

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

Request for Proposal  
No. AHRQ-04-0005

Date Issued: March 15, 2004  
Date Due: May 17, 2004  
Time Due: 1:00 p.m. local time

Ladies and Gentlemen:

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-04-0005, entitled "Data Management and Computer Programming Support." Proposals are being solicited on a **Full and Open basis** for a five year contract to provide timely and efficient data base management, computer programming including econometric analysis, microsimulation modeling, production of complex survey design estimates, and analytical statistics from large administrative databases, computer-related consulting and technical assistance, web support, public use file production, and analysis activities for AHRQ.

Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

A Cost Reimbursement type contract is contemplated for a period of 5 years. **It is anticipated that the cost per year shall not exceed \$5.2 million including any escalation factors applied.**

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

Offerors shall submit the following:

- A. Technical Proposal (See Section L.8) – **Original, 5 copies and an electronic copy on disk or CD in Word or WordPerfect**
- B. Past Performance Information (See Section L.9) - **Original and 2 copies**
- C. Small Disadvantaged Business Participation Plan (See Section L.10) – **Original and 2 copies**
- D. Business Proposal (See Section L.11) - **Original and 2 copies**

Your technical proposal must be concisely written and should be limited to **200 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., resume, etc., see Section L.8 for additional details). This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis for rejection of your proposal.

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

**YOUR ATTENTION IS CALLED TO THE LATE PROPOSAL PROVISIONS PROVIDED IN SECTION L.3 OF THIS RFP. YOUR ATTENTION IS ALSO DIRECTED TO THE TECHNICAL PROPOSAL INSTRUCTIONS PROVIDED IN SECTION L.8 OF THE SOLICITATION.**

Questions regarding this solicitation shall be received in this office no later than **April 2, 2004** (See Section L.6). Your questions should be submitted to the attention of Darryl Grant, Contracting Officer, Agency for Healthcare Research and Quality, 540 Gaither Road, Rockville, Maryland 20850 and the envelope should be marked "Proposal Questions RFP No. AHRQ-04-0005." **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 **1:00 p.m.**, local prevailing time, on **May 17, 2004**. Your proposal must be mailed to the following address:

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

Hand carried proposals may be dropped off at the above location. **However, please allow ample time as proposals can not 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 Mr. Darryl Grant, (301) 427-1785.

Sincerely,

Darryl Grant  
Contracting Officer, Contracts Management

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**SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

“Data Management and Computer Programming Support.” See Section C for a complete description.

**B.2 ESTIMATED COST AND FIXED FEE**

- a. The estimated cost (exclusive of fixed fee) of this five (5) year contract is \$\_\_\_\_\_.
- b. The fixed fee for this contract is \$\_\_\_\_\_. The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the Clauses ALLOWABLE COST AND PAYMENT and FIXED FEE incorporated herein.
- c. The Government’s obligation, represented by the sum of the estimated cost plus fixed fee, is \$\_\_\_\_\_. The following is the total estimated cost plus fixed fee broken down by Year:

	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Year 4	\$ _____	\$ _____	\$ _____
Year 5	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

- d. Total funds currently available for payment and allotted to this contract are \$\_\_\_\_\_ of which \$\_\_\_\_\_ represents the estimated costs, and \$\_\_\_\_\_ represents the fixed fee.
- e. It is estimated that the amount currently allotted will cover performance of the contract through \_\_\_\_\_.
- f. 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 Funds and the Allowable Cost and Payment (and Fixed Fee) clauses incorporated into the contract.

### **B.3 PROVISIONS APPLICABLE TO DIRECT COSTS**

#### **a. Items Unallowable Unless Otherwise Provided**

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

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

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

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

## SECTION C

### DESCRIPTION/SPECIFICATION/WORK STATEMENT

#### C.1 Background Information

C.1.1 The Agency for Healthcare Research and Quality (AHRQ) conducts research and provides information on a number of critical issues related to national healthcare research and quality which are of particular interest to government agencies, legislative bodies, health policy makers and other health professionals concerned with health care utilization, patient outcomes, quality, patient safety, expenditures, insurance coverage and components of primary care. The research is primarily based on the Medical Expenditure Panel Survey (MEPS), now an annual survey, its predecessor decennial surveys, and the Healthcare Cost and Utilization Project (HCUP). Other research topics include health care quality and patient-based outcomes. Data for these analyses are based on a variety of survey data, administrative and medical records, clinical trials data, pharmaceuticals and prescription drug data, as well as patient-based outcomes and health-related quality-of-life (HRQL) assessment data sets including, but not limited to, the Consumer Assessment of Health Plans Survey (CAHPS), the Medicare and Medicaid administrative, assessment and survey data (e.g., Health Outcomes Survey, Nursing Home Minimum Data Set (MDS), Medicare QIO (formerly known as PRO) data, and the Medicare Current Beneficiary Survey (MCBS)), other federal and state government health system and related data (e.g., VA, DoD and HRSA health system data, CDC surveys such as NHIS, NHANES, BRFSS, SLAITS), and commercially available health data (e.g., MEDSTAT and NCQA Quality Compass) .

AHRQ also has a congressional mandate to produce annual reports to the nation on health care quality and disparities in health care. The first reports were released in fall of 2003. Both of these reports use many of the same databases above to produce their analyses but may utilize other databases (e.g., the Commonwealth Fund Health Care Quality Survey) in an effort to provide as comprehensive a picture as possible on these issues to policymakers.

#### C.1.2 MEPS

The MEPS project, which is housed in the Center for Financing, Access, and Cost Trends (CFACT), provides the Executive Branch, the Department of Health and Human Services, and the Congress with up-to-date national estimates of use and expenditures for health care services and health insurance coverage. MEPS data have also been used extensively to estimate the costs of various health care reform proposals and as the basis for numerous peer-reviewed articles in the fields of health economics, sociology, demography, and health services research.

MEPS comprises three component surveys: the Household Component (HC), the Medical Provider Component (MPC), and the Insurance Component (IC). The HC is the core survey. It is a rotating panel survey of households. The goal of the HC is to provide nationally representative estimates of health care use, expenditures, sources of payment, and insurance

coverage for the U.S. civilian noninstitutionalized population. The MPC is a follow-back survey of providers seen by HC families. The IC is a survey of employment establishments. A small portion of the IC comprises jobs held by HC families. The largest portion of the IC is a stratified sample of establishments. Together these surveys yield comprehensive data that provide national estimates of the level and distribution of health care use and expenditures, support health services research, and can be used to assess health care policy implications.

MEPS is the third in a series of national probability surveys conducted by AHRQ and its predecessor agency the Agency for Health Care Policy and Research (AHCPR). The National Medical Care Expenditure Survey (NMCES) was conducted in 1977, the National Medical Expenditure Survey (NMES) in 1987. Beginning in 1996, MEPS continues this series with design enhancements and efficiencies that provide a more current data resource to capture the changing dynamics of the health care delivery and insurance system.

The design efficiencies incorporated into MEPS are in accordance with the Department of Health and Human Services (DHHS) Survey Integration Plan of June 1995, which focused on consolidating DHHS surveys, achieving cost efficiencies, reducing respondent burden, and enhancing analytical capacities. To accommodate these goals, MEPS design features include linkage with the National Health Interview Survey (NHIS), from which the sampling frame for the MEPS HC is drawn, and continuous longitudinal data collection for core survey components. The MEPS HC selects a sample of NHIS respondents and collects five rounds of additional data on their health care utilization, charges, payments, health insurance coverage, health status, access to care, health conditions, demographic characteristics, income and employment. MEPS HC links these data with additional information collected from the respondents' medical providers, employers, and insurance providers.

All MEPS data are collected under the authority of the Public Health Service Act. They are edited and published in accordance with the confidentiality provisions of this act and the Privacy Act. NCHS provides consultation and technical assistance. For additional information about MEPS including sample design, sample size, and questionnaires see the MEPS web site at: <http://www.meps.ahrq.gov>.

### C.1.3 MEPS Data Files

Since 1996, the annual MEPS HC operational database consists of approximately 60 files organized in a hierarchical structure, and comprises files at many different levels of observation (e.g., medical event, health condition, job) containing information related to the demographic characteristics, health and medical care utilization and expenditures of sampled individuals. Currently, data from 1996-2002 on MEPS is being analyzed. In addition, the database contains files for each round or phase of data collection, and final composite yearly files. There are also parallel household survey databases with similar sets of files for the 1987 National Medical Expenditure Survey (NMES) and the 1977 National Medical Care Expenditure Survey (NMCES). These data are often used in conjunction with MEPS data for studies of changes in health insurance coverage and health care utilization and spending over time, as well as other types of comparisons as the need arises. Finally, there are secondary and other additional data to supplement the main MEPS data, including Medicare claims and

eligibility files, and the Area Resource File (ARF).

The 1996 MEPS Nursing Home Component (NHC) contains 70 different files containing data for a sample of nursing homes and residents within those nursing homes. There are files for the sampled nursing home, files for the transfer nursing homes, and files with information specific to each unit within the nursing home. For each person there are files covering location throughout the survey year; institutional use and expenditure files for each bill, for each NH, for each round of data collection; files for other medical provider use (e.g. physician use); files of monthly prescribed medicine use; files containing information on potential and actual care givers; and numerous person level files. Similar data are utilized from the 1987 National Medical Expenditure Survey, Institutional Population Component (another 90 files).

The Medical Provider Component (MPC) database consists of four separate files containing information on hospitals, office-based physicians, home health agencies and institutional care providers. Within the home health files are separate subfiles for health and non-medical care providers. Each segment file within the MPC database contains information on each visit for each sampled person-provider pair, including dates of visits, diagnoses and procedure codes, charges for each type of service and payments made by each source. The 1996 MPC database contains information from approximately 3,600 hospitals, 16,000 office-based physicians, and 400 home health agencies.

The household component of the IC database consists of an establishment level, a plan level and a person-level file. Each record in these three files has a 17-character control number which can link the individual records to each other. Variables from the person-level data for linkage to the MEPS HC are included. Additionally, there will be files containing remarks from all questionnaires, information on out-of-scope, out-of-business, and complete nonresponse cases, household person cases not included in the MEPS IC sample and Federal Government data keyed from abstracted booklets. The household portion of the MEPS IC database contains information for establishments identified by persons responding to the MEPS HC.

Additional MEPS files will include sampling weights for each component of the survey, geographic identifiers, and secondary data files, such as the Area Resource File, along with the linkages that allow these files to be linked to the core MEPS files. Secondary databases are often used as a source for benchmarking national estimates made with the MEPS data. Benchmarking tasks have involved, for example, use of the Current Population Survey (CPS), the National Health Interview Survey (NHIS), the National Nursing Home Survey (NNHS), The National Ambulatory Medical Care Survey (NAMCS), the Medicare Current Beneficiary Survey (MCBS), and the Survey of Income and Program Participation (SIPP).

Finally, because of the 2 year overlapping panel design of the MEPS, the data can be used in a longitudinal manner to track individual respondents over 2 years, or pooled to increase sample size. The MEPS has been operational in every year since 1996, and the contractor will be responsible for working with all MEPS data from all years, including all data from MEPS predecessor surveys (NMES and NMCES) and associated secondary data files.

#### C.1.4 HCUP

The Healthcare Cost and Utilization Project (HCUP) is a Federal-State-industry partnership in health care data, which is housed in the Center for Delivery, Organization and Markets (CDOM). HCUP's objectives are to (1) obtain data from statewide information sources, (2) design and develop multi-state, longitudinal health care databases for health services research and health policy analysis, and (3) make these data available to a broad set of public and private users. These uniform data make possible studies of health care delivery and outcomes at the national, regional, state and local community levels across time. Studies include comparisons of health care delivery across communities, the effects of markets on hospitals and the care they provide, variations in medical practice, the effectiveness of medical technology and treatments, and the use of services by special populations.

HCUP includes numerous databases for health services research, and currently includes 14 years of data for 1988-2001. Data collection continues, and forward years of data are expected. HCUP databases contain patient-level information for inpatient and outpatient encounters in a uniform format which protect patient and physician privacy. The Nationwide Inpatient Sample (NIS) includes inpatient data (on approximately 6.5 million discharges per year) from a national sample of about 900 hospitals. The NIS contains clinical and resource use variables usually found on typical discharge abstracts, with safeguards to protect the privacy of individual patients, physicians and hospitals. The NIS includes weights to produce national and regional estimates for participating states. The NIS also includes hospital identifiers which link to the American Hospital Association's Survey of Hospitals, and county identifiers which link to the Area Resource File. The NIS excludes data elements that could directly or indirectly identify individuals.

