Substance Abuse and Mental Health Services Administration
Division of Contract Management, OPS
1 Choke Cherry Road, Room 7-1051
Rockville, MD 20857

#### REQUEST FOR PROPOSAL (RFP) No. 283-07-1000

"Substance Abuse and Mental Health Services Administration Indefinite Delivery Indefinite Quantity (SAMHSA IDIQ)"

Date Issued: September 13, 2006
Date Due: October 31, 2006
Intent Notice Due: October 3, 2006
Time Due: 3:00 pm, Local Time

#### Ladies and Gentlemen:

The Substance Abuse and Mental Health Services Administration, (SAMHSA), invites you to submit a proposal in accordance with the requirements of Request for Proposal No. 283-07-1000 for the project entitled "SAMHSA IDIQ." There will be multiple North American Industry Classification System (NAICS) codes for this acquisition. The small business size standard will vary with the different Domains (see page 80 for the NAICS Codes for the separate Domains).

A Performance Based Cost Plus Award Fee Completion type of contract is contemplated for a Base period of one (1) year plus four twelve month (12) option periods. Individual Task Orders will be awarded on a performance based cost-plus award fee basis. It is expected that multiple awards will be made from this RFP. SAMHSA anticipates awarding approximately ten (10) such competitive contracts under this RFP for each of the separate Domain areas. Domain X, is Set-Aside for Small Disadvantage Businesses and Domain IX is Set Aside for Small Businesses. In addition, the other Domains will be competitive for large and small businesses. The planned performance period of this contract will be from February 15, 2007 – February 14, 2008.

The Statement of Work (Section C) describes the 10 project domains of this requirement. Offerors may choose to be evaluated on one or more of the domains, but are strongly encouraged to submit proposals only for those Domains in which they are particularly qualified. Resultant contracts will specify the domain or domains under which the contractor is eligible to receive task order awards.

You are expected to respond with technical and cost proposals for the specific domains that you want to be considered for and the total period of performance. Please note special requirements in Section L entitled "Instructions to Offerors."

It is necessary to read Section C, Statement of Work, to ensure your understanding of this requirement, as well as the evaluation criteria at Section M. <a href="Past Performance">Past Performance</a> will be used as a evaluation factor in this solicitation.

Offeror's should carefully review Section L and Section M of the RFP regarding this and other evaluation factors. This RFP includes a limitation on the number of pages to be included in each proposal (See Section L, page 71. Resumes shall be limited to two pages. Any material in excess of these restrictions will not be read or evaluated. (See Section L.2.A. Instructions to Offerors). The cost proposals will not be used to establish funding, but will be used for evaluation purposes only. Funding decisions will be made as task orders are negotiated and awarded under the IDIQ master contracts.

The proposal shall be signed by an official authorized to bind your organization. An original and thirteen (13) copies of your technical proposal and an original and four (4) copies of your business proposal must be received by the Contracting Officer no later than 3:00 p.m., local prevailing time on October 31, 2006:

# WHEN UTILIZING THE U.S. POSTAL SERVICE:

Lynn Tantardini
Contract Specialist
PROPOSAL RFP No. 283-07-1000
Substance Abuse and Mental Health Services Administration
Division of Contracts Management, OPS
1 Choke Cherry Road, Room 7-1051
Rockville, Maryland 20857

#### WHEN UTILIZING SPECIAL/OVERNIGHT CARRIER SERVICE OR HAND DELIVERY:

Lynn Tantardini
Contract Specialist
PROPOSAL RFP No. 283-07-1000
Substance Abuse and Mental Health Services Administration
Division of Contracts Management, OPS
1 Choke Cherry Road, Room 7-1051
Rockville, Maryland 20852

The RFP does not commit the Government to pay costs for the preparation and submission of a proposal.

It is 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 any acquisition action.

Questions should be submitted electronically to the attention of Lynn Tantardini at <a href="Lynn.Tantardini@samhsa.hhs.gov">Lynn.Tantardini@samhsa.hhs.gov</a>. The offeror is responsible for confirming receipt of electronic mail. You should also fax your questions to 240-276-1510 attention Lynn Tantardini, Contracting Specialist.

We are enclosing a sample "Breakdown of Proposed Estimated Cost" format for your budget summary. Please modify this format to summarize the total costs for each cost element <u>for each task and each year of your proposal along with a separate summary of costs for each option.</u> You will still need to attach detailed breakouts of the cost elements as applicable. The "Breakdown of Proposed Estimated Cost" is listed in Section J, Attachment 8 of the solicitation.

Please note that Section K. can be access through the Online Representations and Certification Applications (ORCA) on the internet at the address in Section K. Contractors and their subcontractors must acknowledge in their <u>Original Business Proposal</u> only, completion of the electronic Representations and Certifications.

Request for any information concerning this RFP should be directed only to Lynn Tantardini, Contract Specialist, Division of Contracts Management who may be called on Area Code (240) 276-1508; collect calls will not be accepted. Discussion with any other individual outside the Division of Contracts Management, may result in the rejection of the potential offeror's proposal.

You must submit a <u>completed</u> "Proposal Intent" form by **October 3, 2006** indicating your intent to submit a proposal under this RFP. This form is Attachment 9 listed at Section J, and is needed for review as well as administrative and review planning purposes. Your cooperation is appreciated.

Sincerely,

Lynn Tantardini Contracting Officer Division of Contracts Management, OPS

**Enclosure: Request for Proposal** 

# **SOLICITATION**

#### SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of \_ pages

1. REQUEST FOR PROPOSAL (RFP)NUMBER: 283-07-1000	2. ISSUE DATE: September 13, 2006	3. SET ASIDE:  X NO  X YES Certain Domains
		See Part IV Section L

4.TITLE: "Substance Abuse and Mental Health Services Administration Indefinite Delivery Indefinite Quantity (SAMHSA IDIQ)"

5. ISSUED BY: Division of Contracts Management Office of Program Support Substance Abuse and Mental Health Services Administration 1 Choke Cherry Road, Room 7-1051 Rockville, Maryland 20857	6. SUBMIT OFFERS TO:  See Part III, Section J, "Packaging and Delivery of the Proposal,"  ATTACHMENT 4 of this Solicitation
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- 7. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 4 until 3:00 p.m. local time on October 31, 2006.
- 8. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN THE COVER LETTER OF THIS RFP. THE COVER LETTER IS AN OFFICIAL PART OF THIS RFP PACKAGE. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH FAR CLAUSE 52.215-1, ALTERNATE I, ENTITLED, "INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION"
- 9. Offeror must provide full name, address, TIN, DUNS, and, if different, the address to which payment should be mailed.
- 10. FOR INFORMATION CALL: <u>Lynn Tantardini, Contract Specialist</u> PHONE: <u>(240) 276-1508</u> COLLECT CALLS WILL NOT BE ACCEPTED.
- 11. Table of Contents on following page.

# RFP 283-07-1000

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

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

This Indefinite Delivery Indefinite Quantity (IDIQ) performance-based contract will be used as a means to provide services to SAMHSA officials and staff to help them achieve their individual Centers/Divisions/Offices missions in a timely manner. The contract requires quick response capability, with performance according to specifications identified in individual Task Orders that will be issued over the life of the contract. The contract will enable SAMHSA to improve its technical, management, and administrative operations by significantly reducing the amount of time and labor required to obtain critical contract services and products.

