, as directed by the Contracting Officer's Technical Representative (COTR).

D. Corporate Experience

The work to be performed under this Contract will require high quality work. It is essential that the offeror demonstrate the technical ability and subject matter expertise (either in-house or through subcontracting arrangements) to perform the broad range of activities identified in the statement of work.

The offeror must also have the ability to organize and manage resources and personnel effectively. The offeror shall provide a discussion of directly relevant technical and substantive experience, including:

(1) The offeror shall describe their corporate technical experience related to AHRQ and Federal health care issues and programs and explain how the experience is relevant to fulfilling the requirements of this Contract. Where previous work for other clients/sponsors is cited, the offeror shall identify the client/sponsor (including the names of the COTR and Contracting Officers, and their addresses and phone numbers).

(2) The offeror shall demonstrate the ability to staff and rapidly begin performing all aspects of this contract. Specifically, the offeror shall document that sufficient available staff capacity and subject matter knowledge exists in order to minimize time and dollars spent for start up and new learning. Of particular interest is experience in responding to similar tasks/activities from other clients/sponsors. It is extremely important that the offeror demonstrate the capability to staff up to requirements as specified by the Contracting Officer's Technical Representative.

L.11 PAST PERFORMANCE INFORMATION

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

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

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

- A. Name of contracting/grant activity
- B. Contract/Grant number
- C. Contract/Grant type
- D. Total Contract/Grant value
- E. Brief description of Contract/Grant
- F. Contracting Officer and telephone number
- G. Project Officer and telephone number
- H. Administrative Contracting Officer, if different from F., and telephone number
- I. List of major subcontractors

(2) The offeror may provide information on problems encountered on the contracts, grants and subcontracts identified in (1) above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts/grants. General performance information will be obtained from the evaluation forms.

- (3) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (4) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

The attached Past Performance Questionnaire and Contractor Performance Form (Attachment 6) shall be completed by those contracting organizations listed in (1) above. The evaluation forms shall be completed and faxed to the Contract Specialist at telephone number 301-427-1740, or emailed to the Contract Specialist at Linda.Simpson@ahrq.hhs.gov. Completed forms can also be mailed to the following address:

Agency for Healthcare Research and Quality
Division of Contracts Management
Attn: Linda Simpson, Contract Specialist
REF: RFP AHRQ-2009-10021
540 Gaither Road
Rockville, Maryland 20850

Evaluation forms must be received by June 15, 2009 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 BUSINESS PROPOSAL

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

A. Cost/Price Proposal

A cost proposal shall be submitted in accordance with FAR 15, in a format similar to what is in Section B, page 6 (TO BE DETERMINED). The offeror's own format may be utilized, but all required information in Section B, as related to Prices/Cost, must be provided.

The offeror shall propose costs based upon the two different samples of the KT/Implementation Strategy Plans to be submitted with their proposal (see Section L – Technical Proposal Instructions, Clause L.10, subsection A., 2nd paragraph). Between the two sample plans submitted, each of the

six (6) Project Tasks identified in Section C, Statement of Work, must be covered. For each sample plan, the cost proposal shall be broken out by task in order to allow the Government to negotiate and establish a cost baseline for each identified task.

The Government is not able at this time to identify the specific quantity and type of work that will be conducted under these contracts. Upon contract award, specific projects will be identified and funds provided based upon the identified projects and the negotiated cost baseline. In accordance with the deliverables outlined in the Statement of Work, the contractor will be required to submit a work plan and budget for each identified project.

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

(a) Direct Labor

The estimated cost for all personnel who will be assigned for direct work on this project shall be included. Give the name, title, percent of effort or time, salary and fringe benefits for each employee. Salary increases that are anticipated during performance of a resultant contract should be proposed as a cost. If escalation is included, state the degree (percent) and methodology, e.g., annual flat rate applied to a base rate as of a specific date or a mid-pointed rate for the period of performance. State whether any additional direct labor (new hires) will be required during the performance period of this procurement. If so, state the number required and anticipated date of hire. Also, specify the month and day on which your fiscal year commences.

(b) Supplies and Equipment

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

(c) Travel

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

(d) Consultants

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

(e) Subcontractors

Subcontractor costs shall be broken down and supported by cost and pricing data adequate to establish the reasonableness of the proposed amount. Subcontract cost detail should be similar to the level of detail provided for the prime contractor, with the same cost elements. Support documentation should include degree of subcontract competition and basis for selecting source.

(f) Other Direct Costs

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

(g) Indirect Costs

Indicate how you have computed and applied indirect costs, and provide a basis for evaluating the reasonableness of the proposed rates. Indicate specific off-site rates for those employees housed at AHRQ, 540 Gaither Road, Rockville, MD 20850.

(h) Labor-Hour Chart

Offerors must submit a consolidated Labor-Hour Chart that displays proposed hours by labor category for the phase-in period and each performance year, and is consistent with the Staffing Plan provided as part of the technical proposal. The prime contractor and all proposed subcontractor(s) hours must be separately identified. All phase-in and yearly manning summaries should roll up to a total program-manning summary for the applicable period. During the technical evaluation process, comparisons are made between the Staffing Plan proposed in the technical proposal and the Manpower Chart in the price proposal to ensure consistency as to number and skill levels proposed. The presentation of manpower in both the technical and price proposals should be in a format to allow this comparison to be made easily.

B. Other Administrative Data

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

Minimum Bid Acceptance Period (April 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
 - (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
 - (c) The Government requires a minimum acceptance period of 120 days.
 - (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
 - (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.
- (2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.
- (3) Property:
- (a) It is HHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment must be acquired, you shall include the description, estimated cost of each item and whether you will furnish such items with your own funds.
 - (b) Offerors shall identify Government-owned property in their possession and/or property acquired from Federal funds to which they have title that is proposed to be used in the performance of the prospective contract.
 - (c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.

- (4) Royalties: Offerors shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.
- (5) Commitments: Offerors 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: Offerors shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)
- (7) Performance Capability: Offerors 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, offerors shall indicate their 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. Section K shall be made part of the original business proposal.