The State Inpatient Database (SID) covers inpatient care in community hospitals in more than 30 states that represent ~80% of all U.S. hospital discharges. SID data include all inpatient stays in all community hospitals for all payers. The SID contains patient-level clinical and resource use information included in a typical discharge abstract and can be linked to the American Hospital Association Annual Survey, to the Area Resource File, and to the Medicare Cost Reports. These data are useful for analyses that can only be conducted with a complete census of hospitals and their discharges, such as studies of hospital market area, access to care, small area variations, and the effects of competition on hospital outcomes and behavior.

The State Outpatient Data currently includes ambulatory surgery data from 18 states, and Emergency Department data from 9 states. These data sources are also expected to continue to grow. Ambulatory surgery data include all ambulatory stays from hospital-based and free-standing surgery centers in the participating states. The patient-level data is similar to that in the SID database, and similarly can be linked to the American Hospital Association Annual Survey, and to the Area Resource File. These data provide for studies that focus on the ambulatory delivery of care, and the effects of clinical, demographic, provider and payer characteristics on same-day surgery practice patterns. Emergency department data include all encounters in the emergency rooms for all community hospitals in the participating states. The patient-level data is similar to that of the SID, and can be linked to the AHA and ARF.

These data provide for studies that focus on the deliver of care in hospitals' emergency departments.

All of the HCUP data are available in ASCII or SAS format. They are maintained on password protected CDs in secured areas at AHRQ and contractor sites.

#### C.1.5 HCUP Data Files

The physical format of the HCUP data files has changed across the multiple years of data. Prior to the 1998 data year, the NIS was contained on a 6 CD set in ASCII format. A number of files were arranged across the 6 CDs. Three Core files include all clinical and demographic data elements for each observation. Diagnoses and procedures are organized as two normalized files. There are also two, non-overlapping 10% subsample core files, a hospital weights files for producing national and regional estimates, and electronic documentation. Beginning with the 1998 data year and forward, the NIS is organized onto two CDs. The first CD contains the full inpatient core file for 100% of the observations, two 10% non-overlapping subsamples and the hospital weights file. The second CD includes complete electronic documentation.

The SID and outpatient databases' file structure has also changed over the life of the project. Prior to the 1998 data year, each data year was split into multiple files: 1) a core file which contained the more common data elements; 2) the state-specific or supplemental files, which included data elements more unique to a given state; 3) the AHA linkage files; and 4) the data development files, which include the most sensitive data elements, such as full dates and zip codes. Beginning with the 1998 data year, the files are arranged in to Core data elements, which include all data elements for all observations, a charges file, which includes all data related to charges, and an AHA crosswalk and linkage file. The Data Development Files are maintained on separate, pass-word protected CDs, and contain the most sensitive information such as unencrypted dates of birth, dates of admission, discharge and procedure dates, and patient and physician identifiers.

#### C.1.6 Web Support

AHRQ has developed and maintains a web site for the MEPS. The web site is used to provide researchers and consumers access to information about MEPS and to disseminate MEPS micro data, tabular data, and descriptive methods and findings reports in a timely manner. The MEPS web site consists of several static as well as dynamic sections which are continuous updated by the contractor.

All MEPS publications are posted in both PDF and HTML format simultaneously for hard copy dissemination. Hot-links from publications to other topics of interest on the web sites must be developed and maintained. Similarly, publications using HCUP data are posted in both PDF and HTML format on the AHRQ web site.

AHRQ has plans to index, categorize, store and web-enable all agency reports, publications, data and other content in its web sites ( including the MEPS and HCUP web sites) using an

Oracle data base system. The Oracle web-enabled data base system will facilitate interactive and dynamic data search and reporting, non-redundant data storage and help ensure secure operations and maintenance. Also, XML tagging of AHRQ's web site content is planned in the future to facilitate efficient data search and retrieval.

AHRQ has developed and maintains an online statistical computing system (MEPSnet) which allows users to generate estimates in real time as well as a table generating system (MEPS Tables Compendium). Both systems require routine maintenance and updates by the contractor. Enhancements to both systems which would facilitate easier access and usability are desired. In addition, AHRQ also provides data from the IC in tabular format via the web site. There are approximately 450 IC tables which are originally in Word Table format. Conversion from Word Tables to HTML format is required prior to posting on the web site.

Quality control activities are a required and critical component in maintaining the MEPS website. Individual pages, links and databases must be carefully reviewed in an ongoing fashion. Errors found must be corrected within four hours of discovery, unless directed otherwise by the AHRQ MEPS web manager.

#### C.1.7 Public Use Data File Production

A critical element of work performed under this contract will involve tasks related to the production of public use files. Under this task there will be two distinct types of work: (1) Finalizing files received from data collection contractors for public use and (2) Preparing supplemental data files for public release.

Core public use data files are primarily prepared and constructed by the MEPS data collection contractor and the HCUP data contractor. Following the file construction from MEPS, the contractor will be required to perform general quality control work on the data files, generate a code book, and prepare additional documentation necessary for CD-ROM production such as user information booklets, read-me files, and artwork. The contractor will also be responsible for acquiring a vendor to press and package the MEPS CD-ROMs. The contractor will perform quality control checks on a random sample of MEPS CD-ROMs before delivery to AHRQ. The contractor will also be responsible for completing the necessary paperwork to send MEPS products to NTIS and the Archives. There will be several web site data releases with code books and documentation as well as 2-3 MEPS CD-ROMs produced per year. Also, the contractor will be responsible for maintaining the MEPS files in a common, secure data base network environment to ensure efficient, cost-effective operations of the AHRQ Data Center and secure access of MEPS data by staff and remote users.

Following the file construction from the HCUP database, the contractor will be required to perform general QC work on the data files. The contractor will also need to have the capability to perform file manipulations on large administrative files for the purpose of CD-ROM formatting. The contractor must also have the capability to perform imputation for the NIS. Finally, the contractor must have the capability to produce master CD-ROMs, perform QC checks on the CD-ROMs produced, and complete the necessary paperwork to send

HCUP products to NTIS and the Archives. There will be between 6 and 100 CD-ROMs produced each year. Also, the contractor will be responsible for maintaining the HCUP files in a common, secure database to support efficient, cost-effective storage, search, access and secure reporting of HCUP data by AHRQ staff.

For the MEPS, supplemental data files designed to be used in concert with the core data files will be constructed by the contractor. This will involve editing and imputation of missing data. Selected data from operational databases will need to be reformatted, edited and/or imputed to make data suitable for analysis. Each editing task involves a related set of variables and results in the production of internal files, variables which can be released for public use and documentation for all internal and external versions of files and variables. Editing tasks which may be included would be the imputation of premium data, imputation of income data, construction of HMO indicators, access and satisfaction files, event, condition, and job level files. These files will be constructed on a continuous flow basis, approximately numbering 5 per year.

#### C.1.8 Analytic File Construction

Another essential element of the work to be performed concerns the creation of analytic files, and other tasks related to data analysis and dissemination. Typically, each analytic task results in at least one publication, either by the agency or in a professional journal, or both. Many analytic tasks are also used to prepare presentations for professional meetings, such as the annual meetings of Academy Health or the American Public Health Association.

While much of the data processing resources are utilized by CFACT and CDOM, other Agency centers require analytic programming support as well, particularly for the two congressionally mandated annual reports on health care quality and health care disparities. The Agency supports research activities on issues related to patient outcomes, health care quality, health care disparities and primary care as well as expenditures and utilization. Data sources for research on patient outcomes, health care quality, patient safety, and primary care may include administrative data, such as claims or encounter data, medical records, prescription drugs data, patient assessments or survey data, as well as data gathered under clinical trials. Examples of potential data sets include the Health Outcomes Survey, Consumer Assessment of Health Plans Survey (CAHPS), NCQA Quality Compass with Health Employer Data Information Set (HEDIS) data, Nursing Home Minimum Data Set (MDS), Medicare Home Health Outcome and Assessment Information Set (OASIS), Medicare and Medicaid administrative records from either fee-for-service or managed care, Medicare QIO (formerly know as PRO) data, the Medicare Current Beneficiary Survey (MCBS), and other commercially available data sets such as MEDSTAT, Blue Cross and Blue Shield, and the Clinical Conditions Data set and others which may become available in the future. Other federal and state government health system and related data (e.g., VA, DoD and HRSA health system data, Census Bureau data, CDC surveys such as NHIS, NHANES, BRFSS, SLAITS) are also expected to be used for analyses. While CAHPS datasets may come directly from grantees who are conducting the research, the National CAHPS Benchmarking Database (NCBD) is also assembling CAHPS data sets in a standard format from all CAHPS users who wish to participate.

Most analytic tasks generally last from 3-12 months duration. Data processing support for these tasks typically includes the creation of new files and variables designed for a specific analytic purpose, and often involve the use of in-house and secondary data, as well as MEPS and HCUP data. In addition to the production of specific analytic files, which are often used in subsequent analysis, analytic tasks based on most of these data always involve the use of sophisticated statistical and/or econometric techniques and require careful documentation of each step in the process. The contractor will be responsible for developing and maintaining a set of internal master variable files to allow analyst easy access to all previously constructed analytic variables. All analytic file construction activities need to be documented.

#### C.1.9 Processing Environment

At present, much of the computer work for AHRQ data processing activities is performed on personal computers (PCs). AHRQ has migrated all data that pose a risk to the confidentiality of respondents (e.g. names, addresses, etc.) to a secure, network server-based Data Center processing environment. Consequently, most AHRQ researchers have two PCs: one dedicated to processing tasks on the secure LAN that involve sensitive data, and another for processing tasks on the non-secure LAN that typically involve public use data. The standard hardware for research staff consists of two Pentium-based computers in a WINDOWS XP (non-secure LAN) or WINDOWS 2000 (secure LAN) environment. Analysis of data is typically done with SAS or STATA, but processing may also be conducted using a variety of statistical software packages including SUDAAN and LIMDEP. The researchers also require expertise in handling relational databases such as ACCESS, spreadsheets and presentation software (e.g. EXCEL, Power Point). The contractor will assist in analytic work performed on PCs and network Data Center servers by constructing analytic files, and provide consultation services on PC-based data management, econometric, and statistical software.

Additionally, the contractor shall provide mainframe support for AHRQ research activities done on the NIH Center for Information Technology (CIT) or the CMS Data Center (HDC). CIT and HDC offer a variety of data processing services in an OS-3 90 environment, including interactive systems (TSO, DB2), remote job entry, vector processing, and a number of different software packages, language compilers, terminal emulation and file transfer facilities for PCs, online services, custom printing, and data security protection. Also, the contractor shall provide data processing support to interface and transfer data files from CIT and HDC mainframes to the AHRQ network Data Center server environment. Further, the contractor shall perform all processing and activities needed to maintain data security, integrity and easy accessibility of data files to support user's local and remote data processing and statistical analysis needs.

#### C.1.10 Customized Software

Another element of data processing for AHRQ has involved the development of customized software designed to facilitate the execution of complex tasks for which no standardized or "canned" programming exists. These tasks have included weighted sequential hot-decks for missing value imputations, including a variety of customized statistical checks on the imputed data, and generating public use file code books from the internal data sets used as

sources for such files. The current contractor has created a set of SAS macros to automate these tasks, which will be made available to the new contractor. Development of new SAS macros may be required.

The contractor shall perform all software and data file needs assessment, programming, quality assurance, system documentation and associated data processing tasks using high-quality standards and methods. The contractor is highly encouraged to adhere to the highest levels of software life cycle development and engineering as possible as defined by the industry standard Carnegie Mellon Software Engineering Institute (SEI) Capability Maturity Model (CMM). The contractor shall indicate what SEI/CMM certification level, if any, it has obtained.

#### C.1.11 Quality Assurance

It is critical to ensure that all AHRQ data products including all data files, publications, online data tools and web sites are of high technical quality through a systematic and thorough quality control review process. The contractor will be required to document and implement a quality control process for each data processing activity performed under this contract. These quality control procedures must be approved by AHRQ.

The contractor will be required to propose any software workflow, document management, and other collaboration tools and products to support efficient operations of functions, processes and tasks performed under this contract. Also, the contractor shall propose any system administration and other web server and database monitoring, tuning and administration software to support efficient and high quality operations of the data processing, web site and Data Center tasks under this contract. In addition, the contractor shall propose the specifications for any other software, hardware and network components needed to support efficient data processing for this contract. These proposals should ensure the highest reasonable level of quality data processing operations, service and minimum downtime.

#### C.2 Contract Purpose

The purpose of this contract is to provide for timely and efficient database management, computer programming—including statistical and econometric analysis, microsimulation modeling, and complex survey design estimates and analytical statistics from large administrative databases—computer-related consulting and technical assistance, web support, public use file production, analytic file construction, and analysis activities for the Agency for Healthcare Research and Quality. The contractor will primarily assist AHRQ research activities by installing, documenting, and maintaining data bases for staff and, where appropriate, outside researchers; developing analytic files from those databases, and maintaining and updating documentation of those files; developing, executing and documenting computer programs based on staff specifications; designing, installing, and maintaining AHRQ web sites as directed, providing consultation services to staff on security arrangements for confidential data; and informing staff of economic and statistical programs available for the analysis of national survey data and large multi-user health care databases.