Tasks are anticipated in one or more of the following ten (10) domains:

I. Pilot and Evaluation Projects VI. Analytical Projects

II. Statistical Projects VII. Technical Assistance and Training Projects

III. Program Related Projects

VIII SAMHSA Data Strategy Projects

IV. Policy Formation and Analysis

IX. Web and Extranet Site Projects

V. Program Marketing & X. Planning and Implementation and Report

Communications Projects Preparation Projects (Set Aside)

# **B.2. PRICING/FUNDING CONSIDERATION**

This Indefinite Delivery Indefinite Quantity (IDIQ) contract will remain in effect for a one-year base period, with four one-year option periods. Option years may be exercised by the Government by the issuance of a unilateral contract modification. Each Task Order will specify its period of performance. Task Orders can be awarded with Options, which would allow them to exceed 12 months, but no more than 60 months if all potential options were exercised. For each successful Contractor, irrespective of the number of Domains for which the Contractor has qualified, there will be a one time "minimum guarantee" award amount of \$25,000 during the life of the contract which includes all option years, if exercised. This amount can only be claimed at the end of the contract period, if the Contractor proposes on all Task Orders offered to it during the years for which the Contractor is eligible. The SAMHSA IDIQ Ceiling for the entire 5 years is \$900,000,000.

Task Orders will be awarded under this contract on a cost plus award fee basis. Task Order prices, estimated costs will be negotiated and funded at the time of Task Order award. Labor hours and other reimbursable elements, including travel, supplies, and materials, will be proposed as appropriate and negotiated for each Task Order. The base-fee and award-fee will be negotiated on the first Task Order awarded and apply to each Task Order thereafter.

For the performance of Task Orders, the Government shall pay to the Contractor:

- (1) The cost determined by the Contracting Officer to be allowable in accordance with Clause FAR 52.216-7 "Allowable Cost and Payment."
- (2) Base fee shall be payable in accordance with Clause FAR 52.216-8 "Fixed Fee." It 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 "Allowable Cost and Payment" and "Fixed Fee" clauses of this contract, and is subject to an equitable reduction in the event the requirements of Section F are not satisfactorily completed.
- (3) Award fee earned shall be based upon an evaluation and determination by the Government as to the Contractor's level of performance in accordance with the following procedures:

- (a) The Contractor's performance shall be evaluated on an annual basis, during the period of the contract. The award periods and maximum amounts for each are listed in Section H, Special Contract Requirements, H.2., Award Fee.
- (b) An individual "Quality Assurance Surveillance Plan" will be developed for each task order and shall be used to evaluate the Contractor's performance.
- (c) The Contractor further agrees that the final determination as to the amount of Award Fee earned will be made by the Contracting Officer, taking into consideration an analysis and evaluation of the Contractor's performance made by the Evaluation Group described in H.2 Award Fee, and shall not be subject to the terms of the "Disputes" clause of this contract. The Contractor shall be advised in writing of the decision setting forth reasons why the Award Fee was earned, or why it was not earned, in order that the Contractor may improve its performance during the next review period, if the latter is applicable.
- (4) Payment of Award Fee under this contract will be accomplished by an Administrative Letter, executed by the Contracting Officer, when the Award Fee, if any, has been determined to be due. The Administrative Letter shall set forth the amount of fee to be awarded for the performance period evaluated. Upon receipt of the letter, the Contractor may submit a public voucher for payment of the total Award fee earned for the period evaluated. Payment of the Award fee shall be subject to the withholding provision of the clause entitled "Fixed Fee."

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

- a. Notwithstanding the clauses FAR 52.216-7 "ALLOWABLE COST AND PAYMENT" (APR 1988), incorporated in 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) Special rearrangement or alteration of facilities;
  - (3) 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) regardless of acquisition value;
  - (4) Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value:
  - (5) Travel to attend general professional meetings;
  - (6) Foreign Travel;
  - (7) Any costs incurred prior to the contract's effective date;
  - (8) Rental of meeting space not otherwise expressly authorized by the contract;
  - (9) Any formal subcontract arrangements above the simplified acquisition threshold (\$100,000), any cost-reimbursement subcontract regardless of cost, or not otherwise expressly provided for in the contract;
  - (10) Consultant fees in excess of \$450/day,
  - (11) Cost of delivery of any vouchers under the contract using other than the USPS Standard mail service;
  - (12) Airfare in excess of \$1,000.

#### **B.4. LABOR**

The following labor classifications are anticipated to be the primary labor sources necessary to perform contract tasks orders

Project Director\* Senior Consumer
Psychologist/Sociologist Project Manager\*

Senior Anthropological Methodologist Sr. Social Marketing Specialist\*

Senior Policy/Public Health Advisor/Analyst\* Senior Statistician/Survey Methodologist\*
Policy/Public Health Advisor/Analyst Statistician/Survey Methodologist

Statistician/Survey Methodologist

Senior Systems Analyst\*

Systems Analyst

Junior Systems Analyst

Data Analyst/Modeler

Database Manager\*

Data Manager

Data Manager

Web Designer

Web Master

Junior Telecommunications Specialist Senior Database Programmer\*

Senior Statistical Programmer\* Database Programmer
Statistical Programmer Senior Web Programmer\*

Junior Statistical ProgrammerWeb ProgrammerData Warehousing SpecialistJunior Web ProgrammerData Mining SpecialistGIS Mapping SpecialistMIS SpecialistNetworking Specialist

Information Security Analyst Multimedia Specialist

Data Entry Specialist
Senior Medical Advisor
Medical Advisor
Medical Advisor
Senior Economist\*

New Media/Graphics Specialist
Junior Marketing Specialist
Senior Media/Graphics Specialist
Media/Graphics Specialist

Economist Junior Media/Graphics Specialist

Junior Economist Senior Editor

Senior Financial Analyst Editor
Financial Analyst Junior Editor
Junior Financial Analyst Research Assistant
Secretary/Word Processor Senior Research Analyst\*
Marketing Specialist Administrative Assistant

Other labor categories may be added if applicable and necessary to perform the scope of work under a specific Task Order. The Task Orders will reflect current rates. The rates proposed for contract award will be used as a guide by the Government to determine reasonableness.

The Contractor must propose labor rates for all categories. Those Labor Categories marked with \* are "Key Personnel." Therefore, for those positions, a resume and an actual labor rate (with supporting payroll documentation) must be proposed. These labor classifications are examples of the primary labor sources anticipated as necessary to perform contract tasks. If the Task Order Offeror intends to use more than one individual for a labor category, each proposed individual should be listed separately at his/her proposed rate and the evaluated hours divided among the individuals, as appropriate. Task Order Offerors should indicate which classes of labor and/or which labor titles they intend to use. If a Task Order Offeror proposes labor categories, which are different from the title or class provided in the RFP, it should provide a brief description of the duties for such titles. Any labor categories not fixed at the time of the contract award may be added during performance applicable to the scope

of work under the specific Task Order. Junior positions are considered to be under three years of experience. Senior positions are considered to be over ten years of experience.

#### **B.5. GUARANTEED MINIMUM AND CONTRACT MAXIMUMS**

The guaranteed minimum for each Contractor is a one time award amount of \$25,000 during the life of the contract which includes all option years, if exercised. The SAMHSA IDIQ Ceiling is for the entire 5 years is \$900,000,000.