C. Small Business Subcontracting Plan (if Applicable)

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 the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model plan is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is 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 30% for Small Businesses, which shall include at least 11% (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 for the base period) for Women-Owned Small Businesses, and at least 3% (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.

L.13 SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN

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

- A. All offerors, regardless of size, shall submit the following information (**an original only is required**).

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

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones.
2. Specifically identify the SDB concerns with point of contact and phone number.
3. The complexity and variety of the work SDB concerns are to perform.
4. Realism for the use of SDB in the proposal.
5. Past performance of the Offeror in complying with subcontracting plans for SDB concerns.
6. Targets expressed as dollars and percentage of total contract value for each participating SDB; which will be incorporated into and become part of any resulting contract.
7. The extent of participation of SDB concerns in terms of the total acquisition.

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

L.14 SELECTION OF OFFERORS

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

- c. Past performance, and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors will be evaluated by AHRQ staff. A competitive range will be determined. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, Small Disadvantaged Business Participation Plan and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.
- d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

L.15 PROPOSAL INTENT

It is requested that if an offeror intends to submit a proposal to this solicitation that the attached Proposal Intent Form (Attachment 8) be completed and returned to the address indicated by **May 22, 2009**. 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 be expected 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. 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

Evaluation Factors for Award

Selection of an offeror for contract award will be based on an evaluation of proposals against four (4) factors, and award will be made to that responsible offeror whose proposals are most advantageous to the Government. The four factors are: **technical, cost, past performance, and Small Disadvantaged Business Participation Plan**. Although technical factors are of paramount consideration in the selection of the Contractor(s) for this requirement, past performance, is also important to the overall contract award decision. Offerors who submit technically acceptable proposals will then be evaluated on their past performance. Following this evaluation, a competitive range will be determined.

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

All proposals will be reviewed in accordance with the governing regulations and Agency for Healthcare Research and Quality (AHRQ) policies and procedures. The technical proposal and past performance information will be evaluated in terms of the offeror's responses to each of the evaluation factors. Each proposal will be evaluated on the likelihood of meeting the Government's requirements. The evaluation factors and assigned weight which will be used in the overall review of the offeror's proposal are outlined on the next page. The technical proposal shall consist of the responses to Evaluation Criteria 1 through 3. 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 are referenced in the corresponding criteria found in

OFFERORS PLEASE NOTE: Evaluation Criteria 1 through 3, for a total of 100 points, will be evaluated by a technical peer review committee, who will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting staff will review and evaluate Criteria 4 and 5 for a total of 30 points. The total possible points for Evaluation Criteria 1 through 5 are 130 points.

EVALUATION CRITERIA

1. Award will be made to that responsible offeror whose proposal is most advantageous to the Government, cost and the below factors considered. Paramount consideration shall be given to technical quality rather than cost. It is pointed out, however, that should technical quality between offerors be considered approximately the same, then cost may become the determining factor in award selection.

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION.

2. The technical proposal will be evaluated in terms of its responses to the evaluation factors. The evaluation factors and assigned weights which will be used in the technical review of the proposal submitted are outlined below. Factors facilitating the evaluation of each criterion below are described in Attachment 1 of the solicitation:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
(1) Technical Approach	55 pts
This factor has two sub-factors:	
(A) General Technical Approach	30 pts
The proposal will be evaluated on the clarity, completeness, and reasonableness of the offeror's technical approach to accomplishing the requirements described in the Statement of Work (SOW). In this regard, the approach will be evaluated on the methodology for performing the various tasks and subtasks and producing the deliverables listed in the SOW. The discussion of potential issues and problems in performing the various tasks and ways of addressing them will also be evaluated.	
(B) Two Sample Knowledge Transfer/Implementation Strategies	25 pts
The proposal will be evaluated on the clarity, completeness, creativity, and reasonableness of the offeror's two sample knowledge transfer/implementation strategies. The factors of particular importance include:	
<ul style="list-style-type: none"> • Innovative approaches to increasing the actual use of AHRQ products, tools and research findings; • Identification of appropriate tactics for each selected target audience for the given content; • Clear explanation of how the proposed program tactics are logically linked to achieve the expected impact. 	
(2) Management Plan	30 pts
This factor has two sub-factors:	
(A) Organizational Structure	10pts
The proposal will be evaluated on the appropriateness of roles and responsibilities of staff, expert consultants, and proposed subcontractors. Plans for schedule, budget, and technical quality control, communications with AHRQ, and management of subcontractors and consultants will also be evaluated.	
(B) Staff Experience	20 pts
(i) Experience of Project Director	10 pts

The proposal will be evaluated in terms of the project director's knowledge, skills and experience in: designing and implementing knowledge transfer/implementation strategies and specific interventions; working with AHRQ's target audiences; providing helpful consultation to AHRQ in designing strategic initiatives; and knowledge of AHRQ products, tools and research. The Project Director also needs experience in Project Management, specifically Microsoft Office Project, version 2003, and 508 Compliance issues. In addition, he or she should be familiar with AHRQ's Publishing and Communications Guidelines.

(ii) Experience of Other Project Personnel

10 pts

The proposal will be evaluated on the knowledge, skills and experience of other project personnel, expert consultants, and sub-contractors in the following areas: designing and implementing knowledge transfer/implementation strategies and specific interventions; working with AHRQ's target audiences; knowledge of AHRQ's products, tools and research; and (for Task Assignment Project Managers), experience in Project Management, including MS Project, version 2003.

(3) Corporate Experience

15 pts

Proposals will be evaluated on the extent of the offeror's corporate experience in designing and implementing knowledge transfer/implementation strategies. The factors of particular importance include:

- Use of knowledge transfer/implementation theory;
- Level of knowledge and experience with Offeror's identified primary target audiences;
- Consistently attracting and utilizing nationally recognized experts to plan and implement similar projects; and
- Producing actual impact for AHRQ target audiences;

Total Points

100 pts

(4) Past Performance

25 pts

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

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

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

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

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. 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 Contracting Office NO LATER than the closing date and time specified in this solicitation. It is the offeror's responsibility to ensure that these documents are forwarded to the contracting office in a timely manner (see Attachment 6).