### C.3 Work Statement

C.3.1 The contractor shall furnish the necessary personnel, materials, services, and facilities, and otherwise do everything necessary for or incident to the performance of the work described below.

The contractor shall perform the following tasks for each Center designated:

#### C.3.2 Center for Financing, Access, and Cost Trends

C.3.2.1 Design, institute and maintain a comprehensive and efficient system of database management, file development, system security and documentation.

C.3.2.1.1 Install MEPS, NMES, NMCES and secondary data files. This includes being able to manage data in a variety of formats, comparing data received with its documentation to check for obvious inconsistencies, and performing logical and other edits designed by the contractor to verify the integrity of the data on installed files. This task will also include creating SAS files from data in other formats, creating and documenting links between MEPS, NMES, NMCES and secondary files, and creating and maintaining a secure environment for processing SAS and other related files and software on the AHRQ network Data Center servers.

C.3.2.1.2 Provide continuous onsite technical support and serve as the contact point and interface to the AHRQ LAN administrator for the Data Center. This task requires that an experienced technical support individual work with the AHRQ designated LAN administrator and be provided for the Data Center. This person will maintain the Data Center systems in accordance with AHRQ policy and procedures and will serve as the gatekeeper for confidential data maintained onsite.

C.3.2.1.3 Execute transfers of data to and from the AHRQ network Data Center servers, the NIH computer system and to and from other locations for AHRQ researchers, and where appropriate for outside users, including transfers between AHRQ network Data Center servers, the NIH mainframe and CD-ROMs or personal computers.

C.3.2.1.4 Maintain, edit, update, and document files in the MEPS database in accordance with the system delineated in C.1.3. This task will include designing, testing, and running programs to edit raw data including resolving logical inconsistencies and performing imputations using weighted sequential hot-decks and other available methods to account for missing data; developing a programming approach that can be used for creating appropriate sample weights and variance estimates in an efficient manner; and performing quality control checks on final versions of the files. These checks will entail at a minimum producing population weighted frequencies of selected variables, and benchmarking the results against other sources of similar information. The contractor shall provide redundancy for mission critical highly complex data editing tasks.

- C.3.2.1.5 Create and document new variables and edited versions of existing variables, including updating files when appropriate and documenting updates, maintaining histories of variables created or edited, and keeping track of the latest and best versions of variables that have been revised.
- C.3.2.1.6 Provide detailed documentation of all data files and work performed related to data editing and analysis and other data processing and programming efforts. This task shall include cataloguing data files and software, complete with descriptions of their contents and histories, and maintaining a back-up system for all data base files with appropriate documentation of file contents and histories. The contractor shall use a software configuration management system and data base and file documentation library system, approved by AHRQ. The contractor shall maintain software configuration and version control, maintain software and data file check in/out procedures, and perform complete and timely documentation of all data processing, software and web development, statistical modeling, software testing, maintenance and other data processing tasks performed under the contract.
- C.3.2.2 Provide support for data analysis and dissemination.
  - C.3.2.2.1 Provide programming and related support for staff research projects. This task shall include consulting with CFACT staff on programming approaches consistent with analytic goals and data processing efficiency. The task will involve extensive data work to construct variables from MEPS, NMES, and NMCES to support analysis. Tasks will include sophisticated hot decking and related imputation techniques, along with the development of often complex algorithms for combining information across family members, across years, across rounds, across provider encounters, across jobs, across insurance sources, and across the complex structure of MEPS, NMES, and NMCES data files. Most of the programming work for this task shall be done using SAS.

The contractor shall provide programming support to facilitate analyses that use confidential datasets which are maintained offsite. The contractor shall provide qualified programming staff that are able to travel to other data facilities within the Washington D.C. metro area. Examples include but are not limited to CMS, Census Bureau, Bureau of Labor Statistics, etc.

In addition to providing expert programming assistance to support CFACT analysts, this task, in some instances, will also require the contractor to display knowledge and experience with econometric and statistical techniques used with large national surveys and the software used to execute such techniques. This may include designing, testing and running statistical analyses using programs such as SAS, STATA, SUDAAN, and LIMDEP, as well as creating custom programs according to the specifications of CFACT staff; providing CFACT staff with specified results in tabular formats, both unweighted and weighted for the appropriate reference population; and providing full documentation of files created and work performed on all analytic tasks upon their completion.

C.3.2.2.2 Provide programming support for microsimulation modeling projects. CFACT staff often undertake both rapid-turnaround and longer-term projects involving microsimulation estimation of health care policies. Microsimulation results generated by the modeling group may be used by top levels of government, or they may be targeted at academic journals. In the past, simulation analyses of the following proposals have been undertaken: (i) parity in mental health insurance coverage, (ii) capping the tax preference for employment-related health insurance, (iii) Medical Savings Accounts, (iv) increasing the health insurance deduction for the self-employed, (v) Medicaid reforms, and (vi) Medicare reforms.

The CFACT microsimulation project is the Medical Expenditure Microsimulation Model (MEDSIM), which includes a collection of complex programs written in SAS. Each program must typically be adapted or enhanced to meet specific project objectives. The contractor will not only work with CFACT staff on the development of new microsimulation capabilities, but also work with the existing components of the MEDSIM model and to maintain consistency of models and programming techniques in future iterations.

Examples of existing MEDSIM components produced by CFACT analysts in the past include (i) programs to project the economic, demographic, and health-related variables in the NMES and MEPS to future years; (ii) the MEDTAX model to provide simulations of income tax burdens for the MEPS data; (iii) programs simulating eligibility and enrollment in public programs, such as Medicaid; and (iv) the BENSIM model using detailed insurance coverage information to “process” total expenditures into those paid by the patient and those paid by the insurer. The task requires the contractor to combine elements from these modules and to develop new modules as needed to simulate often highly-complex reform proposals. There must be a demonstrated ability not only to provide programming support for such microsimulation tasks, but also to do so in a manner that is timely and consistent with efficiency and cost considerations.

Subtasks for each modeling project will include creating a separate simulation data base, writing the code for simulations according to specifications provided by CFACT staff, and fully documenting all of the programming work and files created for each microsimulation analysis performed.

Specific microsimulation analytic and developmental tasks will include at least the following tasks:

- a) Providing programming support to CFACT analysts projecting economic, demographic, and health-related data from the MEPS to current and future years at the national level, using data from MEPS, NHIS, CPS, MCBS, and possibly additional datasets.
- b) Updating tax parameters in the MEDTAX module for simulating federal income taxes. The MEDTAX module of MEDSIM simulates baseline federal individual income and payroll taxes, as well as state and local income taxes. MEDTAX uses details from the tax code in conjunction with tax benchmarks released in the Internal Revenue Service Statistics of Income (SOI) as inputs to a complex algorithm for simulated federal payroll and income taxes for each person in MEPS based on their vector of income by type. In

addition to providing the data processing to support MEDTAX, the contractor shall provide SOI benchmark tables and tabulations of simulated marginal tax rates, and individual MEDTAX records as needed, to validate the revised and updated MEDTAX baseline simulations.

- c) Work with detailed insurance coverage information to produce an updated claims processing program (BENSIM) to determine how much of a given expenditure vector, by detailed type of service, a given insurance plan would pay. This task requires editing the detailed plan information and using these data in complex algorithms to process claims. .
- d) Work with state-by-state public program eligibility parameters to produce simulated program eligibility. This task entails editing wage data, merging in data from NHIS, categorizing often complex family relationships, editing immigration status using data from NHIS and CPS, and applying complex eligibility algorithms.
- e) Combine elements from all of the above according to analyst specifications to support MEDSIM evaluations of the socioeconomic impacts of health care reforms. These MEDSIM model components will be used in conjunction with a database containing annual health expenditures, details of private health insurance policy coverage, and other socioeconomic and demographic data about the civilian, noninstitutionalized household population.
- f) Update projected expenditure data products on AHRQ's home page

The contractor will be required to provide data processing assistance in updating the various data products currently available on AHRQ's home page which are accessed through the MEPS web site.

C.3.2.2.3 Create public use files from MEPS data in such a way as to preserve the confidentiality of the data. Data sources include the original and final versions of selected variables, and produce appropriate documentation for public distribution in a consistent and timely manner. This task will involve producing code books and relevant documentation describing variables and any editing or imputation procedures, producing formatted frequencies of all variables, writing "read-me" files, and in some cases producing a CD-ROM.

C.3.2.2.4 Provide on-site technical expertise to support the AHRQ Data Center per direction from AHRQ LAN administrators and AHRQ staff. Prepare monthly reports, maintain log of data files, and assist in the daily support and operations of the data center, in accordance with procedures approved by AHRQ. The contractor will also assist AHRQ staff and outside researchers by providing on-site technical assistance and consultation with computer programming at the data center or with the AHRQ LAN administration, when required. Specifically, the contractor will assist in the development of analytic files, and maintaining and updating documentation of those files; assist with the development, execution, and documentation of computer programs; provide consultation services to staff on security arrangements for the use of confidential data within the data center; consult with external users regarding the development, execution, and documentation of computer programs. The

contractor must be knowledgeable of SAS, SUDAAN, SPSS, STATA, and LIMDEP.

#### C.3.2.2.5 Production of Online Publications

AHRQ produces and disseminates online publications based on MEPS data. Statistical Briefs, Methodology Reports and Findings Reports are descriptive reports that are developed and posted on the MEPS web site. The Methodology Reports and Findings Reports are available in print form through the AHRQ Clearinghouse. The Statistical Briefs are web-only products. An essential task under this contract is to manage and facilitate the development and release of the Statistical Briefs. The contractor shall provide technical programming, technical editing, graphical services and quality control services to facilitate a timely and accurate data product.

#### C.3.2.2.6 Management and Coordination of MEPS Data Products and Web Site

AHRQ produces both MEPS data files and publications. Both data products are disseminated through the MEPS web site. The contractor shall provide a dedicated team of qualified individuals for each MEPS activity: Public Use Data Files, MEPS Online Publications and the MEPS Web Site. Each team is responsible for the development and quality control of each data product. Coordination amongst these three teams is essential to facilitate the timely release of a high quality data product.

As a specific task under this contract, the contractor shall systematically evaluate the MEPS web site for usability and efficiency. This evaluation should be based on established criteria set by the industry, focus group testing, and usability testing. This evaluation will cover all components of the MEPS web site, including the online data tools: MEPSnet and the MEPS Tables Compendia. The contractor shall provide a detailed plan for the redesign of the MEPS web site based upon this evaluation. The contractor shall implement modifications to the MEPS web site at the request of the MEPS web manager.

C.3.2.2.7 Programming, statistical consultation and related support services are also required on a periodic basis to support data development efforts, long-term care research activities and specialized statistical analyses. Activities may include literature reviews and synthesis, development of analysis plans, statistical analyses, developing and testing data collection methodologies, and developing survey design plans. Instrument design work may include focus group and cognitive laboratory research efforts, designing computer assisted survey information collection (CASIC) modules and CASIC application programming. All work activities must be documented.

C.3.2.2.8 Produce special data runs and documentation, according to specifications of agency staff, on short notice when necessary, in response to requests from other government agencies and private organizations.

### C.3.3 Center for Delivery, Organization and Markets (CDOM)

- C.3.3.1 Design, institute and maintain a comprehensive and efficient system of data base management, analytic file development, system security and documentation.
  - C.3.3.1.1 Store, catalogue and maintain HCUP files, HCUP secondary data files, and other administrative data files as requested or provided by CDOM staff. All HCUP files are delivered and reside on CD-ROM. Other data may be a variety of media. This task includes being able to manage HCUP data in a variety of data formats and file structures, comparing data received with its documentation to check for obvious inconsistencies, and performing logical and other edits designed by the contractor to verify the integrity of the data on CD-ROM. This task will also include creating SAS files from data in other formats, creating and documenting links between HCUP and secondary files and creating and maintaining a secure environment for processing SAS and other related files on secure PCs that are not networked.
  - C.3.3.1.2 Execute transfers of data to and from the contractor secure PC-based environment to CDOM and other AHRQ research staff located at AHRQ. This will include transfers of analytic extract files on pass-word protected CD-ROM via courier to AHRQ.
  - C.3.3.1.3 Maintain, edit, update, and document files in the HCUP database in accordance with the system delineated in C.1.4. This task will include designing, testing, and running programs to support analytic needs of the research staff in CDOM; developing a programming and analytical approach that can be used for calculating appropriate variance estimates in an efficient manner; and performing quality control checks on final versions of the analytic files.
  - C.3.3.1.4 Create and document new variables and edited versions of existing variables, including updating files when appropriate and documenting updates, maintaining histories of variables created or edited, and keeping track of the latest and best versions of variables that have been revised.
  - C.3.3.1.5 Provide detailed documentation of all data files and work performed related to data editing and analysis and other data processing and programming efforts. This task shall include cataloguing data files and software, complete with descriptions of their contents and histories, and maintaining a back-up system for all data base files with appropriate documentation of file contents and histories. The contractor shall use a software configuration management system and data base and file documentation library system, approved by AHRQ. The contractor shall maintain software configuration and version control, maintain software and data file check in/out procedures, and perform complete and timely documentation of all data processing, software and web development, statistical modeling, software testing, maintenance and other data processing tasks performed under the contract.
- C.3.3.2 Provide support for data analysis and dissemination.
  - C.3.3.2.1 Provide programming and related support for staff research projects. This task shall include consulting with CDOM staff on programming approaches consistent with analytic goals and

data processing efficiency, which will require extensive knowledge and experience with econometric and statistical techniques used with large administrative databases and other smaller administrative and survey-based data, and the software used to execute such techniques. In addition, this task will involve at minimum constructing variables from HCUP and secondary data sources, such as the American Hospital Association and the Area Resource File; designing, testing and running statistical analyses using programs such as SAS, SUDAAN, and LIMDEP, as well as creating custom programs according to the specifications of CDOM staff; providing CDOM staff with specified results in tabular formats, both unweighted and weighted for the appropriate reference population; and providing full documentation of files created and work performed on all analytic tasks upon their completion.