# **B.6.** ADP EQUIPMENT

The Contractor is required to provide its own ADP hardware/computer equipment adequate to fully satisfy all operational requirements of the Task Orders awarded under this contract. (This should be considered in developing the cost proposal as no reimbursement is authorized for such items relative to this solicitation or the resulting task orders).

#### **B.7. TRAVEL AND EXPENSES**

Travel expenses will be paid on a cost reimbursable basis. For the purpose of evaluation, travel expenses will be considered equal for all Offerors and will not be calculated in evaluating pricing proposals for contract award. Travel expenses incurred by the Contractor in performance of Task Orders under this contract shall not exceed:

- a. Cost of air travel by most direct route, using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impracticable (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expenses offsetting the savings on fare, or would not make necessary connections); or
- b. Cost of coach rail travel by most direct route; or
- c. Cost of travel by privately owned automobile. However, reimbursement for transportation by this means shall not exceed the cost of a. or b. above, whichever is less.
- d. The cost of travel by privately owned automobiles, and subsistence costs shall be reimbursed at rates not to exceed the Government travel policy in effect at the time such costs are incurred. The Contractor shall cite in any claim for reimbursement of travel costs the source of the rates used.
- e. All travel arrangements shall be made by the Contractor utilizing Government rates when that rate is the lowest available. Should the Government's rate not be the best price, in such cases as discount and/or super saver airfare, then the lowest price will dictate. Any refunds, rebates, or other benefits provided by airlines, hotels, etc., as a result of travel arrangements made under this contract shall be applied to the contract and shall not revert to the Contractor or the Contractor's affiliates. The Contractor shall cite in any claim for reimbursement of travel costs the source of the rate used.

This contract is subject to the provisions of Public Law 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 FAR 31.205-46.

# **B.8.** CONTRACT TASK ORDERS

Individual Task Orders will be issued as requirements occur. Task Orders will specify work to be performed and will reflect the labor rates of the proposed staff in effect when the task order is issued. The terms and conditions set forth in the contract will always apply. Task Orders will be Cost-Plus-Award-Fee. The pricing arrangement, the cost or price, and the period of performance will be established for each Task Order. The period of performance of a Task Order may extend past the IDIQ contract's expiration date. Outstanding Task Orders will be performed at the rates/pricing which correlate to applicable contract period(s) in effect for their duration. It will be the determination of SAMHSA on how to issue the Request for Task Order Proposals (RFTOPs) and for which Domain. For those Domains with Large and Small Business areas, the decision will be made depending on the project to issue the Task Order under the Large Business area, or issue the Task Order under the Small Business area or issue the Task Order under both the Large and Small Business area.

# B.9. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this SECTION if the Contracting Officer has granted his/her approval in the pre-award negotiation process. This Section may read as follows:

a. Other provisions of this contract notwithstanding, approval of the following items within the limits set forth is hereby granted without further authorization from the Contracting Officer:

To Be Decided at the time of award under each Task Order

# SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1. STATEMENT OF WORK

Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, below.

ELIGIBILITY: The Contractor is eligible to submit Task Order Proposals in all of the following domains:

Domain I. Pilot and Evaluation Projects

Domain II. Statistical Projects

Domain III. Program Related Projects

Domain IV. Policy Formation and Analysis Projects

Domain V. Program Marketing & Communications Projects

Domain VI. Analytical Projects

Domain VII. Technical Assistance and Training Projects

Domain VIII. SAMHSA Data Strategy Projects
Domain IX Web and Extranet Site Projects

Domain X Planning and Implementation Support and Report Preparation Projects

#### C.1. TASK DESCRIPTION

Substance Abuse and Mental Health Services Administration (SAMHSA) requires program and analytical support services, short term analyses, technical assistance, and support for its information and related programs. The Government **will award** more than one IDIQ contract as a result of this solicitation. To the maximum extent possible, each awardee will be given a fair opportunity to be considered for each Task Order for which it is eligible to compete. The Government will determine which Contractor will perform individual Task Orders based on the evaluation criteria contained in the Request for Task Order. These criteria will include technical (including Section 508, SDB participation and past performance) and cost considerations. Task Orders will be issued by the Contracting Officer, SAMHSA. The Contractor(s) shall perform some Task Orders under critical time constraints.

#### C.2. TASK ORDERS

#### a. Initiation.

As requirements arise, the Contracting Officer shall issue Request for Task Order Proposals (RFTOP) to Contractors who have been awarded a contract with eligibility in the specific domain(s) applicable to the task. Each Contractor shall have the opportunity to respond with a Task Order Proposal in accordance with the instructions provided. The Request for Task Order Proposal shall include a statement of work, schedule of deliverables, quality assurance surveillance plan (QASP), technical evaluation criteria and additional instructions as needed for each individual Task Order to be issued under this contract. Each Request for Task Order will be subject to Privacy Act, Publications, ADP, and Evaluation clearances. All these clearances are obtained by the Task Order Officer prior to the issuance of the RFTOP and execution of the Task Order. OMB Clearance will be obtained after task order award, if applicable.

Each eligible Contractor will be provided a fair opportunity to be considered for each Task Order. However, the Government may issue a sole source Request for Task Order Proposal, if one or more of the following conditions exist:

- 1. when the dollar value of the order is less than \$2,500; or
- 2. when the need for the service is of such urgency that providing all Contractors an opportunity would not be in the best interest of the Government; or
- 3. when only one Contractor is capable of providing the service required at the level of quality required because the service is unique or highly specialized; or
- 4. when the Task Order is a logical follow-on to an Order already issued.; or
- 5. when required to fulfill a minimum order.

For each Task Order, the Contracting Officer will make a determination about the scope of competition, using the guidelines provided above.

Requests for Task Order Proposals will be issued by the Contracting Office primarily electronically through the Electronic Mail or Internet systems but they can also be issued by facsimile or mail. Contractors are required to have Internet or external electronic mail capabilities. Each Request for Task Order Proposal prepared by the Government will specify the project services being ordered from the IDIQ contract and the criteria for evaluating the Contractor's proposal, which shall contain both technical and cost/price information. The Contractor shall provide a Proposal containing both Technical and a Cost/Price information for performing the required services. SAMHSA's policy is to use performance-based task order contracts whenever possible. Task Orders will be of a cost plus award fee type. All Task Orders will be performed at a negotiated cost/price, except when the Government executes unilateral Task Orders for predetermined levels of services.

When urgencies occur, the Government will unilaterally issue Task Orders on a not-to-exceed cost/price basis, and the Contractor is required to proceed immediately with performing all such work. The issuance of Task Orders for urgencies is exempt from the ordering limitations specified in Section F of this contract. For urgent Task Orders, pricing will be established through subsequent discussions and modification of the Task Order.

# b. <u>Technical Proposal/Task Order Performance Team.</u>

To the greatest extent possible, a Request for Task Order Proposal will be issued to each Contractor that has the applicable domain(s) approved in its contract. The Contractor is required to submit a proposal **intent** for each Request for Task Order Proposal.

Contractors shall prepare a technical proposal in accordance with the requirements of the Task Order which will, at a minimum, include a brief narrative which demonstrates the Contractor's understanding of the statement of work, an itemized list of sub tasks to be performed, a delivery schedule, and a Task Order Team to perform the statement of work. There will be page limits for the technical proposal and appendices. If the Contracting Officer determines that the number of pages submitted exceed the limits the pages that exceed the limits will not be evaluated.