(5) Small Disadvantaged Business Participation Plan

5

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

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

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

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

Total Available Points

130

Description of Portfolios

Comparative Effectiveness

The mission of the comparative effectiveness portfolio is to provide health care decisionmakers—including patients, clinicians, purchasers, and policymakers—with up-to-date, evidence-based information about their treatment options to make informed health care decisions.

Prevention and Care Management

The mission of the prevention and care management portfolio is to improve the quality, safety, efficiency, and effectiveness of the delivery of evidence-based preventive services and chronic care management in ambulatory care settings. Portfolio goals include: 1) supporting clinical decisionmaking for preventive services through the generation of new knowledge, synthesis of evidence, and dissemination and implementation of evidence-based recommendations, and 2) developing the evidence base for and implementation of activities to improve primary care and clinical outcomes through health care redesign, clinical-community linkages, self management support, integration of health information technology, and care coordination.

Value

The goal of the value portfolio is to help assure that consumers and patients are served by health care organizations that reduce unnecessary costs (waste) while maintaining or improving quality. This is done by developing measures, data, evidence, tools, and strategies that health care organizations, systems, insurers, purchasers, and policymakers use to reduce unnecessary costs while maintaining or improving quality. Strategies include process redesign, leadership and management strategies, organizational and community-wide quality improvement initiatives, legal and regulatory changes, consumer choice, public reporting, incentives, and payment changes. Also, the portfolio conducts and supports methodological work and modeling to improve data and research, and to facilitate its use for policy and management.

Health Information Technology

This portfolio aims to identify challenges to health information technology (IT) adoption and use, solutions and best practices for making health IT work, and tools that will help hospitals and clinicians successfully incorporate new health IT. Research supported by the portfolio aims to develop evidence and inform policy and practice on how health IT can improve the quality of American health care. Further portfolio goals include making the best evidence and consumer health information available electronically when and where it is needed, and developing secure and private electronic health records.

Patient Safety

This portfolio aims to identify risks and hazards that lead to medical errors and find ways to prevent patient injury associated with delivery of health care. Important goals include: providing information on the scope and impact of medical errors, identifying the root causes of threats to patient safety, and examining effective ways to make system-level changes to help prevent errors. Disseminating and translating research findings and methods to reduce errors are also important. Additionally, the portfolio aims to develop an environment or culture within health care settings that encourages health professionals to share and report information about medical errors and ways to prevent them.

Innovations/Emerging Issues

This portfolio aims to identify and support research that has the potential to lead to significant advances in health care. Research and activities will reflect ideas substantially different from those already being pursued by AHRQ, and will constitute transformative research to solve pressing health care problems.

ATTACHMENT 2

List of KT/Implementation Articles

- Greenhalgh T, et al. Diffusion of innovations in service organizations: a systematic review and recommendations. *The Milbank Quarterly* 2004; 82(4):581-629.
- Schryer-Roy A. Knowledge translation basic theories, approaches and applications. International Development Research Center, October 2005. Available at [http://www.idrc.ca/uploads/user-S/11473620631Knowledge Translation - Basic Theories, Approaches and Applications - May 2006.pdf](http://www.idrc.ca/uploads/user-S/11473620631Knowledge_Translation_-_Basic_Theories,_Approaches_and_Applications_-_May_2006.pdf)

Kitson A, Bisby M. Speeding up the spread: putting KT research into practice and developing an integrated KT collaborative research agenda. The Alberta Foundation for Medical Research, June 2008. Available at <http://www.ahfmr.ab.ca/download.php/fdb47de28f52562a0452b42534d33b39>

ATTACHMENT 3

Sample Impact Case Studies

American Medical Association / AMA Foundation*†

The American Medical Association (AMA) and the AMA Foundation used AHRQ's Evidence Report No. 87, *Literacy and Health Outcomes*, to develop an updated curriculum for the AMA's Health Literacy Train-the-Trainer Program. The program trains teams of physicians to recognize and respond to limited health literacy in their practices with an eye toward building a nationwide force of trainers who, in turn, pass their skills on to other trainers.

Joanne Schwartzberg, MD, Director of Aging and Community Health at AMA and a leading authority on health literacy, says that "the [evidence] report was the seminal work that led to the health literacy interventions that we are now including in our training."

Following the release of the *Literacy and Health Outcomes* Evidence Report, Schwartzberg noted that an increased number of investigators began targeted research on health literacy interventions. This led to a significant increase in the number of publications on health literacy interventions, particularly relating to chronic conditions such as congestive heart failure and diabetes. "I don't think this would have happened without the AHRQ report. It was the groundwork around which many other positive developments came about," Schwartzberg emphasizes.

Early indications suggest that AMA's updated train-the-trainer program is leading to positive changes in behavior throughout physicians' offices. For example, in a follow-up questionnaire completed by program participants, more than 70 percent reported having made changes within 4 to 10 months after taking part in the program. These changes in their clinical practice were aimed at reducing problems related to health literacy.

"In terms of Rogers' Diffusion of Innovation theory," Schwartzberg explains, "We're now at the point where we're moving from the early adopters of these health literacy interventions to the early majority. We started with 11 teams. Now we have 29 trained teams around the country who have trained approximately 30,000 others in health literacy, including physicians from major organizations such as Kaiser Permanente, Aetna, United HealthCare, the American College of Physicians, and the National Patient Safety Foundation, among others."

In addition, the impact of AHRQ's evidence-based report has also reached academic institutions. Based in part on the scientific foundation from AHRQ's report, the AMA Foundation's curricular materials have now been incorporated in approximately 10 medical school educational programs.

Literacy and Health Outcomes, Summary. Evidence Report/Technology: No. 87. January 2004. AHRQ Publication No. 04-E007-2: Agency for Healthcare Research and Quality Rockville, MD.
<http://www.ahrq.gov/clinic/epcsums/litsum.pdf>

###

North Carolina Medicaid*†

Community Care of North Carolina, a Medicaid quality improvement program of the State’s Office of Rural Health, is using U.S. Preventive Services Task Force recommendations in a pilot program. The program is using integrated models of care in which physical and mental health care are being merged in primary care settings.