C.3.3.2.2 Manipulate and re-format the HCUP non-confidential public use files delivered by the data contractor, using the original and final versions of selected variables, and produce master CD-ROMs with appropriate documentation for public distribution in a consistent and timely manner. This task will involve writing master “read-me” CD-ROM files with all public-use data, code books and documentation that describe the variables.

C.3.3.2.3 Upon Project Officer approval, the contractor should demonstrate the ability to produce special estimates from HCUP data or merge HCUP public use data with data from other sources and produce special public use files containing merged data, in response to requests from outside researchers. The contractor shall develop appropriate arrangements to charge the outside organization or user making the request the cost associated with such special estimates or merged data tapes, and report on those arrangements within 90 days of the effective date of this contract. This cost shall be consistent with charges for similar activities billed to the Government under this contract and be accounted for on the monthly contract vouchers submitted to the Government.

The contractor shall ensure that the arrangements made with third parties to produce special HCUP estimates or merge HCUP and other data specifies that the estimates or merged data will be made available to the Government and that all necessary confidentiality protections will be taken before the special estimate or merged data tape is turned over to the outside user. The contractor shall also provide complete documentation on all special estimates and merged data tapes, and be able to create appropriate analytic files from the merged data for the Project Officer.

AHRQ may elect to arrange for direct charging of outside organizations for any special data processing requests.

C.3.3.2.4 Provide on-site web support in accordance with procedure and standards approved by AHRQ. Develop and maintain the HCUP web site content according to specifications of CDOM staff. Prepare monthly use reports, maintain archival records, update the site as requested, and investigate new technology that could be used to improve data dissemination.

The contractor will update web sites using programming techniques, interactive database access procedures and other standards and methods approved by AHRQ.

C.3.3.2.5 Produce special data runs, according to specifications of agency staff, on short notice when necessary, in response to requests from other government agencies and private organizations.

### 3.4 Other AHRQ Offices/Centers

C.3.4.1 Design, institute and maintain a comprehensive and efficient system of data base management, file development, system security and documentation.

C.3.4.1.1 With proper authorization, execute transfers of data to and from the AHRQ network Data Center servers, the HDC or NIH computer systems to other locations for other Agency researchers, and where appropriate for outside users, including transfers between AHRQ networks Data Center servers, the NIH mainframe and CD-ROMs or personal computers.

C.3.4.1.2 Create and document new variables and edited versions of existing variables, including updating files when appropriate and documenting updates, maintaining histories of variables created or edited, and keeping track of the latest and otherwise specified versions of variables that have been revised.

C.3.4.1.3 Provide detailed documentation of all data files and work performed related to data editing and analysis and other data processing and programming efforts. This task shall include cataloguing data files and software, complete with descriptions of their contents and histories, and maintaining a back-up system for all data base files with appropriate security and documentation of file contents and histories. The contractor shall maintain software configuration and version control, maintain software and data file check in/out procedures, and perform complete and timely documentation of all data processing, software and web development, micro-simulation modeling, software testing, maintenance and other data processing tasks performed under the contract.

C.3.4.2 Provide support for data analysis and dissemination.

C.3.4.2.1 Provide programming, statistical consultation, and related support for staff research projects. This task shall include consulting with Agency staff on programming approaches consistent with analytic goals and data processing efficiency, which will require extensive knowledge and experience with econometric and statistical techniques used with large national surveys, large administrative and patient assessment databases and medical records, and the software used to execute such techniques. In addition, this task will involve at minimum constructing variables from in-house data and secondary data sources, such as Medicare administrative data, Medicare Current Beneficiary Survey data, NCHS national survey data, and other public and private sector data bases; designing , testing and running statistical analyses using programs such as SAS, STATA and SPSS, as well as creating custom programs according to the specifications of Center staff; proving staff with specified results in tabular formats and providing full documentation of files created and work performed on all analytic tasks upon their completion. Depending on the research projects, merging of several databases and special medical record abstracting programs may be required. For analytic tasks related to the CAHPS datasets, the Contractor will coordinate file construction with the National CAHPS Benchmarking Database (NCBD) which has assembled CAHPS datasets in a

standard format. The contractor shall also institute a project management mechanism whereby the Agency researchers can directly communicate with the contractor's programming staff regarding the technical specifications of particular programming/analytical needs once the task assignments are made by the contractors' project managers.

#### C.3.4.2.2 National Health Care Quality Report (NHQR) and National Health Care Disparities Report (NHDR)

The NHQR is intended as a tool for Federal and State policymakers and therefore tracks quality at the national and, wherever possible, at the State level. It is intended as a tool for understanding the level of performance of the health care system across a broad spectrum of quality measures.

AHRQ's authorizing legislation also requires that the Director prepare and annually submit to the Congress a report regarding prevailing disparities in health care delivery as it relates to racial factors and socioeconomic factors in priority populations. The legislation further specifies that priority populations include: Low income groups; minority groups; women; children; the elderly; and individuals with special health care needs, including individuals with disabilities and individuals who need chronic care or end-of-life care. This act further emphasized the importance of the delivery of healthcare in inner-city and rural areas; hence, residents of such areas are considered as priority populations. The first NHDR focused on health care disparities for these groups compared to other Americans with respect to access, utilization, costs, and quality of care.

Under the direction of AHRQ task managers, the contractor shall provide data processing and analysis support for these reports using a variety of public and potentially private databases, (e.g., MEPS, HCUP, the Medicare Current Beneficiary Survey, the Commonwealth Fund Health Care Quality Survey, US Renal Data System Data, SEER Data, Medicare and Medicaid claims and assessment data, and NCHS data such as SLAITS National Survey of Children with Special Needs).

Tasks to be performed include:

- Work with NHQR and NHDR teams to identify appropriate data sources for measures in the preliminary and then final measure sets for the second NHQR. This includes private sector data sources and the contractor will support ongoing evaluation and selection of appropriate private sector data sources for use in the NHQR. This work also includes possible use of Medicare and Medicaid claims and assessment data
- Work with NHQR and NHDR teams to develop appropriate measure specifications that can be used in the analysis phase for obtaining appropriate numerators and denominators for given measures and any appropriate exclusions.
- Work with NHQR and NHDR teams to develop appropriate table shells, which will

include breakdowns by factors such as age, gender, race/ethnicity, urban/rural residence, state, and the like.

- Obtain necessary data files. The reports will track trends in the measures over time, so multiple years of data will be needed (as available).
- Create appropriate analytic files, including all necessary data preparation (e.g., data cleaning, imputation, weighting).
- Carry out data processing necessary to calculate the measures for the defined breakdowns. Typically this will entail generating rates or percentages (both observed and adjusted for relevant risk factors). The contractor will calculate standard errors of the estimates.
- Conduct related analyses as needed to validate observed results (e.g., compare to results from other data sources).
- Provide an overview/summary of results of measurements and analyses.
- Write up specifications that describe the methods and data used in the measurements.
- Together with the NHQR and NHDR teams and support from other contractors, produce an appendix for both the NHQR and NHDR entitled the NHQR (or NHDR) Tables Appendix. This appendix will contain two sets of tables. The first contains the detailed tables for the measures analyzed under this SOW. The second contains the tables provided to the NHQR and NHDR teams by other data partners (e.g. NCHS) or contractors.
- Work with NHQR and NHDR teams and AHRQ editorial staff to create appropriate format and presentation styles for the Tables Appendix
- Together with the NHQR and NHDR teams and support from other contractors, produce an appendix for the NHQR (or NHDR) entitled the NHQR (or NHDR) Measures Specifications Appendix. These appendices will contain two sets of measures and data sources specifications. The first contains the specifications for the measures and data sources analyzed under this SOW. The second contains the specifications for measures and data sources provided to the NHQR and NHDR teams by other data partners (e.g. NCHS) or contractors.
- Work with NHQR and NHDR teams and AHRQ editorial staff to create appropriate format and presentation styles for the Measures Specifications Appendix.
- Produce special data runs and documentation, according to specifications of agency staff, on short notice when necessary, in response to requests from other government agencies and private organizations, relating to the NHQR and NHDR.

The NHDR has specific methodological needs that merit special attention by any contractor. First is the need to generate estimates whenever possible for all OMB-recognized racial categories including whites, blacks, Asians, Native Hawaiians and Other Pacific Islanders (NHOPIs), American Indians and Alaska Natives, and multiple races. Because NHOPIs make up 0.3% of the US population, small sample size problems are often encountered that require data aggregation or suppression. Second is the need for stratification for SES in all race and ethnicity tables and stratification by race/ethnicity in all SES tables. Third is the problem of multiple comparisons in interpreting analyses.

- C.3.4.2.3 Produce special data runs, according to specifications of agency staff, on short notice when necessary, in response to requests from other government agencies and private organizations.

The contractor shall perform the following tasks for all the Centers:

- C.3.5 Develop and implement a transition plan for transferring all applicable data and activities to this contractor within 60 days of the effective date of this contract.

- C.3.5.1 The contractor shall develop a draft plan for transferring applicable data and activities within 1 week of the effective date of this contract (EDOC), and a final plan, subject to Project Officer review and approval, within 2 weeks of EDOC that identifies all activities, data files, software, and documentation that must be transferred, and delineates a plan that ensures their complete transfer within 60 days of EDOC.

The plan shall provide for an inventory of all data files, software, and documentation; security arrangements for ensuring the confidentiality of data; and adequate staffing of ongoing tasks. It will also provide for ensuring the following:

- a) The assignment of specific staff to each task that is to be transferred,
- b) The physical transfer and storage of data files, data tapes, software, and all relevant documentation,
- c) The implementation of the cataloging and file maintenance system developed in C.3.2.1.5, C.3.3.1.4 and C.3.4.1.2,
- d) The implementation of appropriate accounting and security systems.

- C.3.6 Institute and maintain a comprehensive and efficient system of project management.

- C.3.6.1 Prepare an annual project management plan which provides for the budgeting, monitoring, and documentation of all applicable contract activities and costs by task grouped within the following areas: 1) installation and verification of data files, 2) data editing and imputation, 3) public use files, 4) special requests, 5) analytic projects, 6) microsimulation modeling, 7) web support, 8) on-site data center support and 9) database management. Each task will correspond to a closely related set of activities to accomplish a specified objective, such as the editing or installation of a particular set of variables or files, support for a particular publication, or routine maintenance and management of the database. The plan shall provide for the initiation of tasks only upon the approval of the Project Officer for the activity and its

proposed budget.

The plan shall include procedures for ensuring all of the following: adequate availability of staff, including methods for recruiting new personnel as needed; efficient use of computer and programmer resources on each task and using efficient methods of debugging programs; the performance of tasks in a timely manner; and the maintenance of consistency and comparability of data used across tasks--including use of the most current versions of variables and files by all programmers on all tasks.

The plan shall also include the delineation of procedures for ensuring the data security and confidentiality.

- C.3.6.2 Prepare monthly progress and summary cost reports for work performed during the prior month and prepare a final report for each Center by task, and deliver all reports and associated documentation in hard copy and electronic format to the AHRQ Contracts Office and Project Officers. All reports shall include subcontractor's activities in the same level of detail as those of the contractor. Each monthly progress report shall list, by task, project activities of the past month, the summary cost of those activities, the anticipated next month's activities, problems encountered and proposed solutions, and any other information which has a significant impact on ongoing or planned activities or costs. Also, each report shall note milestones, describe past problems (including a concise statement of success or lack thereof in solving the problems encountered), describe anticipated problems and proposed solutions, describe work planned for the next reporting period, compare progress and resource expenditures to the original schedule and budget and provide explanations for any variances, assess whether the current total estimated contract cost is sufficient to complete the contract, and describe significant changes in the contractor's operational personnel.