All technical proposals relative to any task orders will be prepared by the contractor and submitted to the Division of Contracts Management within twenty-one (21) days after receipt of the task order request, unless otherwise specified in the RFTOP. Task order responses can be submitted via email and shall be followed up in paper form, only if requested. The Task Order Proposal shall include labor hours for each person proposed. Some Requests will contain quick turn-around due dates. Upon final agreement, after negotiations, agreement of estimated cost or price, and finalization of the task technical proposal, including delivery schedule, the Contracting Officer will award the Task

Order, and work shall commence in accordance with the Task Order requirements. Task Order Proposal preparation costs are not reimbursable.

Assignment of designated personnel to the team, as well as assignment of labor hours per individual is the basis for pricing each Task Order. The team's responsibilities and duties include the various requirements as specified in each Task Order. The required team for each task order will usually include one or more staff for each of the following three general catergories:

Project Manager/Director Program Specialist/Analyst/Statistician/Evaluator/Other Technical Staff Administrative Support Staff

The Government may, if appropriate, streamline the task order proposal process so that only new information is solicited from the Contractor. Information submitted for the IDIQ award and any subsequent updates will be linked to each specific task order proposal submitted by the IDIQ Contractor.

#### c. <u>Cost/Price Proposal</u>.

Cost/Price Proposals for Task Orders will be prepared by the Contractor and submitted to the Contracting Officer within the time specified in the Request for Task Order Proposal along with the technical proposal. Revisions to the initial Cost/Price Proposal resulting from negotiations will be submitted by the Contractor and received by the Contracting Officer within two (2) working days after the date on which discussions were held with the Contracting Officer, unless a longer period is specified in the Request. Proposals for performing the required services will be submitted on a Contract Pricing Proposal Cover Sheet, with detailed cost data attached. Task Orders will be of a cost plus award fee type depending on the nature of the work to be performed.

- (1) The Contractor's proposed Project Manager/Director or designated alternate shall participate in all technical discussions/negotiations concerning Task Order requirements. Discussions typically will cover areas of concern for which mutual understandings are necessary.
- (2) When a negotiated Task Order agreement is reached in a timely manner on the services to be performed, a finalized Task Order will be executed. The price or estimated cost for Task Orders will be based on the negotiated levels of effort for each discipline, and all other terms agreed upon.
- (3) If agreements cannot be reached, neither party will be under any obligation to the other concerning the services covered by the particular draft Task Order.
- (4) Individual Task Orders are finalized when signed by the Contracting Officer. No work shall be performed on Task Orders until they are signed by the Contracting Officer. The signed Task Order will serve as the Contractor's "Notice to Proceed."

#### d. Task Order Award

The Government envisions that a typical Task Order process, from initial request to award, will take between 45-90 days.

Unless otherwise stated in an individual Request for Task Order Proposal, the Task Orders will be awarded based on six criteria: 1) understanding of the work to be performed, 2) quality of the technical approach, 3) staffing plan, 4) management plan, 5) estimated cost or price and 6) past performance.

Evaluation of the Contractor's 1) understanding of the work to be performed, 2) quality of the technical approach, 3) staffing plan, and 4) management plan will receive paramount consideration in the selection of a Contractor for a specific Task Order. Following evaluation and negotiations, if two or more Offerors are determined to be approximately equal, cost will become a significant factor in selecting the Task Order Awardee. In any event, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

Contractors will be evaluated on whether the Task Order Proposal illustrates an understanding and grasp of major policy/program issues applicable to the task to be performed, the quality of the technical approach, the staff proposed, and how well they have performed on previously awarded Task Orders under this contract. Prior to completion of the initial Task Order, the Contractor will not be evaluated favorably or unfavorably on prior performance. The initial work effort, alongside subsequent Task Orders will serve as the baseline of performance data. Evaluation will be conducted to determine how the Contractor has performed in terms of a) quality of product or service, b) problem resolution, c) timeliness of deliverable or service provided, d) cost control, e) business relations, and f) customer satisfaction. The Government may decide not to exercise option years to Contractors who have received an unacceptable performance evaluation.

#### C.3. PERSONNEL/STAFFING

The numbers, types, and functional involvement of the Contractor's personnel and/or teams may vary from Task Order to Task Order; however, Contractor staff commitment is required throughout the task as accepted in its proposal and as mutually arranged with the Task Order Officer (TOO). No key personnel may be substituted at any time during the life of the Task Order, without the express advance approval of the Contracting Officer. It is anticipated that the labor categories in Section B.4 of this contract are the primary labor sources for completion of contract Task Orders. Labor categories may be added by mutual agreement during performance applicable to the scope of work under the specific Task Order. The required team may include various combinations of the labor categories listed at Section B.4.

The Contractor agrees to provide administrative, technical, and professional personnel as required herein and as negotiated and agreed upon for performing work specified during all individual Task Orders. The Contractor shall provide a dedicated, stable, and technically qualified team to maintain continuity in the level of services.

The labor-hours per individual for the staff designated to perform the task is the basis for pricing each Task Order. The team's responsibilities and duties include the various requirements as specified and detailed in each Task Order.

#### C.4. USE OF SUBCONTRACTORS

In the response to each specific RFTOP, the IDIQ Contractor shall propose those subcontractors accepted through negotiations, as part of their original IDIQ proposal submission for that Domain. At any time during the period of performance of the IDIQ contract, an awardee may submit a formal request to add a new subcontractor or to delete an already accepted subcontractor. The request must include the rationale for the change being requested. Where a subcontractor is being added, the Contractor shall include a delineation of the specific qualifications of that subcontractor in the specific domain. Such requests may be submitted as part of a response to a particular task order RFP, or as an independent request.

#### C.5. GENERAL REQUIREMENTS

Activities conducted under this contract will include tasks that fall into one or more of the ten domains. Contractor's eligibility is stated in the contract and will have been determined based on the evaluation of Offerors' proposals by the <u>ad hoc</u> technical review committee.

#### C.6. <u>SERVICES TO BE PERFORMED</u>

- (a) Independently, and not as an agent of the Government, the Contractor shall furnish the necessary personnel, facilities, equipment, materials, and supplies (except as otherwise specified herein) and perform the work set forth below, as applicable to individual Task Orders issued under this contract.
- (b) Task Orders under this contract will be monitored by the Task Order Officer (TOO) whose position is defined in Section G of this contract.
- (c) Unless otherwise requested by the Task Order Officer, the Contractor shall follow a uniform process for each awarded Task Order. This process is as follows:
  - 1. Meet with the Task Order Officer and other principals to discuss the Task Order goals and objectives, relevant policy, program coordination, or other issues, task sub parts, delivery schedule, and related task questions.
  - 2. Identify and explore the types and sources of information available to perform the Task Order, and assess, through limited review, the potential relevance and value of each.
  - 3. Conduct preliminary discussions with appropriate officials and experts to refine the task and identify additional data sources, reports, models, etc., for inclusion in the design.
  - 4 Define the task with sub parts and related task questions and specify the data sources, analyses, or information collection strategies necessary to address the task questions. Meet with the Task Order Officer and other SAMHSA and Center advisors.
  - 5 Prepare and submit a final Task Order Plan to the Task Order Officer for review and approval prior to commencing work on the task.
  - 6. Meet with the Task Order Officer in the Washington, D.C. metropolitan area to review progress, identify challenges or barriers (e.g., in feasibility of specific performance measures or comparisons, data gaps) and to verify/validate information obtained from other sources that relates to SAMHSA's programs.
  - 7. Prepare a written summary and brief the Task Order Officer, an expert panel, if utilized on a task, and other government officials on the results from completing the Task Order. The briefing shall include an oral presentation of results and may require preparation of Power Point, flip charts, handouts, or other types of supporting material.
  - 8. Briefings shall be well-organized and will require rehearsal sessions with the Task Order Officer and other selected SAMHSA personnel.
- (d) One or more of the following services may be required of the Contractor in performance of individual Task Orders awarded under this IDIQ contract. Individual Task Orders will not necessarily contain all services listed

in the Domains specified below and may contain similar services not specifically listed below. Each Task Order will specify those services to be performed along with task-specific information required for completion of the individual Task Order, including required deliverables and their review by the Task Order Officer.