The State used the Task Force recommendations to develop its database and outcome measures for the project, which is being piloted in several North Carolina communities.

According to Susan Davis, RN, CCM, Network Coordinator, Community Care of Wake and Johnston Counties, “One of the program’s requirements was that any tools or outcomes measured must be evidence-based. Therefore, we used the recommendations specified in AHRQ’s *Guide to Clinical Preventive Services*.”

Elizabeth Tilson, MD, MPH, Medical Director, Community Care of Wake and Johnson Counties, explains, “As some of our data collection points, we are using the Task Force recommendations to follow the activities of the physical health provider integrated into mental health settings.”

The State developed an Access database, using the Task Force recommendations, to collect data on health screenings for each practice. “This also creates a common database and set of expectations across the State,” notes Davis.

Some of the data collected includes the following:

- Blood pressure
- Cholesterol
- Health risk counseling
- Screenings for colorectal, cervical, and breast cancer, HIV, and other conditions
- Three-, six-, and nine-month follow-up screenings and action plans

The pilot program began in the fall of 2007. Health practitioners received copies of the *Guide to Clinical Preventive Services* at the start of the study.

Guide to Clinical Preventive Services, 2007: Recommendations of the U.S. Preventive Services Task Force. AHRQ Publication No. 07-05100, September 2007. Agency for Healthcare Research and Quality, Rockville, MD. <http://www.ahrq.gov/clinic/pocketgd07/>