The format and delivery mechanism for all monthly, final and other progress reports and contract deliverables shall adhere to any AHRQ standards and procedures and automated systems and data bases established by the Agency for this purpose. Also, all systems documentation prepared and delivered in the support of this contract shall be maintained in an electronic document management and filing system, shall be maintained current throughout the contract life-cycle and shall be accessible to the government for review at any time during the life of the contract.

- C.3.6.3 Meet with project officer and other Agency representatives on a monthly basis in the Washington, D.C. area to discuss plans, progress, problems, and any other topics which may arise during the course of individual tasks.
- C.3.6.4 Make arrangements to transmit materials to and from the contractor, the AHRQ Data Center, the NIH computer system, and AHRQ staff as needed by whatever method is necessary to assure the shortest turnaround time possible consistent with cost effectiveness. This will include the use of courier services, local printing at AHRQ Data Center and mainframe jobs from remote sites, FAX transmissions, FTP, download from the AHRQ Extranet, electronic mail and other methods.

### C.3.7 Quality Assurance

The contractor shall ensure that all data products including all data files, publications, online data tools and web sites are of high technical quality through a systematic and thorough quality control review process. The contractor shall document and implement a quality control process for each data processing activity performed under this contract.

## **SECTION D - PACKAGING AND MARKING**

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

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 INSPECTION AND ACCEPTANCE

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

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

### E.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

**FAR Clause No.**

**Title and Date**

52.246-5

Inspection of Services-Cost Reimbursement  
(April 1984)

**SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE**

**F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

**F.1 Period of Performance**

The period of performance for shall be as follows, unless extended by modification to this contract:

Year 1	August 1, 2004 through July 31, 2005
Year 2	August 1, 2005 through July 31, 2006
Year 3	August 1, 2006 through July 31, 2007
Year 4	August 1, 2007 through July 31, 2008
Year 5	August 1, 2008 through July 31, 2009

**F.2 Reporting Requirements and Deliverables**

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

The Contractor shall perform the following activities and submit the following items in the quantities specified to the Project Officer, AHRQ, John M. Eisenberg Building, Suite 5054, 540 Gaither Road, Rockville, Maryland 20850, in the amounts and within the time frames indicated:

Item	Description	Quantity	Delivery Schedule
1.	Draft transition plan	2	7 days from the effective date of the contract (EDOC)
2.	Final transition plan	2	14 days from EDOC

3.	Draft annual project management plan	2	30 days from EDOC, thereafter every January 14
4.	Security Plan	2	30 days from EDOC
5.	Final annual project management plan	2	60 days from EDOC, thereafter every February 14
6.	Monthly progress reports (by Office/Center)	2	3rd week of each month, for the previous month
7.	Draft security plan	2	30 days from EDOC
8.	Final security plan	2	60 days from EDOC
9.	Monthly Report of Data Center activities	2	3rd week of each month, for the previous month
10.	Documentation of data file development tasks	2	No later than 60 days after the completion of all programming on a task
11.	Documentation of staff research project tasks	2	No later than 60 days after the completion of all programming on a task
12.	Documentation of microsimulation modeling tasks	2	No later than 60 days after the completion of all programming on a task
13.	Documentation of public use file tasks	2	No later than 60 days after the completion of all programming on a task
14.	Draft final project report	2	5 years less 1 month from EDOC
15.	Final project report	2	5 years from EDOC
16.	Subcontracting Report for Individual Contracts (SF 294)	3 1 original and 2 copies	April 30 (annually) October 30 (annually) to Contracting Officer

17.	Summary Subcontractor Report	2	Oct. 30 (annually)  1 copy to the Officer of Small Disadvantaged Business Utilization (DHHS) and 1 copy to the Contracting Officer
18.	Small Disadvantaged Business Participation Report (Optional Form 312)	1	At contract completion to the Contracting Officer

**EDOC - Effective Date of Contract**

In addition to the quantity of hard copies specified, an electronic copy of the report should also be delivered to the project officer. One copy of the monthly progress report and a copy of the final project report shall also be submitted to the Contracting Officer at the following address:

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

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in Section I.3 of this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

**(TO BE COMPLETED AT TIME OF CONTRACT AWARD)**

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

### G.2 PROJECT OFFICER

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

**(TO BE COMPLETED AT TIME OF CONTRACT AWARD)**

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

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

The Government may unilaterally change its Project Officer designation.

### G.3 INVOICE SUBMISSION

#### a. INVOICE SUBMISSION

Billing Instructions are attached and made part of this contract. Instructions and the following directions for the submission of invoices must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9, and must be in accordance with the General Provisions clause 52.232-25 Prompt Payment (OCT 2003).

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

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

#### **G.4 INFORMATION ON VOUCHERS**

- (1) The Contractor agrees to include the following minimum information on vouchers:
  - (a) Contractor's name and invoice date;
  - (b) Contract Number;
  - (c) Description and price of services actually rendered;
  - (d) Other substantiating documentation or information as required by the contract;
  - (e) Name (where practicable), title, phone number, and complete mailing address or responsible official to whom payment is to be sent; and
  - (f) The Internal Revenue Service Taxpayer Identification Number.
- (2) The Contractor shall furnish the following minimum information in support of costs submitted:
  - (a) Direct Labor - include all persons, listing the person's name, title, number of hours or days worked, the total cost per person and a total amount of this category;
  - (b) Fringe Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
  - (c) Overhead or Indirect Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
  - (d) Consultants - include the name, number of days or hours worked, a total amount per consultant and a total amount for this category;
  - (e) Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation, shown separately, and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;

- (f) Subcontractors - include for each subcontractor, the same data that is being provided for the prime contractor. A total number for this category shall be provided.
  - (g) Data Processing - include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes, etc. A total amount for this category shall be provided.
  - (h) Other - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, etc.
  - (i) Equipment Cost - itemize and identify separately from material costs including reference to approval in all cases;
  - (j) G&A - show rate, base and total as well as verification/allowability of rate changes (when applicable); and
  - (k) Fee - show rate, base and total.
- (3) Payment shall be made by:

PSC Finance  
 Parklawn Building, Room 16-23  
 5600 Fishers Lane  
 Rockville, Maryland 20857  
 Telephone Number (301) 443-6766

## **G.5 INDIRECT COST RATES and FEE**

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

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

## **G.6 ELECTRONIC FUNDS TRANSFER**

Pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer - than 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 DATA CONFIDENTIALITY AND SECURITY**

- (a) This contract entails accessing, processing, and storing data on individuals and organizations that is covered by one or more of the following:
- AHRQ's system of records number 09-35-0002 published in the Federal Register (Vol. 63, No. 40, March 2, 1998, pp:10231),
  - the FEDERAL AGREEMENT FOR RELEASE OF DATA WITH INDIVIDUAL IDENTIFIERS contained as Appendix F-2 of the HCFA Data Release Policy Guide,
  - Appendix III of OMB Circular A-130, or
  - Section 903(c) of the Public Health Service Act (42 U.S.C. 299a-1(c)), or the Privacy Act of 1974 (5 U.S.C. 552a).
- (b) The contractor agrees to provide security, processing, storage, and disposal systems and safeguards sufficient to meet the requirements of the above laws, agreement, and system of records. Additionally, the systems and safeguards shall comply with the HDC Mainframe Users Guide, the NIH Computer Center Users Guide, and the Department of Health and Human Services Automated Information Systems Security Program Handbook, Release 2.0.
- (c) The Contractor and his professional staff will take steps to ensure that the intent of this section is enforced at all times through appropriate qualifications standards for all personnel working on this project and through adequate training and quality assurance procedures.

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

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

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

statistics, analytical material, or any other material, which is based on or derived from work performed under this contract. Accordingly:

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

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

- (d) Whether or not written approval of the Project Officer is received, the contractor must:
  - print the following statement prominently on written reports or other forms of recorded data derived from work performed under this contract which is to be released; or
  - preceding any presentation or other oral disclosure of such material make the following statement:

**"IDENTIFIABLE INFORMATION ON WHICH THIS REPORT, PRESENTATION, OR OTHER FORM OF DISCLOSURE IS BASED, IS CONFIDENTIAL AND PROTECTED BY FEDERAL LAW, SECTION 903(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299a-1(c). ANY IDENTIFIABLE INFORMATION THAT IS KNOWINGLY DISCLOSED IS DISCLOSED SOLELY FOR THE PURPOSE FOR WHICH IT HAS BEEN SUPPLIED. NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUAL SUPPLYING THE INFORMATION OR DESCRIBED IN IT**

WILL BE KNOWINGLY DISCLOSED EXCEPT WITH THE PRIOR CONSENT OF THAT INDIVIDUAL."

- (e) In cases where the Contracting Officer has given written notice that the Government intends to retain all rights in any particular data produced under this contract, the contractor shall have no right without prior written permission of the Contracting Officer to publish any of those data or analyses based on those data, depending on the scope of the Contracting Officer's notice.
- (f) Whenever data or analyses are to be developed by a subcontractor under this contract, the contractor must include the terms of H.1 (a), (b), (c), (d) and (e) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor. No clause may be included to diminish the Government's restriction on publication and dissemination of work or material derived from work performed under this contract.

### **H.3 DEBARMENT**

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

### **H.4 SUBCONTRACTS**

The contractor must include in any subcontracts executed or used to provide the support specified in this contract the terms of requirements H.1, H.2 and H.3. These requirements are to be included without substantive alteration, and no clause may be included to diminish these requirements.

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

### **H.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 SUPPLIES**

The contractor shall maintain a list of all items, both expendable and non-expendable, which are unique or in excess of regular office needs normally captured in an indirect cost pool. These items are considered Government property and are cost of goods inventory deliverable to the Government at the end of the contract.

## **H.9 GOVERNMENT-FURNISHED MATERIALS**

Unless otherwise stated in the contract, the contractor will furnish all the necessary personnel, materials, data, facilities, or services or otherwise all things necessary for or incident to the performance of this contract.

## **H.10 SALARY CAP GUIDE NOTICE**

Pursuant to P.L. 108-199, no Fiscal Year 2004 (October 1, 2003 - September 30, 2004) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is \$175,700 per year for the period of January 1, 2004 through December 31, 2004. Direct salary is exclusive of overhead, fringe benefits or other indirect expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 108-199 states in pertinent part:

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

Contractors shall absorb that portion of an employee's salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$175,700 a year.

## **H.11 SECURITY REQUIREMENTS**

### **(a) 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, ten (10) calendar days prior to contract award hereunder:

SF-85 Questionnaire for Non-Sensitive Positions

HHS Credit Release (Attachment Number 3)

OF-306 Declaration for Federal Employment

Current resume

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

Within thirty (30) days of 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.

**(b) Security Plan**

AHRQ has been entrusted with sensitive, private data to accomplish its goals. For the success of AHRQ programs, and to meet legislatively-mandated privacy requirements, AHRQ must keep that data secure. AHRQ's Automated Information Systems Security Program (AISSP) Handbook and the Office of Management and Budget Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources requires all systems that support a federal function (e.g., state or local government) be covered in a security plan. All AHRQ contractors providing IT support must have a documented IT security plan. The security plan provides an overview of the contractor's internal IT security requirements, systems and controls for preventing unauthorized disclosure, fraud, waste, and abuse. The plan is a living document that requires review every three years or when a major modification occurs. Milestones or completion dates for planned controls should be included in the plan. Contractors are required to submit an Automated Information Security Systems Plan within 30 days after contract award.

NOTE: Guidelines for the Contractors security plan can be found in AHRQ's Automated Information Systems Security Program (AISSP) Handbook located at [www.hhs.gov/oirm/security/docs.html](http://www.hhs.gov/oirm/security/docs.html).