Domains are specified below for the likely areas in which Task Orders may be developed. For Domains I - VIII competition will be full and open for Large Businesses and Small Businesses; Domain IX will be Set Aside for Small Business; and Domain X will be Set-Aside only for Small Disadvantaged Businesses.

Even though the Statement of Work is divided into different domains and that task orders will be issued against those domains the offeror should be aware that there are certain requirements / aspects that are across the domains. The offeror should be aware of the SAMHSA Matrix (this is located on the SAMHSA website) and all aspects of the matrix are incorporated in the domains. Furthermore, even if not stipulated in the domain specifically, each domain includes all of SAMHSA's Centers / Offices (i.e., mental health, behavioral health, treatment & prevention). The work required in the domains can be for various groups, to include Older Adults, Tribal issues, States, Pacific Jurisdictions, Local, National, Consumer, Family, and Youth.

The Contractor shall be responsible, if applicable to carry out projects related to the domains with a specific consumer, family, youth and/or provider focus. The Contractor shall demonstrate both substantive knowledge and sensitivity with respect to consumer, family, and/or provider concerns and issues. The Contractor shall employ directly or use as consultants, consult with, and seek advice from consumers, family members, and/or providers after appropriate logistical arrangements have been made. Providers shall include specialists from the mental health, behavioral health filed, as well as primary care and long term care providers that provide care to populations with behavioral health problems.

In addition incorporated into all the domains the Contractor shall provide one or more of the following services if required: System (Project) Management; System Task Planning; Focus Groups and Workshops for Requirements Review of Existing Systems; Usability Testing of Applications System Advisory Panel Coordination and Logistics; Coordination with SAMHSA Division of Information Resources Management (DIRM); Coordination with SAMHSA Prevention Decision Support System (PSDSS); Privacy, Confidentiality, and Security; System Standards; User Requirements; Presentations on State-of-the-Art Technology; System Functionality; Strategic Plans; Feasibility Studies; Multi Platform Requirements (Hardware, DBMS, Software); Conceptual Design, Including Stand Alone, Server-Based, Web-Based Systems; Data Collection Methods and Instruments; Prototype Development; System Development, Documentation, and Testing; Bench Marking; Workshops for Deployment; Pilot Testing, Field Testing, and Assessment; System Enhancement and Problem Resolution; User Documentation and Training System Deployment; Help Desk/User Services/User Groups/Bulletin Boards/Web Access; System Enhancement, Maintenance, and Version Management; System Integration; Data Collection; Data Entry and Editing; Database Development, Archival Management, and Maintenance; Report Preparation and Dissemination; and System Evaluation.

The Contractor shall also be responsible and adhere to the HHS Standards for Cultural and Linguistically Appropriate Services (CLAS). Ensure that cultural and linguistic issues are addressed. It will be the responsibility of the Contractor, if necessary and applicable depending on the project to Comply with Title VI of the Civil Rights Act. The Contractor may be required to describe how they will incorporate culturally appropriate practices such as using the preferred language of consumers, youth and families; and recognizing the significance of cultural or religious heritage. Identify how individuals from racial or ethnic minority groups will be invited to participate in activities. Furthermore the Contractor might have to identify how consumers, youth and families will be partners in planning, implementing, and evaluating the project.

The Contractor shall carry out all activities necessary to effectively and efficiently manage the contract and respond in a timely and professional manner in the development and submission of technical, management, and administrative

products and services. In this regard, the Contractor shall assure the quality of products and services, anticipate, avoid, or mitigate problems, and inform the Contracting Officer of recommended solutions, monitor and control costs to assure that tasks are completed within budget, implement cost efficiencies where appropriate, provide current, accurate, and complete billings and invoices, assure that unallowable costs are not billed, meet milestones, demonstrate responsiveness to technical direction, and wrap-up contract administration as required.

A sample of the "Quality Assurance Surveillance Plan", Attachment 2 shall be used to evaluate the Contractor's performance.

# Domain I. PILOT AND EVALUATION PROJECTS

#### **Feasibility and Pilot Studies**

The Contractor shall design, execute, and report results from feasibility and pilot studies and develop tools in increase fidelity to successful models. A feasibility study is usually done to determine whether an organizational activity, a service, a therapeutic procedure, a financial intervention, a treatment service, strategy, intervention, or a statistical operation will work as intended. Feasibility studies are usually done on a small scale over a relatively brief period of time. A pilot study is usually done to determine whether the results of a feasibility study can be successfully replicated under a broader set of circumstances reflective of the intended range of applicability. Contractor shall identify the key components of the feasibility or pilot study; identify the units that will participate in the study and a procedure by which units might be sampled; invite units to participate in the study; arrange all logistics for the study; provide support to the units as the study is executed; convene the sampled units as needed throughout the study; collect both qualitative and quantitative information on unit performance in the study; and prepare a report on the outcome of the study.

#### **Evaluation Studies**

Evaluation studies can be done at the project or program level; can be experimental or non-experimental in design; and can include a range of qualitative and quantitative information for a number of subject areas. The Contractor shall have the capacity to design and/or execute such evaluation studies. In some instances, evaluation studies will have short deadlines and limited resources, so that careful attention must be devoted to selecting the most appropriate design and units for study.

The Contractor shall develop one or more preliminary evaluation designs, which will measure relevant aspects of program performance. The products of this sub task will include instruments, a data collection plan, and a data analysis plan. The Contractor shall elucidate the questions to be addressed by the evaluation study; design an evaluation study capable of successfully answering the questions posed; invite participation in the study; arrange all logistics for the study; convene and conduct a technical support group; collect both qualitative and quantitative information; analyze resulting information; and prepare a report that summarizes the essential questions, design, results, and discussion.

The Contractor shall assess current research on the program to be evaluated (may require development of literature reviews), develop and conduct process and outcome assessments (e.g., effectiveness) of programs. The Contractor shall meet with the TOO and program staff to obtain background information on the program to be evaluated, review these materials, conduct interviews with program staff, review data on program operations, develop or revise data collection instruments, prepare and submit OMB clearance packages, if required, collect quantitative and qualitative data and information, prepare a draft report for the TOO, and incorporate the TOO's comments in a final report, and brief program staff on the results.