###

~~~~~

***The State of Minnesota\*†***

The State of Minnesota used the AHRQ Patient Safety Network (<http://psnet.ahrq.gov>) and the AHRQ WebM&M (<http://webmm.ahrq.gov>) to assist in the development and implementation of Minnesota’s Adverse Health Events Reporting Law. Minnesota is the first state in the nation to institute a mandatory adverse health event reporting system as recommended by the Institute of Medicine report, “To Err is Human.”

“We have used AHRQ products to inform our work on the Adverse Health Events Reporting Law. We find the AHRQ WebM&M case studies and analysts’ commentary to be very helpful, particularly when similar events are reported in our system. These cases are also helpful for general guidance on how to approach certain

types of events,” says Diane Rydrych, Assistant Director of the Office of Health Policy, Statistics and Informatics, at the Minnesota Department of Health (MDH).

Passed in 2003 and fully implemented in 2004, Minnesota’s Adverse Health Events Reporting Law requires hospitals and ambulatory surgical centers to report 27 types of “never events,”-- events that are serious, largely preventable, and of concern to both the public and healthcare providers -- as well as the subsequent findings of root-cause analyses and the corrective action plan. The MDH is then charged with tracking adverse events, analyzing corrective action plans, studying trends, and disseminating information about best preventive practices across the state.

Annually, MDH publishes a public report of the adverse events and the corrective actions at each hospital and ambulatory surgical center in Minnesota. The 2006 Annual Report detailed 106 adverse events. Published in February 2006, the Annual Report included AHRQ’s Consumer Web page (<http://www.ahrq.gov/consumer>) as a resource to support consumers in making informed decisions about health care safety and quality.

###

## ATTACHMENT 4

### List of Some of AHRQ's Prevention Products

- Guide to Clinical Preventive Services (recommendations from the U.S. Preventive Services Task Force) as well as individual recommendations of the USPSTF found at <http://www.ahrq.gov/clinic/prevenix.htm>
- Men: Stay Healthy at 50+ Checklist for Your Health (AHRQ Publication No. 08-IP002); Women: Stay Healthy at 50+ Checklist for Your Health (AHRQ Publication No. 08-IP001); and Staying Healthy at 50+ Poster (AHRQ Publication No. 08-IP003-A) Available at <http://www.ahrq.gov/clinic/ppipix.htm#tools> – *Developed with AARP*
- Men: Stay Healthy at Any Age, Your Checklist for Health (AHRQ Publication No. 07-IP006-A) and Women: Stay Healthy at Any Age, Your Checklist for Health (AHRQ Publication No. 07-IP005-A) Available at <http://www.ahrq.gov/clinic/ppipix.htm#tools>
- The *Electronic* Preventive Services Selector (ePSS) Available at <http://epss.ahrq.gov/PDA/index.jsp>
- Superheroes Campaign Available at <http://www.ahrq.gov/superheroes/>
- Real Men Wear Gowns Campaign Available at <http://www.ahrq.gov/realmen/>



| Performance Factor                                                                                                                                                                                                                                                                                                                                                       | Key Performance Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Surveillance Methods                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1. Quality of Products and Services Delivered (cont'd).</b></p> <p>(<u>Note</u>: This performance factor applies to the quality of the substantive KT/implementation products and services delivered, as listed earlier. It does not apply to project work plans, progress reports and other administrative documents, which are covered under other factors.)</p> | <p>g. Logistical activities in support of KT/implementation activities efficiently and effectively support the substantive products. (<u>Note</u>: These include such activities as selecting meeting sites; arranging travel, lodging and meals of participants and presenters; developing and maintaining a registration database, negotiating speaker fees; preparing and distributing program materials; conducting meeting evaluations; and performing participant follow up.)</p> <p>h. Impact case studies provide clear and useful information on the actual use of AHRQ products, tools, or research findings.</p>                                                                                                                                                       |                                                                                                                                       |
| <p><b>2. Timeliness of Products and Services Delivered.</b></p> <p>(<u>Note</u>: This performance factor applies to the timeliness of the substantive products and services listed under Factor 1 above, as well as the timeliness of the monthly activity summary and budget reports, 6-month project reports, and other administrative documents.)</p>                 | <p>a. Final deliverables are submitted on a timely basis, in accordance with schedules specified in the overall contract, individual project task assignments, and written technical directives.</p> <p>b. Interim milestones, including planning documents, draft deliverables, and products in support of internal and external events are met, in accordance with task assignments and written technical directives. (<u>Note</u>: "Written technical directives" refers to both hard copy and electronic documents, including e-mails.)</p> <p>c. Monthly activity and budget reports, semi-annual project reports, invoices, and other administrative documents are submitted on a timely basis, in accordance with schedules specified in the SIW and overall contract.</p> | <p>Review of products and services by PO and other AHRQ staff.</p> <p>Review of products and services by PO and other AHRQ staff.</p> |
| <p><b>3. Financial Project Control.</b></p>                                                                                                                                                                                                                                                                                                                              | <p>a. Budgets submitted in response to project task assignments are clear, complete, and accurate and include the following: (1) breakdown my major activity; (2) labor hours by staff category; (3) direct labor costs; (4) indirect costs; (5) breakdown of ODCs, including consultants; and (6) fee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Review of products and services by PO and other AHRQ staff.</p>                                                                    |



| Performance Factor                                                                                            | Key Performance Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Surveillance Methods                                               |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <p><b>3. Financial Project Control (cont'd).</b></p>                                                          | <p>b. Budgets submitted for project task assignments are consistent with the project work plans and reasonable given the requirements of the project.</p> <p>c. Contractor completes project task assignments within the approved budgets. (Note: Changes in requirements will be taken into account by AHRQ in reviewing this factor.)</p> <p>d. Financial information submitted in conjunction with the monthly budget reports is clear, complete, and accurate; and contains the items specified by the PO.</p> <p>e. Contractor performs the technical work in a cost efficient manner, as evidenced by: (1) appropriate mix of senior, mid-level and junior staff, and technical experts, based on the specific project requirements; (2) provision of practical and economical technical solutions that meet project needs and do not contain unnecessary and costly features; and (3) sound quality control and attention to detail to minimize the number of re-writes.</p> <p>f. Contractor alerts the PO promptly if project task assignment costs are going to exceed the budget, and provides a clear and reasonable justification.</p> | <p>Review of products and services by PO and other AHRQ staff.</p> |
| <p><b>4. Technical Project Control, Including Working with OCKT Project Officer and other AHRQ Staff.</b></p> | <p>a. Contractor's Phase-In Plan is clear, complete and useful in describing how they will recruit and provide the necessary qualified staff, assume responsibilities for transitioned task assignments, and implement the necessary administrative procedures to manage the contract effectively.</p> <p>b. Within 1 month, the Contractor has accomplished the Phase-In effectively, as demonstrated by providing the necessary qualified staff, assuming responsibilities for transitioned task assignments, and implementing the necessary administrative procedures to manage the contract effectively. Contractor keeps the PO well informed on the status of Phase-in activities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Review of products and services by PO and other AHRQ staff.</p> |