**PART II - CONTRACT CLAUSES (10/03-DCM)**  
**(FAC 2001-17)**  
**SECTION I**  
**CONTRACT CLAUSES**  
**GENERAL CLAUSES FOR A**  
**COST REIMBURSEMENT CONTRACT**

**I.1 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

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

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

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (July 1995)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (OCT 2003), Alternate 1 (Oct 2003)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-2	Audit and Records - Negotiation (JUNE 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)

52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)
52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MARCH 1997)
52.217-2	Cancellation under Multiyear Contracts (OCT 1997)
52.219-4	Notice of Price Preference for HUBZONE Small Business Concerns (JAN 1999)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontract Plan (JAN 2002) (Applicable to contracts over \$500,000)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990). The amount in paragraph (a) is “zero” unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (JUNE 2003)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
52.223-6	Drug Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.225-1	Buy American Act - Supplies (JUNE 2003)

52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2003)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.227-17	Rights in Data – Special Works (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (NOV 1999)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-34	Payment by Electronic Funds Transfer- Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest after Award (AUG 1996) Alternate I (JUNE 1985)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUGUST 1998)
52.244-5	Competition in Subcontracting (DEC 1996)

52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JUNE 2003)
52.246-5	Inspection of Services-Cost Reimbursement (APRIL 1984)
52.246-23	Limitation of Liability-(FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

<b>HHSAR Clause No.</b>	<b>Title and Date</b>
352.202-1	Definitions (JAN 2001) Alternate I (APRIL 1984)
352.224-70	Confidentiality of Information (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APR 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (APRIL 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (APR 1984)

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

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

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing

such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

**PART III- LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>Pages</u>
1. Reference Materials	2
2. ARHQ Web Product and Web Development Guidelines	5
3. Past Performance Questionnaire and Contractor Performance Form	5
4. SF LLL-A, Disclosure of Lobbying Activities	3
5. HHS Credit Release Form	1
6. Small Business Subcontracting Plan	9

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

**(FAC 2001-17)**

**PART IV. REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

K.1	HHSAR 315.204-5	Representations and Instructions
K.2	FAR 52.203-2	Certification of Independent Price Determination (APRIL 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (May 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (DEC 2001)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (APRIL 2002)
K.9	FAR 52.219-22	Small Disadvantaged Business Status (OCT 1999)
K.10	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.11	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.12	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.13	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (AUG 2003)
K.14	FAR 52.225-2	Buy American Act Certificate (JUNE 2003)
K.15	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 2001)
K.16	FAR 52.227-15	Representation of Limited Rights Data and Restricted Computer Software (MAY 1999)
K.17	FAR 52.230-1	Cost Accounting Standards Notice and Certification (JUNE 2000)
K.18	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.19	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke

**K.1 REPRESENTATIONS AND INSTRUCTIONS**

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

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

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

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(RFP No.)

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

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

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

(a) The offeror certifies that--

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

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

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

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

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

(End of provision)

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

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

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

(End of provision)

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

- (a) Definitions:

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

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

- (b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(f) Common Parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

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

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

and whose management and daily business operations are controlled by one or more women.

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

(End of Provision)

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

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
    - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
    - (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

(End of provision)

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

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

Place of Performance (Street  
Address, City, County State,  
Zip Code)

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

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

(End of provision)

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

- (a)
  - (1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.
  - (2) The small business size standard is \$21 million.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  
- (b) Representations.
  - (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
  - (2) [Complete only if offeror represented itself as a small business concern in block (b) (1) of this provision.]  
The offeror represents, for general statistical purposes that it [ ] is [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) [Complete only if offeror represented itself as a small business concern in block (b) (1) of this section.]  
The offeror represents as part of its offer that it [ ] is [ ] is not a women-owned small business concern.
  - (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]  
The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
  - (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]  
The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
  
- (c) Definitions. As used in this provision -

**Service-disabled veteran-owned small business concern-**

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of

the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

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

(End of Provision)

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

(a) *General.*

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

(b) *Representations.*

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

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

- (A) No material change in disadvantaged ownership and control has occurred since certification.
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

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

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

(c) *Penalties and Remedies.* Anyone how misrepresents any aspect of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

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

(End of Provision)

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

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

agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

(End of Clause)

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

The offeror represents that--

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

(End of provision)

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

The offeror represents that--

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

or

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

(End of provision)

**K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (FAR 52.223-13)**

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
  - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
  - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
  - (iv) The facility does not fall within Standard Industrial Classification Code (SIC) or their corresponding North American Industry sectors:
    - (A) Major group code 10 (except 1011, 1081 and 1094).
    - (B) Major group codes 12 (except 1241).
    - (C) Major group codes 20 through 39.
    - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
    - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recover services on a contract or fee basis); or
  - (v) The facility is not located in the United States or its outlying areas.

(End of provision)

**K.14 BUY AMERICAN ACT CERTIFICATE (JUNE 2003) (FAR 52.225-2)**

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

(b) Foreign End Products

Line Item No.	Country of Origin
_____	_____
_____	_____

(List as necessary)

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

(End of provision)

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

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

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

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

(End of Provision)

**K.16 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999) (FAR 52.227-15)**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401) Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- (c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -

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

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

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

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

- (c) Check the appropriate box below:

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

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or

Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

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

Yes     No

(End of Provision)

**ALTERNATE I (APR 1996)**

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

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

- (a) A Disclosure Statement filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.
- (b) The Disclosure Statement will be submitted within the six month period ending \_\_\_\_\_ months after receipt of this award.

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

\_\_\_\_\_

(END OF ALTERNATE I)

**K.18 CERTIFICATE OF CURRENT COST OR PRICING DATA (FAR 15.406-2)**

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

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

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

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

FIRM \_\_\_\_\_

NAME \_\_\_\_\_ Signature \_\_\_\_\_

TITLE \_\_\_\_\_

DATE OF EXECUTION\*\*\* \_\_\_\_\_

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

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

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

End of Certificate

## **K.19 ENVIRONMENTAL TOBACCO SMOKE**

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

### **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

Organization: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

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

- a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Solicitation Provisions
  - (1) 52.215-16 Facilities Capital Cost of Money (JUNE 2003)
  - (2) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)

### **L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (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, Inc. 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 shall be prepared to provide the following information:
    - (i) Company business legal name.
    - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state, and Zip Code (if separately from physical).

- (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 (OCT 1997) (FAR 52.215-1)**

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

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

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

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

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

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

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

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.
- (2) The first page of the proposal must show—
  - (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submissions, modification, revision, and withdrawal of proposals.
  - (i) Offerors are responsible for submitting proposals, and any modification or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the

Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

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

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

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

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

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

(f) Contract award.

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

Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly

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

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

(End of provision)

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

The Government contemplates award of a cost reimbursement type contract resulting from this solicitation.

It is anticipated that one (1) award will be made from this solicitation and that the award will be made on/about **August 1, 2004**.

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

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

Director, Division of Contracts Management  
Agency for Healthcare Research and Quality  
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.6 POINT OF CONTACT FOR TECHNICAL INQUIRIES**

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

All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **April 2, 2004**. Answers to questions shall be posted in an amendment on AHRQ's web site <http://www.ahrq.gov> below the solicitation (see Funding Opportunities) as well as in the FedBizzOpps.

Mail or email inquiries to:

Agency for Healthcare Research and Quality  
Contracts Management  
540 Gaither Road  
Rockville, MD 20850  
Attention: Darryl Grant, Contracting Officer

Fax: (301) 427-1740

Email – [dgrant@ahrq.gov](mailto:dgrant@ahrq.gov)

## **L.7 GENERAL INSTRUCTIONS**

### Introduction

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

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

regulations, in effect at the time of execution of the proposed contract, will be included.

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

- I. COVER PAGE: Include RFP title, number, name of organization, author(s) of technical proposal, and indicate whether the proposal is an original or a copy.
- II. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.8).
- III. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.9)
- IV. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.10)
- V. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.11).

- c. Separation of Technical, Past Performance Information, Small Disadvantaged Business Participation Plan and Business Proposal:

The proposal shall be in 4 parts: (1) Technical Proposal; (2) Past Performance Information; (3) Small Disadvantaged Business Participation Plan; and (4) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however resources information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

- d. Evaluation of Proposals: The Government will evaluate technical proposals in accordance with the criteria set forth in Section M, Evaluation/Award Criteria.

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

Therefore:

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

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

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

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

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

## **L.8 TECHNICAL PROPOSAL INSTRUCTIONS**

The technical proposal shall contain an **original, five (5) copies and an electronic copy on disk or CD in Word or WordPerfect**. The technical proposal described below shall be limited to 200 pages not including resumes or bibliographies, with no less than a 11 point pitch, with the majority of the text double-spaced (list of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible

### a. Recommended Technical Proposal Format

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

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

(4) Technical Discussion: The offeror shall prepare a technical discussion which addresses the evaluation criteria 1, 2, 3 and 4 listed below. Evaluation criteria 5 and 6 are to be prepared in accordance with Sections L.9 and L.10. The offeror shall further state that no deviations or exceptions to the SOW are taken. The evaluation criteria are as follows:

1. Proposed Technical Approach
  - a. Technical Discussion
  - b. Transition Plan
  - c. Project Management
  - d. Quality Assurance Plan
  - e. Staffing
2. Qualifications of Proposed Staff, Including Consultants
3. Facilities and Equipment
4. Organizational/Corporate Experience
5. Past Performance (See Section L.9)
6. Small Disadvantaged Business Participation Plan (See Section L.10)

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

1. Proposed Technical Approach

a. Technical Discussion

The offeror shall describe their approach with respect to the requirements of this acquisition:

**Data base management and file construction** (Tasks C.3.2.1, C.3.3.1, and C.3.4.1), the procedures for cataloguing and documentation, maintaining the integrity and security of the data files, and assuring high quality programming and data, including state-of-the-art software configuration management (version control management, software defects tracking, automated software build processes, and software concurrent development management), software requirements analysis, software testing, and software life-cycle documentation;

The offeror shall assume the following:

i) Center for Financing, Access and Cost Trends

1. Assume that the NMES and MEPS data bases will consist of a catalogue of 10,000 files, including back-up copies and temporary working files.

2. Assume that 100 files will be received for installation and 75 files transmitted to outside users each year.

3. Assume that there will be 25 major file development tasks each year.

ii) Center for Delivery, Organization and Markets

1. Assume that the HCUP data bases will consist of a catalogue of 2,000 files, including back-up copies and temporary working files.

2. Assume that 100 files will be received for installation and 60 files transmitted to outside users each year.

3. Assume that there will be 15 major file development tasks each year.

iii) Other Office/Centers

1. Assume that patient-level or encounter-level administrative and clinical data bases, as well as other public health survey and epidemiology and surveillance data bases, will consist of a catalogue of up to 300 major files generated both internally and externally, including temporary working files.

2. Assume that 30 files will be received for installation each year.

3. Assume that there will be 5 major file development tasks each year.

**Data analysis and dissemination** (Tasks C.3.2.2, C3.3.2, and C3.4.2), the procedures for dissemination, production and documentation of data files for outside users as well as maintenance of MEPS and HCUP web sites; and their approach to managing and analyzing a large, multi-year, multi-source, and multi-user database and large administrative encounter-level and clinical data in support of health services research.

The offeror shall assume the following:

i) Center for Financing, Access and Cost Trends

1. Assume that 30 research projects will be active in any given month.

2. Assume that 3 analysts will be engaged full-time in simulation modeling and will require support.

3. Assume that 40 public use files will be produced over the life of the contract.

ii) Center for Delivery, Organization and Markets

1. Assume that 20 research projects will be active in any given month.

2. Assume that 40 public use files will be produced over the life of the contract, and that special estimates will be made or secondary data will be linked to public use files for 20 outside users each year.

iii) Other Office/Centers

1. Assume that 6 research projects will be active in any given month.

b. Develop and Implement a Transition Plan (Task C.3.5)

The offeror shall describe their approach for organizing the transition from the preceding contractor to this contractor--transferring complete responsibility for all files, documentation, and software within 60 days of the effective date of the contract and assuring that all of the ongoing activities listed above are fully staffed and operational within 60 days of the effective date of the contract. The incumbent should describe instead the process for successful close-out of the proceeding contract including any necessary disposition of files, documentation and software, and any implication for the new contract start-up.

c. Project Management (Task C.3.6)

The offeror shall describe their organizational structure and management systems, including the management of subcontractors, multiple simultaneous tasks with competing needs, the personnel assigned to each task(including on-site activities) and the labor hours proposed, the plan for ensuring availability of adequate staff, the plan for reporting the required technical and cost information to the Government, the system for maintaining efficient use of computer and programmer resources, the plan for responding to special requests for programming on short notice, and planned methods for assuring the successful completion of all tasks within the time and budget allocated. Suitable logistical plans to facilitate face-to-face meetings must be addressed, as well as management commitment to respond within one hour to requests for support.

d. Quality Assurance Plan (Task C.3.7)

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

offeror shall also demonstrate the ability and flexibility to respond rapidly to changes in budget, priorities and the schedule.

e. Staffing

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

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

Task C.3.2.1 Data Base Management, File Development, and Documentation

Task C.3.2.2 Data Analysis and Dissemination

C.3.2.2.1 Staff research projects

C.3.2.2.2 Microsimulation modeling

C.3.2.2.3 Public use files

C.3.2.2.4 Data Center Activities

C.3.2.2.5 Production of online publication

C.3.2.2.6 Management and Coordination of MEPS Products and Web Site

C.3.2.2.7 Data development for LTC and specialized statistical analyses

C.3.2.2.8 Special data runs

Task C.3.5 Development and Implementation of Transition Plan

Task C.3.6 Project Management

Task C.3.7 Quality Assurance

\* Substitute C.3.2.2.x with C.3.3.2.x and C.3.4.2.x for CDOM and other centers.