Where necessary for tasks that involve evaluation of program effectiveness, the Contractor shall prepare a concept paper that discusses and clarifies program design and objectives, evaluation questions or hypotheses, dependent and outcome variables, and comparisons.

#### Domain II. STATISTICAL PROJECTS

#### Sampling Designs and Statistical Methods

The Contractor shall demonstrate expertise in complex sampling and survey design, in weighting and analyses of weighted data, and in statistical methods for analyses of sample surveys (also suitable for Government Performance and Results Act (GPRA) reporting) with a range of complex designs, through direct staff and/or through consultant experts. The Contractor must make available staff and/or consultants, through appropriate logistical arrangements, who can provide advice to the Government in these specialized design and statistical areas. Advice may take the form of a consultation that includes design of a complex survey, design of a complex sampling procedure for a survey, design of compound weights for a survey, design of one or more complex statistical analyses, or some combination of these activities.

# Acquisition, Development, and Collection of Data Bases

The Contractor shall identify Federal and/or non-Federal data bases pertinent to the scope of work (household surveys, facility surveys, employer surveys, census data, health claims databases, etc) that can provide answers to questions posed by the Government (inclusive of GPRA reporting). When such data bases are not available, the contractor shall have the knowledge and capacity to provide advice on ways such data bases can be developed. The latter may include building such data bases from other preexisting data bases or recommending new data collections.

The Contractor shall search Federal, State, Local and private sources, as appropriate, for data bases that contain information that can answer the questions posed by the Government. When such data bases are identified, the contractor shall determine the quality of the data, completeness, accessibility of the data, their costs, use agreements and fees, required security training, etc. Imputations and other methods to correct sampling error should be used as needed. Once the Government has concluded that the data bases are appropriate, the contractor shall acquire and process them through appropriate logistical arrangements to answer the questions posed by the Government. In some instances, contractor shall process information for use by others (e.g., processing Federal information for use by the States).

When a new data collection is required, the contractor shall perform all tasks associated with preparation of an instrument or questionnaire, preparation of necessary Office of Management and Budget (OMB) clearance packages, sampling design and execution, field data collection and cleanup, and preparation of electronic data files and tabular/graphical analyses. The work plan shall specify methods that will be used to collect data, whether on site, such as via face-to-face interview, or telephone, or, for large-scale data collections, via the Internet, disk, or paper forms. The work plan shall define site selection criteria, and potential study sites, and indicate options and relative advantages of different sampling plans. The Contractor shall have the capacity to conduct large scale data collections (e.g., 10,000 mental health organizations or 35,000 clients); to collect data through the Internet, on diskette, or on paper forms; and to perform complex sampling and weighting procedures for probability samples, and imputation of missing data to account for non-response.

#### **Analyses of Large Scale Data Bases**

The Contractor shall process and analyze Federal and/or non-Federal data sets, through appropriate logistical arrangements, that address the questions posed by the Government; undertake research to determine the quality and characteristics of these data sets; and plan appropriate analyses of the data sets to address specific questions.

The Contractor shall prepare analyses of the data sets in the most economical manner (e.g., through a modern personal computing system with advanced capabilities; through a mainframe computer, etc.) and prepare appropriate frequency, percentage, and rate distributions, or other statistical measures. Special attention shall be devoted to economical procedures of data analysis, and contractor shall identify shortcuts and best practices that will reduce costs to the Government when large data sets are analyzed. In some instances, the Contractor may be required to work with weighted data collected through complex sampling designs or to prepare complex analyses (e.g., logistical regression) using these data bases.

# **Analyses of Complex Quantitative Data**

If involved in a survey, the Contractor shall prepare analyses of complex data sets, whether for survey data derived from complex sampling designs or for analysis of cost, service utilization and population distinctions. This will entail the preparation of statistics and their associated variances using the SUDAAN Software or functional equivalent. Software shall be provided by the contractor. Such results will also be used to prepare variance curves or design effect tables for inclusion in reports to be provided to users who want to interpret the statistics from a survey. To perform this work successfully, the contractor must have staff and/or consultants with advanced expertise in econometrics, sampling, weighting, imputations, and variance statistics. The Contractor shall prepare a summary report that integrates findings from the data analysis and literature review, and as required, identify current gaps in knowledge.

### **Development, Implementation, and Testing of Quality Tools**

The Contractor shall conduct a range of activities and make logistical arrangements with respect to topics identified by the Government from the following areas: clinical and system practice guidelines, outcome measures, population and service report cards, and performance indicator systems. This work may include analyses that address the compilation and reporting of GPRA measures employed by the Center's programs. These activities shall include a review of current literature and practice; development of structures, processes, measures, criteria, and benchmarks; consultation with key persons and groups (e.g., a panel of experts to discuss, review, and critique indicators of substance abuse and other behavioral health related problems); preparation of synoptical reports for target audiences; review of developments in parallel fields; examination of new technology and its potential application to the field; and other tasks that promote the development, testing, implementation, and assessment of quality tools.

The Contractor shall make available direct contract staff and/or consultants who can carry out each of these tasks. The Contractor shall demonstrate both substantive and methodological expertise.

#### **Information Technology (IT) Statistical Projects**

The Contractor shall have the capacity to perform a range of activities around IT projects, including an analysis of the current information technology needs of the mental health field and its components in relation to available technologies. This work shall include an analysis of the current capacities available to mental health providers, mental health service systems, the State mental health agencies, private sector entities ( such as private psychiatric hospitals and behavioral health group practices), consumers, and family members to determine which information technologies should be adopted and how they should be implemented in the field. Activities may include the development of the architecture for web-based IT systems using as much as possible off-the-shelf software and plug-ins. In developing this architecture, the Contractor shall consider the use of ancillary devices, such as palm pilots, voice recognition systems, teleforms and others necessary to facilitate ease of data entry, retrieval, and analysis. The Contractor shall develop rapid prototypes and promote the testing of these in the field to determine operational feasibility and ease of use. In the development of prototypes, the Contractor shall plan for the implementation of the prototype on a broad scale, suggesting organizational models upon which the system can be maintained and updated. All work in this area shall be guided by the principles of simplicity, ease of use, and efficiency of operations.

The Contractor shall have the staff and the capacity to design and implement web sites that have a range of functions, including simple information transfer, query capacity, and the capacity for video and textual streaming. In order to meet Federal procedures, policies and regulations regarding the implementation of web sites, the Contractor shall have documented knowledge and experience in this area.

At present, a major focus of IT development in the U.S. Department of Health and Human Services, is the implementation of the electronic transfer, privacy, security, and electronic patient record provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Contractor shall have a documented understanding of HIPAA requirements and be able to apply this to both content and IT issues that arise in its implementation.

#### Domain III. PROGRAM RELATED PROJECTS

#### **Program Developing and Planning Implementation Efforts**

The Contractor shall identify and develop potential approaches and deliver the needed intervention for the resolution of one or more problems identified by the Government for a number of subject areas These problems may include aspects of mental health, mental illness, substance abuse and/or disability; prevention and healthy development, providing technical assistance to entities adopting evidence-based practices for children and youth, adults, and elderly populations; problems in the delivery of a therapeutic intervention; problems in system or financial organization; problems in the collection and dissemination of information; problems in field capacity and training; other problems encountered by the treatment or mental health system in its interface with the larger community, including schools, rehabilitation organizations, criminal justice organizations, and others. At the request of the Government, the Contractor shall perform program analyses related to GPRA measures, among other activities. The Contractor shall utilize SAMHSA's databases in conjunction with other survey and archival data, if appropriate.