| Performance Factor                                                                                                        | Key Performance Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Surveillance Methods                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>4. Technical Project Control, Including Working with OCKT Project Officer and other AHRQ Staff (continued).</b></p> | <p>(Note: When a response is required by a specific time, AHRQ staff will so indicate in e-mails or voice messages. If no response time is indicated, the response should be provided in an appropriate amount of time, given the message content. If the Contractor questions the requested response time, he/she should contact the AHRQ staff person to establish a mutually acceptable time.)</p> <p>k. Contractor is pro-active with respect to (1) proposing innovative KT/implementation methods to effectively meet the needs of the target audiences; and (2) presenting options with the associated advantages and disadvantages, where a range of viable approaches is available.</p> <p>l. Contractor practices inclusiveness and collaboration with respect to (1) keeping the PO and other AHRQ staff informed of project progress and methodological and other issues and problems; and (2) providing the PO and other AHRQ staff the opportunity to brainstorm with them on technical options and complex issues, as appropriate.</p> <p>m. Contractor employs an effective quality control system, as demonstrated by (1) ongoing documentation and review of problems that occur; (2) a process to ensure that problems are adequately addressed and resolved; and (3) sound quality control of deliverables with respect to accuracy and completeness of content, compliance with SOW and individual task requirements, and editorial accuracy.</p> | <p>Review of products and services by PO and other AHRQ staff.</p>                                                                  |
| <p><b>5. Appropriateness and Technical Excellence of Project Staff</b></p>                                                | <p>a. Contractor's task assignment project managers demonstrate and continue to build strong knowledge, skills and experience in the following areas:</p> <p>(1) designing and implementing KT/implementation strategies and specific interventions;</p> <p>(2) working with AHRQ target audiences (clinical decisionmakers, health care system decisionmakers, purchasers/business decisionmakers, public policy decisionmakers, and consumers/patients;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Review of products and services and Contractor staff and consultant capabilities and performance by PO and other AHRQ staff.</p> |

| Performance Factor                                                                   | Key Performance Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Surveillance Methods                                                                                                                |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>5. Appropriateness and Technical Excellence of Project Staff (cont'd).</b></p> | <p>(3) understanding AHRQ's mission. products, tools and research;<br/> (4) understanding health services research, evidence based-medicine, and general health policy issues;<br/> (5) working on issues relevant to AHRQ stakeholder groups;<br/> (6) project management, including MS Project; and<br/> (7) Section 508 requirements.</p> <p>b. Other Contractor staff, including in-house staff and expert consultants, collectively demonstrate and continue to build strong knowledge, skills and experience in the following areas:<br/> (1) designing and implementing KT/implementation strategies and specific interventions;<br/> (2) working with AHRQ target audiences (clinical decisionmakers, health care system decisionmakers, purchasers/business decisionmakers, public policy decisionmakers, and consumers/patients);<br/> (3) understanding AHRQ's mission. products, tools and research;<br/> (4) understanding health services research, evidence based-medicine, and general health policy issues;<br/> (5) working on issues relevant to AHRQ stakeholder groups;<br/> (6) project management, including MS Project; and<br/> (7) Section 508 requirements.</p> <p>c. Contractor provides the appropriate mix of staff capabilities on individual task assignments, based on the particular requirements of the project. Contractor staff assigned (including in-house staff and expert consultants) demonstrates strong knowledge, skills and experience with respect to the (1) subject matter; (2) target audience(s); (3) KT/implementation methods; and (4) facilitation methods appropriate for the requirements of the particular project.</p> <p>d. Contractor staff interacts effectively with AHRQ staff, other Federal staff, other contractors' staff, and personnel of target audiences.</p> | <p>Review of products and services and Contractor staff and consultant capabilities and performance by PO and other AHRQ staff.</p> |

**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-09-10021**, entitled “**Knowledge Transfer (KT)/Implementation**” Past performance is an important part of the evaluation criteria for this acquisition therefore, 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 Linda Simpson, the AHRQ Contract Specialist, and is NOT to be disclosed to the offeror either verbally or in writing.** Please provide an honest assessment and return (via fax) to AHRQ at the address shown below, no later than **June 15, 2009, 12 noon EST**

Agency for Healthcare Research and Quality  
Division of Contracts Management  
Attn: Linda Simpson, Contract Specialist  
540 Gaither Road, Suite 4315  
Rockville, Maryland 20850

FAX: (301) 427-1740

If you have any questions, please contact the Contract Specialist via e-mail at [Linda.Simpson@ahrq.hhs.gov](mailto:Linda.Simpson@ahrq.hhs.gov).

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE RATING**

Ratings: Summarize performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. An explanation of rating scale is provided with this attachment.

|                               |          |                            |
|-------------------------------|----------|----------------------------|
| Quality of Product or Service | Comments | 0<br>1<br>2<br>3<br>4<br>5 |
| Cost Control                  | Comments | 0<br>1<br>2<br>3<br>4<br>5 |
| Timeliness of Performance     | Comments | 0<br>1<br>2<br>3<br>4<br>5 |
| Business Relations            | Comments | 0<br>1<br>2<br>3<br>4<br>5 |
|                               |          |                            |

Customer Satisfaction - Is/was the organization committed to customer satisfaction?

Yes  No ;

Would you use this organization again?  Yes  No

Reason:

**NAME OF EVALUATOR:** \_\_\_\_\_  
(Please Print)

**TITLE OF EVALUATOR:** \_\_\_\_\_

**SIGNATURE OF EVALUATOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MAILING ADDRESS: Include name of organization/ federal agency**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**E-MAIL :** \_\_\_\_\_

**Rating Guidelines:** Summarize 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.

|                  | <b>Quality</b>                                                                                                                                       | <b>Cost Control</b>                                                                                                                                                                                                                                         | <b>Timeliness of Performance</b>                                                                                                                                                                                                                 | <b>Business Relation</b>                                                                                                                                                                                                                                                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <ul style="list-style-type: none"> <li>-Compliance with project requirements</li> <li>-Accuracy of reports</li> <li>-Technical excellence</li> </ul> | <ul style="list-style-type: none"> <li>-Within budget(over/under target costs)</li> <li>-Current, accurate, and complete billings</li> <li>-Relationship of negotiated costs to actual</li> <li>-Cost efficiencies</li> <li>-Change orders issue</li> </ul> | <ul style="list-style-type: none"> <li>-Met interim milestones</li> <li>-Reliable</li> <li>-Responsive to technical direction</li> <li>-Completed on time, including wrap-up and project adm</li> <li>-No liquidated damages assessed</li> </ul> | <ul style="list-style-type: none"> <li>-Effective management</li> <li>-Businesslike correspondence</li> <li>-Responsive to project requirements</li> <li>-Prompt notification of problems</li> <li>- Reasonable/cooperative</li> <li>-Flexible</li> <li>-Pro-active</li> <li>-Effective small/small disadvantaged business sub-contracting program</li> </ul> |