2. Qualifications of Proposed Staff, Including Consultants

The Offeror shall describe:

- a) Experience of the Project Director as it relates to the requirements of this acquisition as evidenced by educational attainment, employment history, experience and specific professional, scientific or technical accomplishments, including the minimum experience requirements below.

At least 5 years of experience in each of the following:

Directing the maintenance and analysis of a large, complex, hierarchical, multi-user survey databases and large administrative encounter-level and clinical data in direct support of health services research;

Data processing management, including responsibility for the recruitment and supervision of multi-disciplinary teams including programming and other support staff, fiscal controls, and technical oversight;

Production and documentation of edited and imputed health-related variables from raw survey data and administrative records;

Production of public use data files and documentation from large, complex, hierarchical, multi-user survey databases and large administrative encounter-level data, for independent use by persons not affiliated with the originating organization;

Use of computers in health services research, including use of SAS, STATA SUDAAN, techniques and software for imputing missing data (including weighted sequential hot-decking), estimation and hypothesis testing with data from a complex survey design, micro-simulation modeling, and econometric analysis of micro-level data;

Analysis of health care quality (both clinical and patient satisfaction), patient outcomes, access and continuity/coordination of care, utilization, and/or expenditure data;

Collaboration with health services researchers on statistical analyses and behavioral research appearing in government reports, in scholarly books or journals, or similar publications;

Management of multiple simultaneous data processing tasks, for users with competing demands in a timely and efficient manner.

- b) Experience of staff and consultants as it relates to the requirements of this acquisition as evidenced by educational attainment, employment history, experience and specific professional, scientific or technical accomplishments.

3 or more years of experience with respect to the following types of programming skill/experience:

Regularly programming in SAS, STATA, and SUDAAN;

Using health related survey data (which must include analysis of health care quality (both clinical and patient satisfaction), patient outcomes, access and

continuity/coordination of care, utilization, and expenditures), or comparable formal education in a health-related field or social science;

Collaborating with health services researchers on statistical analyses and behavioral research appearing in government reports, in scholarly books or journals, or similar publications;

Development of documentation and preparation of data files from large, complex, hierarchical, multi-user survey databases and large administrative encounter-level data, for independent use by persons not affiliated with the originating organization;

Estimation and hypothesis testing with data from a complex health survey design;

Linking complex, hierarchical, multi-user survey databases such as MEPS and large administrative encounter-level and clinical data to other large, multi-user databases including but not limited to data from the National Health Interview Survey, Medicaid and Medicare administrative files, Area Resource File; and

Using other large databases such as data from the Health Care Cost and Utilization Project, Current Population Survey, American Hospital Association files, Survey on Income Program Participation, Medicare Current beneficiary Survey.

### 3. Facilities and Equipment

The offeror shall describe the suitability, quality and cost-efficiency of their facilities and equipment available for the performance of all requirements of this acquisition.

### 4. Organization/Corporate Experience

Offerors should list and summarize any contracts (state or federal) or grants (state, federal, or private foundation) recently completed (within the last 3 years - since January 1, 2001), or that are currently in process, and describe the relevance to the tasks, sub-tasks, and associated activities that may be performed under this contract. Relevance and quality of corporate experience as it relates to the requirements of this acquisition, including the following:

At least 5 years of experience in:

Management and analysis of a large, hierarchical, multi-user survey database and large administrative encounter-level data in direct support of health services research;  
Development of formal systems for monitoring and maintaining efficiency in the use of computer and programmer resources;

Creation of edited and imputed medical expenditure and other health-related variables from raw survey data;

Analysis of health care quality, utilization, and/or expenditures;

Complex statistical programming, including microsimulation modeling, use of PC-based and mainframe SAS, SPSS, STATA, LIMDEP, GAUSS, SURREGR, and SUDAAN, and the creation of survey sampling weights;

Production of documentation and data files from large, complex, hierarchical, multi-user survey databases and large administrative encounter-level data for independent use by other organizations; and

Use of high-quality life-cycle software development standards and procedures, software configuration management tools, software testing and quality assurance tools and software and systems documentation management systems;

## **L.9 Past Performance Information**

Offerors shall submit the following information in an original and two (2) copies as part of their proposal for both the offeror and proposed major subcontractors:

- (1) Provide a listing of the offeror's recently completed (since January 1, 2001) and ongoing work (contracts and grants) directly related to the requirements of this acquisition. This listing shall include a brief description of each relevant project. Contracts or grants may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contracts/grants should provide evaluations forms for contracts/grants and subcontracts as required above for all key personnel.

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

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

- (2) The offeror may provide information on problems encountered on the contracts, grants and subcontracts identified in (1) above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts/grants. General performance information will be obtained from the evaluation forms.
- (3) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (4) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

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

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

Evaluation forms must be received by **May 17, 2004** 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.10 Small Disadvantaged Business Participation Plan

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

- A. All offerors, regardless of size, shall submit the following information **in one clearly marked section** of their business proposal. An original and two (2) copies of this plan should be provided.

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

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

B. SDB participation information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. The Government is not required to

contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

## **L.11 BUSINESS PROPOSAL**

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

### **A. Cost/Price Proposal**

The cost/price proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. **The proposal costs should be provided per project year for each of the five years in addition to a cumulative cost for the entire project.**

A cost proposal, in the amount of an original and two (2) copies, shall be provided. As appropriate, cost breakdowns shall be provided for the following cost elements:

#### **(1) 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.

#### **(2) Supplies and Equipment**

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

(3) Travel

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

(4) Consultants

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

(5) Subcontractors

Subcontractor costs shall be broken down in sufficient detail adequate to establish the reasonableness of the proposed amount. Support documentation should include degree of subcontract competition and basis for selecting source.

(6) 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.

(7) Indirect Costs

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

To assist offerors in preparing their business proposals, see Section L.8 under Technical Discussion which provides assumptions to be used concerning the scope of work under this acquisition.

- B. Small Business Subcontracting Plan: All offerors except for small businesses are required to submit a subcontracting plan in accordance with the Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, FAR 52.219-9, incorporated in this solicitation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model

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 their initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.** The subcontracting plan should be submitted with the business proposal.

**This provision does not apply to small business concerns.**

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

The offeror understands that:

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

individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.

- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value) is **23% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value) for **Small Disadvantaged Businesses**, and at least **5%** (as a percentage of total contract value) for **Women-Owned Small Businesses** at least **2.5%** (as a percentage of total contract value) for **Hubzone Small Businesses** and at least **3%** (as a percentage of total contract value) for **Veteran-Owned Small Businesses**.

C. Other Administrative Data

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

Minimum Bid Acceptance Period (April 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 days.
- (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
- (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i)

the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.

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

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

## **L.12 SELECTION OF OFFERORS**

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, etc.
- c. The Contracting Officer will, in concert with Agency staff, evaluate past performance and the Small Disadvantaged Participation Plan of the technically acceptable offerors and decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, 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.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

1. Selection of an offeror for contract award will be based on an evaluation of proposals against four factors and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The four factors are: technical, cost, past performance, and small disadvantaged business (SDB) subcontracting plan. The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. Offerors that submit technically acceptable proposals will then be evaluated for past performance and for their Small Disadvantaged Business Subcontracting Plan. Following the evaluation of the offeror's past performance and Small Disadvantaged Business Participation Plan, a competitive range will be determined.
2. All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. However, cost/price may become a critical factor in source selection in the event that two or more offerors are determined to be essentially equal following the evaluation of all factors other than cost or price. In any event, the Government reserves the right to make an award to that offeror whose proposal provides the best overall value to the Government. The Government reserves the right to make a single award, multiple awards, or no award at all.

### **THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSIONS**

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

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

**TECHNICAL EVALUATION CRITERIA** **WEIGHT**

**1. The Proposed Technical Approach** **45**

The offeror’s technical approach will be evaluated on how clearly and concisely the proposal presents a detailed plan to accomplish all requirements in the statement of work. The 50 points will be distributed as follows:

- a. Technical Discussion 15
- b. Transition Plan 10
- c. Project Management 10
- d. Quality Assurance Plan 5
- e. Staffing 5

**2. Qualifications of Proposed Staff, Including Consultants** **30\***

The resumes of proposed key personnel and consultants will be evaluated for documented experience, educational background and training. The availability of proposed staff and their designated responsibility on the project will be evaluated.

\*The experience and qualifications of the Project Director are worth a maximum of 10 points; the experience and qualifications of the other staff and consultants are worth 20.

**3. Facilities and Equipment** **5**

The offeror will be evaluated on the suitability, quality and cost-efficiency of the facilities and equipment available for the performance of all requirements of this acquisition.

**4. Organizational/Corporate Experience** **20**

The proposal will be evaluated as to the relevance and quality of corporate experience as it relates to the requirements of this acquisition.

**TOTAL POINTS** **100**

## **5. Past Performance**

**10 points**

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

The offeror's past performance will be evaluated after determination of the competitive range. Only those offerors included in the competitive range will be evaluated.

The completed questionnaires will provide a basis for determining past performance evaluation as well as information obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractors and key personnel records. Past performance will be scored on a range from 0 to 10, with 10 being the most favorable.

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

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

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

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

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

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

**6. Small Disadvantaged Business Participation Plan**

**5 points**

The offeror's Small Disadvantaged Business Participation Plan will be evaluated after determination of the competitive range. Only those offerors included in the competitive range will be evaluated.

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

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

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

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

## **Attachment 1**

### **Reference Materials**

#### **MEPS**

Reference materials are available on the Medical Expenditure Panel Survey (MEPS) web site <http://www.meps.ahrq.gov/>

The following is a sample listing of recently released data products and statistical briefs:

#### **A. Data Products (2003 releases)**

MEPS HC-053: 2002 P6R3/P7R1 Population Characteristics

MEPS HC-051I: Appendix to MEPS 2000 Event Files

MEPS HC-052: 2000 Medical Conditions File

1996-1999 MEPS Household Component - Insurance Component Linked Data

Household Component - Insurance Component Linked Data for 1998 [HC/IC98LINK]

Household Component – Insurance Component Linked Data for 1997[HC/IC97LINK]

MEPS HC-050: 2000 Full Year Consolidated Data File

Update to the MEPS Table Compendium: 2002 Health Insurance Tables

HC-051D 2000 Hospital Inpatient Stays File

HC-051A 2000 Prescribed Medicines File

#### **B. Statistical Briefs (2003)**

Roberts, M. Statistical Brief No. 9 (2003) – Hospital admission rates – 1987 and 1998. Available on MEPS website.

Crimmel, B. Statistical Brief No. 10 (2003) – Differentials in employment-related health insurance coverage – 2000. Available on MEPS website.

Carroll, W. Statistical Brief No. 11 (2003) – The health insurance status of U.S. workers, 2001. Available on MEPS website.

Chevarley, F. Statistical Brief No. 12 (2003) – Children’s access to necessary health care, Fall 2001. Available on MEPS website.

Krauss, N. Statistical Brief No. 13 (2003) – Asthma treatment: Use of medications and devices, 2000. Available on MEPS website.

Greenblatt, J. Statistical Brief No. 14 (2003) – Trends in access to routine care and experiences with care: 2001. Available on MEPS website.

Sommers, J. Statistical Brief No. 16 (2003) – Employer-sponsored health insurance for large employers in the private sector, by industry classification: 2000. Available on MEPS website.

Crimmel, B. Statistical Brief No. 18 (2003) – Employer-sponsored single and family health insurance coverage: Selection and Cost, 2000. Available on MEPS website.

Rhoades, J. Statistical Brief No. 19 (2003) – The uninsured in America-2000: Estimates for the civilian noninstitutionalized population under age 65. Available on MEPS website.

Stagnitti, M. Statistical Brief No. 21 (2003) – Trends in outpatient prescription drug utilization and expenditures: 1997-2000.

Branscome, J. Statistical Brief No. 23 (2003) – Employer-sponsored single, employee-plus-one and family health insurance coverage: Selection and cost, 2001

## **HCUP**

Reference materials are available on the Healthcare Cost and Utilization Project (HCUP) web site <http://www.ahrq.gov/data/hcup/>

The web site has a general overview of the project, followed by detailed descriptions of each of the data products. In addition, several tools have been developed using the data, and these are described and accessible as well. Finally, there are several example publications using the HCUP data; several are internal descriptive products, as well as several manuscripts produced by researchers outside of the Agency.