In identifying and developing potential approaches, the contractor shall locate and consult with and engage available experts in the field through appropriate logistical arrangements (including conferences and workshops); convene focus groups of persons knowledgeable about the problem; examine solutions to parallel problems in other fields; and use available means to define appropriate structures, processes and deliver products.

Once approaches are identified and developed, the contractor shall propose Federal program scenarios for implementing the solutions. These scenarios may include grant programs; technical assistance; visits to model programs; dissemination of best practices; and other mechanisms by which the approaches can be implemented. The contractor, in conjunction with the identified Federal representative, shall implement the solutions to the identified problems which may include support to Federal grantees, technical assistance, and dissemination of best practices, coordination with public awareness activities and the development of innovative technologies.

Program development activities shall result in a coherent set of recommended Federal activities with a rationale for their operation. The Contractor shall consider and incorporate interactions among Federal programs as a key feature of program development. As a result of the GPRA, the Contractor shall also identify which NOMS or other approved SAMHSA performance measures relate to program success. SAMHSA is required to comply with GPRA. In this capacity, the Contractor shall support where necessary the Task Order Officer in meeting programmatic compliance with GPRA once the program is implemented.

#### **Program Support**

The Contractor shall provide program support to Federal mental health services and substance abuse program development, treatment and prevention services, capacity building (service / infrastructure) and science to service. This support may take the form of preparing issue papers; examining particular program practices and recommending improvements; determining and reporting on program effects; identifying new practices and technologies; reviewing program portfolios; examining and recommending improved management techniques and

staffing patterns; identifying opportunities for private-public sector partnering; consulting with program constituents at the Federal, State and local levels; and reviewing other activities necessary for program operations.

As appropriate, the Contractor shall prepare analyses and recommendations in the form of verbal and written reports, and shall consult in person with program officials to clarify any questions that occur.

#### Domain IV. POLICY FORMATION AND ANALYSIS PROJECTS

#### Focus Groups, Trends, and Policy/Program Analyses

The Contractor shall organize focus groups, technical groups, or consultations to provide information to the Government on targeted topics. The Contractor shall make all logistical arrangements for these persons. With input from the Government, Contractor shall be responsible for identifying participants, convening and conducting meetings, preparing meeting summaries, and conducting all follow-up activities. In selected instances, Contractor shall prepare policy analyses in preparation for and / or from the meeting results.

In order to prepare policy/program analyses, it is frequently necessary to develop forecasts of current trends or likely future scenarios. The Contractor shall have the capacity to assess policy issues, prepare demographic characteristic and population projections, financial and service projections, and projections about service outcomes and system performance indicators. To prepare such projections, contractor needs to have the capacity to manipulate data sets of varying size and complexity, and the statistical expertise to use appropriate methods/procedures to conduct and report projection analyses.

The Contractor shall develop a clear statement of the issue at hand; compile qualitative and quantitative data, previous analyses, previous policy/mission statements, previous projection analyses and other relevant information; and prepare an analysis of policy/program alternatives, together with the pros and cons of each and a statement of their likely future success. Analyses shall be described in the form of a report suitable for an informed lay audience.

#### Local, State, National, and International Policy

The Contractor shall carry out projects similar to the other domains with a specific focus on local, State, national, and international mental health and / or substance abuse prevention / treatment policy. In addition to requirements identified in those domains, Contractor shall demonstrate both substantive knowledge and sensitivity with respect to the different domains of mental health policy and the different types of groups with vested interests in such policy. After making appropriate logistical arrangements, the contractor shall employ directly or use as consultants, consult with, and seek advice from persons with direct knowledge of mental health policy at the level being considered. Even though the work carry out is similar to the other domains in the Statement of Work and this requires the Contractor to demonstrate the knowledge and sensitivity to the other different domains the Contractor is not required to be a Prime contractor under the other domains.

#### Domain V. COMMUNICATIONS, AWARENESS, EDUCATION PROJECTS

The Contractor shall conceptualize, develop, plan, implement, and evaluate effective communications, awareness, education, program marketing and knowledge transfer, and dissemination tasks in the substance abuse treatment, addiction, prevention and mental health services and other behavioral and public health filed associated with substance abuse and mental health.

#### **Knowledge of Communications**

The Contractor shall employ the full array of modern communications theories, practices, skills and knowledge. These include: social marketing; strategic development; audience segmentation; focus group and message testing; writing for diverse audiences and purposes in support of the mission and goals of the Substance Abuse and Mental

Health Services Administration; media promotion; public relations; consensus development; graphics design for print, audiovisual, and electronic media; materials development, testing, and evaluation; and production of live, satellite, and electronic conferences.

#### **Planning and Evaluation**

The Contractor shall develop a comprehensive plan for a successful communications, awareness, education, and/or knowledge transfer project, utilizing the professional skills and experience described above to: identify the most appropriate target audiences, determine the best evidence-based methods of reaching them and effecting change, and utilize both conventional and innovative communications strategies and vehicles. The Contractor must incorporate evaluation methodology into the project and propose additional evaluation and communications avenues that may need to be pursued.

#### **Application**

The Contractor shall apply the latest and proven communications theories and practices to achieving program goals and communications objectives, improving mental health and public health, increasing utilization of mental health services and best practices, and improving prevention and treatment, and improving the quality and accountability of care. The Contractor must disseminate appropriately packaged messages to appropriate target audiences, and also effect appropriate change to achieve project and organization goals. Target audiences may include, but are not limited to the following: the general public, specific minority groups, geographically-specific and other diverse target audiences, health care providers, mental health care professionals, substance abuse treatment/prevention professionals, educators and other relevant professional disciplines, advocacy groups, national and local sports leagues, private industry, the faith community, and a vast array of print, broadcast, electronic, and other media. The Contractor must have a proven track record in developing effective partnerships with professional and advocacy groups, and garnering support and funding from them, private industry, and other governmental agencies, and in developing and presenting educational briefings to the entertainment industry and organizing recognition events for the entertainment industry for the purpose of promoting youth violence prevention and mental health promotion messages to the public. Frequently, national awareness and information will be criteria for effectiveness of the program. Materials shall include, but not be limited to monographs, web sites, newsletters, promotional kits, booklets, flyers, etc. Methods of dissemination shall include web sites, mailings, conferences, etc.

In addition to in-house capabilities, the contractor shall retain additional experts as needed to carry out functions and tasks needed for the project and for support of the organization's mission to reduce substance abuse and improve substance abuse treatment services, mental health and mental health services.

#### **Program Knowledge**

The Contractor shall have the capability of rapidly acquiring subject matter knowledge of the program for which awareness/education activities are needed, understand the information without difficulty and distill program outcome results, and then analyze outreach potential for existing programs and new knowledge as it is acquired. This requires expertise in analyzing health problems, behavioral health problems, policies, and issues in light of mental health, public health, and the agency's organizational mission and goals.