| 0-unsatisfactory | Nonconformances are jeopardizing the achievement of project requirements, despite use of Agency resources                                            | Ability to manage cost issues is jeopardizing performance of project requirements, despite use of Agency resources                                                                                                                                          | Delays are jeopardizing the achievement of project 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 project requirements                                                     | Ability to manage cost issues requires major Agency resources to ensure achievement of project requirements                                                                                                                                                 | Delays require major Agency resources to ensure achievement of project requirements                                                                                                                                                              | Response to inquiries, technical/service/administrative issues is marginally effective                                                                                                                                                                                                                                                                        |



|             |                                                                                                  |                                                                                                             |                                                                                     |                                                                                      |
|-------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 2-Fair      | Overall compliance requires minor Agency resources to ensure achievement of project requirements | Ability to manage cost issues requires minor Agency resources to ensure achievement of project requirements | Delays require minor Agency resources to ensure achievement of project requirements | Response to inquiries, technical/service/administrative issues is somewhat effective |
| 3-Good      | Overall compliance does not impact achievement of project requirements                           | Management of cost issues does not impact achievement of project requirements                               | Delays do not impact achievement of project 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 organization 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 organization performance clearly exceeds the performance levels described as "Excellent."

**Contractor Performance Form**

1. Name of Organization: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Contract/Grant Number (if relevant): \_\_\_\_\_
4. Contract/Grant Value (Base Plus Options) (if relevant): \_\_\_\_\_
5. Contract/Grant Award or Project Beginning Date: \_\_\_\_\_
6. Contract/Grant/Project Completion Date: \_\_\_\_\_
7. Type of Contract/Grant/Project: (Check all that apply)  FP  FPI  FP-EPA  
 Award Fee  CPFF-Completion  CPFF-Term  CPIF  CPAF  
 IO/IQ  BOA  Requirements  Labor-Hour  T&M  SBSA  
 8(a)  SBIR  Sealed Bid  Negotiated  Competitive  Non-Competitive  
 Other \_\_\_\_\_
8. Description of Requirement:

**OFFICE OF SMALL AND DISADVANTAGED BUSINESS UTILIZATION  
SMALL BUSINESS SUBCONTRACTING PLAN**

Web Site for Small Business Subcontracting Plan is:

<http://www.hhs.gov/osdbu/read/SampleSubcontractingPlan.doc>

HHS Operating Division (OPDIV): \_\_\_\_\_

DATE OF PLAN: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DUNN & BRADSTREET NUMBER: \_\_\_\_\_

SOLICITATION OR CONTRACT NUMBER: \_\_\_\_\_

ITEM/SERVICE (Description):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NEW/INITIAL CONTRACT**

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

Base \$ \_\_\_\_\_ Performance Period/Quantity \_\_\_\_\_

Option 1: \$ \_\_\_\_\_ Performance Period/Quantity \_\_\_\_\_

Option 2: \$ \_\_\_\_\_ Performance Period/Quantity \_\_\_\_\_

Option 3: \$ \_\_\_\_\_ Performance Period/Quantity \_\_\_\_\_

Option 4: \$ \_\_\_\_\_ Performance Period/Quantity \_\_\_\_\_

\$ \_\_\_\_\_ Total Contract Cost

**CONTRACT MODIFICATION** (if applicable)

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

|               |          |                              |       |
|---------------|----------|------------------------------|-------|
| Original/Base | \$ _____ | Performance Period/Quantity  | _____ |
| Modification  | \$ _____ | Performance Period/Quantity  | _____ |
| Task Order    | \$ _____ | Performance Period/Quantity  | _____ |
|               | \$ _____ | Modified Total Contract Cost |       |

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. **It is not intended to replace any existing corporate/commercial plan that is more extensive.**

Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.

**If assistance is needed to locate small business sources**, contact the OPDIV Small Business Specialist (SBS) at (\_\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_, the Office of Small and Disadvantage Business Utilization (OSDBU) at (202) 690-7300, or visit the OSDBU website (<http://www.hhs.gov/osdbu/staff.html>). Also, sources may be obtained through the Central Contractor Registration (<http://www.ccr.gov/>) website.

Please note that the U.S. Department of Health and Human Services (HHS) has subcontracting goals of \_\_\_\_% for small business, including Alaska Native Corporations (ANC) and Indian Tribes (hereafter referred to as SB), \_\_\_\_% for small disadvantaged business, including Alaska Native Corporations (ANC) and Indian Tribes (hereafter referred to as SDB), \_\_\_\_% for women-owned business and economically disadvantaged women-owned business (hereafter referred to as WOSB), \_\_\_\_% for HubZone business (HUBZone) and \_\_\_\_ service disabled veteran-owned small business (SDVOSB) concerns for fiscal year \_\_\_\_\_. For this procurement, HHS expects all proposed subcontracting plans to contain the following small business goals, a minimum, \_\_\_\_% for total SB, \_\_\_\_% for SDB, \_\_\_\_% for WOSB, \_\_\_\_% for HubZone and \_\_\_\_% for SDVOSB concerns. These percentages shall be expressed as percentages of the total estimated subcontracting dollars. **The offeror is required to include an explanation for a category that has zero as a goal.**

**1. Type of Plan (check one)**

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

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

\_\_\_\_\_ **Commercial products/service plan** (goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts) this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror's fiscal year. **The contractor must provide a copy of the initial agency approval and must enter an annual SSR into the electronic Subcontracting Reporting System (eSRS) with a breakout of subcontracting prorated for HHS and other Federal agencies.**

## 2. Goals

Below indicate the dollar and percentage goals for Small Business, including Alaska Native Corporations and Indian Tribes (SB), Small Disadvantaged (SDB), Woman-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Service-Disabled Veteran-owned (SDVOSB) small businesses and "Other than small business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans.

- a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \_\_\_\_\_ (Base Year).

FY \_\_\_1<sup>st</sup> Option    FY \_\_\_2<sup>nd</sup> Option    FY \_\_\_3<sup>rd</sup> Option    FY \_\_\_4<sup>th</sup> Option  
 \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

- b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBz and SDVOSB): (% of "a")  
 \$ \_\_\_\_\_ and \_\_\_\_\_% (Base Year)

FY \_\_\_1<sup>st</sup> Option    FY \_\_\_2<sup>nd</sup> Option    FY \_\_\_3<sup>rd</sup> Option    FY \_\_\_4<sup>th</sup> Option  
 \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_% (Base Year).

FY \_\_\_1<sup>st</sup> Option    FY \_\_\_2<sup>nd</sup> Option    FY \_\_\_3<sup>rd</sup> Option    FY \_\_\_4<sup>th</sup> Option  
 \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_% (Base Year)

FY \_\_\_1<sup>st</sup> Option    FY \_\_\_2<sup>nd</sup> Option    FY \_\_\_3<sup>rd</sup> Option    FY \_\_\_4<sup>th</sup> Option  
 \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES:

(% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_% (Base Year)

FY \_\_\_1<sup>st</sup> Option    FY \_\_\_2<sup>nd</sup> Option    FY \_\_\_3<sup>rd</sup> Option    FY \_\_\_4<sup>th</sup> Option

\$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

f. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_% (Base Year)

FY \_\_\_1<sup>st</sup> Option    FY \_\_\_2<sup>nd</sup> Option    FY \_\_\_3<sup>rd</sup> Option    FY \_\_\_4<sup>th</sup> Option

\$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

g. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES"

(% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_% (Base Year)

FY \_\_\_1<sup>st</sup> Option    FY \_\_\_2<sup>nd</sup> Option    FY \_\_\_3<sup>rd</sup> Option    FY \_\_\_4<sup>th</sup> Option

\$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

**Notes:**

1. Federal prime contract goals are:

SB equals \_\_\_\_%; SDB equals \_\_\_\_%; WOSB equals \_\_\_\_%; HUBZone equals\_\_\_\_; and SDVOSB equals \_\_\_\_% may serve as objectives for subcontracting goal development.

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

3. If any contract has more four options, please attach additional sheets showing dollar amounts and percentages.

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

| Products and/or Services | Other | Small Business | SDB | WOSB | Hubz | SDVOSB |
|--------------------------|-------|----------------|-----|------|------|--------|
| 1                        |       |                |     |      |      |        |
| 2                        |       |                |     |      |      |        |
| 3                        |       |                |     |      |      |        |
| 4                        |       |                |     |      |      |        |
| 5                        |       |                |     |      |      |        |
| 6                        |       |                |     |      |      |        |
| 7                        |       |                |     |      |      |        |
| 8                        |       |                |     |      |      |        |
| 9                        |       |                |     |      |      |        |
| 10                       |       |                |     |      |      |        |

i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

---



---

j. Indirect costs have \_\_\_\_ have not \_\_\_\_ been included in the dollar and percentage subcontracting goals above (check one).

k. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone and SDVOSB concerns:

---



---

### 3. Program Administrator:

NAME/TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**Duties:** Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? (If NO is checked, please who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing. \_\_\_ yes \_\_\_ no
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone and SDVOSB concerns from all possible sources; \_\_\_\_\_ yes \_\_\_\_\_ no
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists; \_\_\_ yes \_\_\_ no
- d. Assuring that SB, SDB, WOSB, HUBZONE and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing. \_\_\_\_\_ yes \_\_\_\_\_ no
- e. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone and SDVOSB concerns. \_\_\_\_\_ yes \_\_\_\_\_ no
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, Hubz and SDVOSB small business participation. \_\_\_\_\_ yes \_\_\_\_\_ no
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone and SDVOSB concerns to include the Central Contractor Registration (<http://www.ccr.gov/>), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; \_\_\_ yes \_\_\_ no



- h. Establishing and maintaining contract and subcontract award records;  
\_\_\_\_\_ yes \_\_\_\_\_ no
- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; \_\_\_\_\_ yes \_\_\_\_\_ no
- j. Ensuring that SB, SDB, WOSB, HUBZone and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; \_\_\_\_\_ yes \_\_\_\_\_ no
- k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; \_\_\_\_\_ yes \_\_\_\_\_ no
- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;  
\_\_\_\_\_ yes \_\_\_\_\_ no
- m. Preparing and submitting timely, required subcontract reports;  
\_\_\_\_\_ yes \_\_\_\_\_ no
- n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures; \_\_\_\_\_ yes \_\_\_\_\_ no
- o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and \_\_\_\_\_ yes \_\_\_\_\_ no
- p. Other duties: \_\_\_\_\_

#### 4. Equitable Opportunity

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

- a. Outreach efforts to obtain sources:
  - 1. Contact minority and small business trade associations; 2) contact business development organizations and local chambers of commerce; 3) attend SB, SDB, WOSB, HUBZone and SDVOSB procurement conferences and trade fairs; 4) review sources from the Central Contractor Registration (<http://www.ccr.gov/>); 5) review sources from the Small Business Administration (SBA), Central Contractor Registration (CCR); 6) Consider using other sources such as the National Institutes of Health (NIH) e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-PIC is not a mandatory source; however, it may be used at the offeror's discretion; and 7) Utilize newspaper and magazine ads to encourage new sources.

b. Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs;
2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
3. Monitor activities to evaluate compliance with the subcontracting plan.

Additional efforts:

---

---

## 5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." **Note:** In accordance with FAR 52.212-5(e) and 52.244-6(c) the contractor is not required to include flow-down clause FAR 52.219.-9 if it is subcontracting commercial items.

## 6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); and (4) ensuring that subcontractors agree to submit ISRs and SSRs. **The ISR and SSR shall be submitted via the Electronic Subcontracting Reporting System (eSRS) website [https://esrs.symplicity.com/index?\\_tab=signin&cck=1](https://esrs.symplicity.com/index?_tab=signin&cck=1)**

| Reporting Period    | Report Due | Due Date                 |
|---------------------|------------|--------------------------|
| Oct 1 - Mar 31      | ISR        | 4/30                     |
| Apr 1 - Sept 30     | ISR        | 10/30                    |
| Oct 1 - Sept 30     | SSR        | 10/30                    |
| Contract Completion | OF 312     | 30 days after completion |

See FAR 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30.

- a. Submit ISR (bi-annually) for the awarding Contracting Officer's review and acceptance via the eSRS website.
- b. Currently, SSR (annually) must be submitted for the HHS eSRS Agency Coordinator review and acceptance via the eSRS website. (**Note:** Log onto the OSDDBU website to view the HHS Agency Coordinator contact information (<http://www.hhs.gov/osdbu/staff.html>).

**Note: Due to the nature and complexity of many HHS contracts, the contractor may not be required to submit its subcontracting reports through the eSRS. The HHS Agency Coordinator will confirm the contractor's submission requirements. If the contractor's is required to submit paper copies, it will submit a copy to the HHS Agency Coordinator, the Contracting Officer and the appropriate SBA Commercial Market representative.**

## 7. Record keeping

FAR 19.704(a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone and SDVOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone and SDVOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards;
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a *contract – by – contract basis* for company or division-wide commercial plans.)

- g. Other records to support your compliance with the subcontracting plan: (Please describe)

---

---

### 8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, 8(a), SDB, women-owned small business, HubZone and service disabled veteran-owned small business concerns.

Your company has established and used such procedures: \_\_\_\_\_ yes \_\_\_\_\_ no

### 9. Description of Good Faith Effort

Maximum practicable utilization of small, 8(a), small disadvantaged, woman-owned, HubZone small and service disabled veteran owned concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. **When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor.** In order to demonstrate your compliance with a good faith effort to achieve the small, SDB, WOSB, HubZone and SDVOSB small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting official prior to approval of the plan.

---

---

---

---

---

---

**SIGNATURE PAGE**

Signatures Required:

**This subcontracting plan was submitted by:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**This plan was reviewed by:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: Contracting Officer Date: \_\_\_\_\_

**This plan was reviewed by:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: Small Business Specialist (SBS) Date: \_\_\_\_\_

**This plan was reviewed by:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: Small Business Administration Procurement Center Representative

Date: \_\_\_\_\_

**Is Accepted By:**

OPDIV: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSAL INTENT RESPONSE SHEET**

**RFP No. AHRQ-2009-10021**

Please review the attached request for proposal. Furnish the information requested below and return this page by May 22, 2009. Your expression of intent is not binding but will greatly assist us in planning for the proposal evaluation.

INTEND TO SUBMIT A PROPOSAL

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

---

---

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 TEAMING/SUBCONTRACTING OPPORTUNITIES. (\*MUST INCLUDE AUTHORIZED SIGNATURE)

COMPANY/INSTITUTION NAME & ADDRESS:

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

TYPED/PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE DO NOT RELEASE THE CONTACT INFORMATION.

---

---

Please mail to: Agency for Healthcare Research and Quality  
Division of Contracts Management  
Attn: Linda Simpson, Contract Specialist  
540 Gaither Road, Suite 4315  
Rockville, Maryland 20850

Or Fax To: Fax No. 301-427-1740