## **Other Web Site References**

For information about CAHPS: [www.ahcpr.gov/qval/cahpfact.htm](http://www.ahcpr.gov/qval/cahpfact.htm)

For information about NCQA Quality Compass and HEDIS: [www.ncqa.org/qc/qcmain.htm](http://www.ncqa.org/qc/qcmain.htm)  
and [www.ncqa.org/hedis.htm](http://www.ncqa.org/hedis.htm)

For information about HCFA Medicare and Medicaid data in general: [www.hcfa.gov/stats/stats.htm](http://www.hcfa.gov/stats/stats.htm)

For information about MDS: [www.hcfa.gov/medicare/hsqb/mds20/overview.htm](http://www.hcfa.gov/medicare/hsqb/mds20/overview.htm)

## Attachment 2

# AHRQ Web Product and Web Site Development Guidelines

## Section 1: Guidelines for Web-Based Products

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

### **Quality Control/Editorial Review**

This involves checking for spelling and grammar mistakes, formatting issues, general consistency, and style. This should be done by the AHRQ grantee or contractor prior to submission of the final product for posting on the AHRQ Web site. Federal resources follow the GPO Style Manual which is available electronically at: <http://www.access.gpo.gov/styleman/2000/browse-sm-00.html>

### **Accessibility**

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

### **Intellectual Property Rights.**

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

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

### **Technical Assistance**

We cannot release a tool without providing the following:

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

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

### **Usability and Version Control**

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

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

### **Privacy Act Protections**

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

## **Section 2: Guidelines for New Web Sites**

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

### **Clearance**

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

### **Domain Names**

All domain names for any Web resource funded in whole or in part by Federal funds must be registered as .gov through HHS with the General Services Administration (GSA). Although other domains, such as .org, .net, .edu, .com may also be reserved by the Agency, the .gov domain must be registered and that domain name will need to be indexed by FirstGov, the GSA portal to government-funded resources. The FirstGov link is then required on the home page of the site. Coordinate with OCKT on domain name requests. ***AHRQ Chief Information Officer (CIO) and AHRQ Webmaster (OCKT) responsibility: To obtain approval for domain names.***

### **Editorial Review**

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

### **Accessibility**

Under the Americans with Disabilities Act, Federal agencies have an obligation to provide equal access to the disabled through their Web-based resources. Requirements are specified in section 504 and more

recently 508. Development in frames is strongly discouraged because accessibility design requirements might necessitate creating a text or non-frames version of a site developed in frames. Equivalent alternatives are required for auditory and visual information, such as providing alternative descriptive text for images for the blind and providing captions for audio-video files for the deaf. Written transcripts are required for all streaming audio. PDF files can be offered in conjunction with accessible files, such as HTML versions, but avoid uploading PDF-only versions of documents. OCKT has software used to evaluate Web sites and can provide a report on any accessibility violations that would need to be addressed before launch. **Contractor responsibility: To develop Web resources that are 508 compliant and respond to any violations determined during AHRQ assessment of the site.**

### **Privacy**

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

**Contractor responsibility: To work in coordination with AHRQ staff for submission of the Privacy Act System notice and to adopt or modify the general privacy policy of the AHRQ main Web site.**

**Contractor responsibility: To work in coordination with AHRQ staff for submission of the Privacy Act System notice and to adopt or modify the general privacy policy of the AHRQ main Web site.**

### **Web Site Mailbox**

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

### **Records Management**

All content on the site and e-mail generated by the site must be archived electronically and handled according to records retention schedules and disposition authorities as established with the National Archives and Record Administration. This requirement also affects Web site log files and statistical reporting on Web site usage. **Contractor responsibility: To comply with the records management requirements of the AHRQ main Web site and to submit Web site usage statistics on an annual fiscal year basis to the AHRQ Webmaster to include as Web metrics for Agency reporting under the Government Performance Reporting Act .**

### **Information Collection Budget**

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

### **Intellectual Property**

Copyright and trademark protections need to be observed on Web sites. Permissions for use must be granted for any copyrighted information included and registered trademarks need to be reflected in copy. Any copyright or trademark constraints related to materials uploaded to a site must be specified for users.

Public domain does not extend outside the borders of the United States. Therefore, foreign countries must request specific permission for use. Given the global nature of the Internet, citation as to source is a critical issue. **Contractor responsibility: To coordinate with AHRQ on permission requests and follow trademark guidelines provided.**

### **Linking**

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

### **Electronic FOIA**

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

### **Security**

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

### **Usability**

Web resources should include usability testing, evaluation, and modification as an integral and recurring part of the development effort to ensure they are effective for the electronic business processes they are supposed to facilitate. Go to <http://www.usability.gov> as a reference for best practices in initial development or redesign of Web resources. **Contractor responsibility: To address usability issues and to work in coordination with AHRQ staff on usability testing.**

### **Web Sponsor Identity**

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

- **Web site URL name:** The name of a Web site should always contain AHRQ in the URL. A Web resource should either be a folder on the main AHRQ Web site ([www.ahrq.gov/chiri](http://www.ahrq.gov/chiri)) or a third-level domain of the Web site ([www.webmm.ahrq.gov](http://www.webmm.ahrq.gov)).
- **Title of Web site project:** AHRQ's name should be part of the formal title and appear at the beginning of the Web site's project name. For example: AHRQ's Web Morbidity and Mortality online journal.
- **HHS and AHRQ logos:** The HHS and AHRQ logos should be featured prominently on the Web site and in materials that are used to market that Web site.
- **Web site home page format:** The Web site home page should have common design and navigation elements with the HHS Portal and the AHRQ Web site so that all Web sites look as though they

belong to the Department and AHRQ Web family. An HHS Portal Web Development Style Guide is available upon request from OCKT to provide technical specifications and templates for developers to consult when designing Web resources.

***Contractor responsibility: To develop Web resources that is consistent with identity principles and design specifications in coordination with AHRQ staff.***

## **Additional Information**

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

Gerri Michael Dyer  
Electronic Dissemination Advisor  
E-mail: [gdyer@ahrq.gov](mailto:gdyer@ahrq.gov)  
Phone: 301-427-1898

Biff LeVee  
AHRQ Web Site Manager  
E-mail: [blevee@ahrq.gov](mailto:blevee@ahrq.gov)  
Phone: 301-427-1897

Attachment 3

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-03-0004, entitled "Data Management and Computer Programming Support." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form. **This information is to be provided to Mr. Darryl Grant, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing.** Please provide an honest assessment and return to AHRQ to the address shown below, no later than **May 17, 2004**. If you have any questions, please contact Mr. Darryl Grant at (301) 427-1785.

Mr. Darryl Grant  
Agency for Healthcare Research and Quality  
Division of Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850

FAX: (301) 427-1740

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

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

\_\_\_\_\_

**Contractor Performance Form**

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

**CONTRACTOR’S PERFORMANCE RATING**

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

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

Customer Satisfaction - Is/was the Contractor committed to customer satisfaction? \_\_Yes\_\_ No ; Would you use this Contractor again? \_\_Yes\_\_No

Reason:

**NAME OF EVALUATOR:** \_\_\_\_\_

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

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

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

**MAILING ADDRESS:**

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

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

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

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

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

**ATTACHMENT 4**

**0348-0046**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier_____, if known:  Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime  Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description  CFDA Number, if applicable:_____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$_____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):     (attach Continuation Sheet(s))			b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI)     SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply):  \$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply):  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:		
12. Form of Payment (check all that apply):  <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11:   (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.			Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____		
<b>Federal Use Only</b>			Authorized for Local Reproduction Standard Form--LLL		



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

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

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

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

Attachment 5

HHS CREDIT RELEASE

Fair Credit Reporting Act of 1970, as amended

PLEASE TAKE NOTICE THAT ONE OR MORE CONSUMER CREDIT REPORTS MAY BE OBTAINED FOR EMPLOYMENT PURPOSES PURSUANT TO THE FAIR CREDIT REPORTING ACT, AS AMENDED, 15 U.S.C., § 1681, *ET SEQ.* SHOULD A DECISION TO TAKE ANY ADVERSE ACTION AGAINST YOU BE MADE, BASED EITHER IN WHOLE OR IN PART ON THE CONSUMER CREDIT REPORT, THE CONSUMER REPORTING AGENCY THAT PROVIDED THE REPORT PLAYED NO ROLE IN THE AGENCY'S DECISION TO TAKE SUCH ADVERSE ACTION.

Information provided by you on this form will be furnished to the consumer reporting agency in order to obtain information in connection with an investigation to determine your (1) fitness for Federal employment, (2) clearance to perform contractual service for the Federal Government, and/or (3) security clearance or access. The information obtained may be redisclosed to other Federal agencies for the above purposes and in fulfillment of official responsibilities to the extent that such disclosure is permitted by law.

I hereby authorize the Department of Health and Human Services (HHS) to obtain such report(s) from any consumer/credit reporting agency for employment purposes.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(SSN)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Your Social Security Number is needed to keep records accurate, because other people may have the same name. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

ATTACHMENT 6

SMALL BUSINESS SUBCONTRACTING PLAN

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

CONTRACTOR \_\_\_\_\_

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

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

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

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

TOTAL CONTRACT AMOUNT: \$	_____	\$	_____
	Total contract or Base-Year, if options		Option #1 (if applicable)
\$	_____	\$	_____
	Option #2 (if applicable)		Option #3 (if applicable)
			Option #4 (if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ \_\_\_\_\_

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ \_\_\_\_\_

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

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 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 calling for supplies or services required for performance of the contract or subcontract. **If assistance is needed to locate small business sources, contact the Office of Small and Disadvantage Business Utilization (OSDBU) at (202) 690-7300 or the OPDIV Small Business Specialist at \_\_\_\_\_.** Sources may also be obtained from SBA's PRONET website. Please note that the Department of Health and Human Services (HHS) has subcontracting goals of \_\_\_\_\_% for small business (SB), \_\_\_\_\_% for small disadvantaged business (SDB), \_\_\_\_\_% for HubZone businesses (HUBZone), \_\_\_\_\_% for women-owned business (WOSB), \_\_\_\_\_% for veteran-owned business (VOSB), 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 goals, at a minimum, \_\_\_\_\_% for small business, \_\_\_\_\_% small disadvantaged business, \_\_\_\_\_% for HubZone businesses, \_\_\_\_\_% for woman owned businesses, and \_\_\_\_\_% for veteran-owned businesses. 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.**

**NOTE TO CONTRACTORS:** Please provide your CCS number with your Dun & Bradstreet number.

**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** This plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during the year approved. The contractor must provide a copy of the initial agency approval, and must submit an annual SF 295 to HHS with a breakout of subcontracting prorated for HHS (with a OPDIV breakdown, if possible.)

**2. Goals**

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

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$ \_\_\_\_\_ (b + h = a) (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, HUBZone, SDVOSB and VOSB): (% 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  
\$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_



i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB 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, SDB, WOSB, HUBZone, and VOSB 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.)

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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, SDVOSB and VOSB concerns.

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**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 indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)

Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, SDVOSB and VOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing. \_\_\_\_\_ yes \_\_\_\_\_ no

Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, SDVOSB and VOSB 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, SDVOSB and VOSB 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, SDVOSB and VOSB concerns. \_\_\_\_\_ yes \_\_\_\_\_ no
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HubZone small, small disadvantaged, and women-owned small business participation.  
\_\_\_\_\_ yes \_\_\_\_\_ no
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, SDVOSB and VOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (<http://www.sba.gov>), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices; \_\_\_\_\_ 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;
- j. Ensuring that SB, SDB, WOSB, HUBZone, and VOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- 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;
- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- m. Preparing, and submitting timely, required subcontract reports;
- n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures.
- o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- p. Other duties: \_\_\_\_\_

#### 4. Equitable Opportunity

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

- a. Outreach efforts to obtain sources:
  - 1. Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, and VOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>) and other SBA and Federal agency resources. Contractors may also conduct market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-Portals in Commerce is not a mandatory source and may be used at the offeror's discretion.
- b. Internal efforts to guide and encourage purchasing personnel:
  - 1. Conducting workshops, seminars, and training programs;

2. Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, and VOSB source lists, guides, and other data for soliciting subcontractors; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

Additional efforts:

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## 5. Flow Down Clause

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

## 6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, (required only for contracts containing the clause 52.219-25) and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

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

Special instructions for commercial plan: SF 295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

- a. Submit SF 294 to cognizant Awarding Contracting Officer.

- b. Submit Optional Form 312, (OF-312), if applicable, to cognizant Awarding Contracting Officer.
- c. Submit SF 295 to cognizant Awarding Contracting Officer and to the:

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

- d. Submit “information” copy of the SF 295 and the SF 294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

**7. Record keeping**

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

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## 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, HubZone small business concerns, small disadvantaged small business concerns, veteran-owned small business concerns and women-owned small business concerns.

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

## 9. Description of Good Faith Effort

Maximum practicable utilization of small, HubZone small, small disadvantaged, veteran-owned, and women-owned small business 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, HubZone, small disadvantaged, veteran-owned and women-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.

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# 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**  
**Date:** \_\_\_\_\_

This plan was reviewed by:

**Signature:** \_\_\_\_\_  
**Typed Name:** \_\_\_\_\_  
**Title:** **SBA Procurement Center Representative**  
**Date:** \_\_\_\_\_

**And Is Accepted By:**

**OPDIV:** \_\_\_\_\_  
**Typed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