#### **Publication Development and Dissemination**

The Contractor shall develop and provide publications or products from Task Order activities and disseminate these to the field, as required. The Contractor shall translate materials for consumers. Any such publications shall be submitted to the Task Order Officer for approval and/or proper clearances. The Contractor shall assist the Task Order Officer with the content clearance process as specified in the individual task order. Alternative dissemination techniques, such as use of the Internet will be considered as appropriate. Documents prepared for

posting on the Internet will include formats such as HTML or XML. The Contractor shall be responsible for production, layout, copy editing, assisting in technical editing, and coordination with SAMHSA and Government Printing Office requirements. The Contractor shall produce drafts using the current version of SAMHSA's word processing software.

#### Domain VI. ANALYTICAL PROJECTS

#### Population, System, Organizational, and Financial Analyses

Recent efforts at National, State, and Local health reform associated with the organization, financing and design of mental health services and substance abuse treatment have important implications for policymakers and bear examination. This includes trends in both the public and private sectors which have implications for approaches taken to enrolled populations (e.g., prevention and early intervention activities; information on health status); for new system and organization designs that are emerging (e.g., performance based organizations, the shift of care from inpatient to outpatient models, increased MH/SA care in primary care); and for financial reforms that are currently underway (e.g., reform of Medicaid and Medicare; state versus federal, or public versus private financial responsibilities).

The Contractor must have the capacity to conduct quantitative and qualitative analyses with respect to any of the policy issue areas of financing, organization, or accessing care identified above. The Contractor shall be knowledgeable of the issues in each area and the state of development of each area; shall identify both private sector and public sector information currently available on each topic, and the deficits of such information; and shall propose and execute analyses to address key issues in each area identified by the Government, including necessary logistics. To perform this work successfully, the contractor must have substantive knowledge in reform and managed care of behavioral healthcare systems; methodological knowledge of how to conduct qualitative and quantitative analyses; and policy knowledge with respect to how knowledge can be translated into policy options.

The contractor should also be familiar with econometric techniques, projections and forecasting methods, ability to impute missing information, understanding of surveys and sampling methodologies, experience with a wide array of health data sources, detailed knowledge with the national health accounts, techniques for quality assurance, understanding of trend analysis, and sound judgment about data quality and usefulness. Technical capabilities also include a wide array of research techniques for special studies to improve the spending estimates and the ability to present technical materials in written and graphical form to non-technical audiences. In addition to these technical capabilities, policy expertise is necessary. Such knowledge must encompass a detailed understanding of mental health and substance abuse treatment services, spending, and financing; knowledge of federal and state policies related to MHSA; as well as a broad understanding of the U.S. health care system and its trends in practice patterns, spending, and financing.

The contractor should be able to prepare a variety of special reports integrating financing concerns of the current mental health and substance abuse treatment literature and trends, highlighting policy relevant findings. These special reports will explore cost, service utilization, special populations or other trends to further refine the spending estimates and to explore the factors that affect the trends in spending.

Prior to implementation of studies, there will be a full explication of the planned study, including discussion of relevant literature, a detailed methods review that includes data sources as well as statistical or econometric techniques, and explication of the policy question to be addressed by such analysis. It will also propose the manner in which findings will be reported. Identification and use of large data sets both internal and external to SAMHSA is expected, covering various data sets, such as household surveys, facility surveys or claims based/encounter databases.

During the course of the expenditures and projections work, expert advice is needed on highly specialized topics relating to these estimates. Although it is not possible to specify all of the types of specialized consultation that

may be necessary during the course of the contract, it is likely that specialized consultation and assistance will be required. These consultants will be engaged for a specific review of proposed description of the methods and/or other specialized technical consultation related to contract deliverables.

The contractor shall also be capable of establishing and maintaining an ongoing review of the literature about utilization of and financing for mental health and substance abuse treatment services that is pertinent to the work under this contract. A listing of pertinent literature will be organized by keyword or by sections related to key relevance to the mental health and substance abuse economic and policy issues. Examples of organizing sections would be articles on costs (cost benefits, cost effectiveness, per episode, etc), service utilization, managed care or payer studies, benefits design.

When quantitative analysis is involved, the project will have a systematic review of literature and development of the policy questions examining; a clear and technical description of statistical or econometric methods; identification of data one or multiple national or large specialty data sources, explaining strengths and limitations; outline and then develop report or article with succinct analysis and clear graphics; produce and present findings.

For studies involving the development of alternative evaluation methodologies, the following information shall be presented:

A description of data and information that is relevant to the Task Order and currently available in the public and private domains;

A recommendation for use of a specific evaluation design;

A description of data and information that can be produced with the proposed evaluation design; Estimation of the time, cost, and effort which would be required to implement the proposed evaluation tool and analyze the resulting information; and

Specific uses for the information and resulting analytic products.

#### Domain VII. TECHNICAL ASSISTANCE AND TRAINING PROJECTS

#### Establish and Maintain a Technical Assistance and Training Program

The Contractor shall establish and maintain a technical assistance and training program to provide technical assistance and training in one or more of the programmatic areas targeted by SAMHSA. These areas include, but are not limited to, financing or organization of care, state, sub state, and local service delivery systems,

The Contractor shall identify and provide the Task Order Officer with CV's/resume's of experts in the field who are available to provide technical assistance and training. The Contractor shall provide, where necessary, bilingual trainers and technical assistance specialists.

Technical assistance and training may be provided to representatives from public and private purchasers and consumers of services, including families, public health agencies, national organizations, providers, employer organizations, accreditation associations, the managed care industry, researchers, evaluators, business, and labor organizations, advocates and other substance abuse and mental health constituency groups, state, territory, jurisdiction, sub state (e.g., county), and local government officials, tribal government representatives, representatives from federal agencies, and others. For recipients of Medicaid and Medicare this may include community organizations, churches and the faith community, and Head Start Centers.

#### **Develop Training Materials and Mechanisms**

The Contractor shall ascertain gaps in existing training initiatives that address linkages between substance abuse and other behavioral health problems, identify potential audiences for training. The Contractor shall identify and review curricula and its suitability for use as a web-based training course and develop a plan for modifying existing curricula for suitability as a web-based course. The Contractor shall develop or adapt training materials and mechanisms using advanced methodology and technology. This may include developing on-line and web-based tutorials and training courses for a wide range of treatment problems and activities, including needs assessment, program planning, selection of best practices, science-based approaches to treatment, violence prevention, managed care, cultural sensitivity, performance measurement, evaluation, etc.

#### **Provide Technical Assistance and Training**

The Contractor shall provide technical assistance and training at geographically distant consumer sites and/or at regional or national meetings and/or workshops designed to reduce or limit the cost of such technical assistance and training. The Contractor shall utilize a variety of methods and multi disciplinary teams to provide technical assistance and training, including Training of Trainers (TOT), technical assistance and training teams, consisting of experts in the areas described herein, state to state, provider to provider, etc. Technical assistance and training may be provided simultaneously to multiple programs or sites. The Contractor shall utilize the results of social marketing, health communications specifically crafted for cultural competence, and language translations, in providing technical assistance and training.

#### Assess the Effectiveness of the Technical Assistance and Training

The Contractor shall develop and utilize data collection instruments and procedures to evaluate the effectiveness of the web-based courses, technical assistance, and training. The Contractor shall meet with the TOO and program staff to establish the types of customer feedback information that will best assess the effectiveness of the technical assistance and training, develop an assessment plan and instruments, prepare documentation for OMB clearance, if necessary, implement the plan, collect the data, and report findings, including recommendations for improving the web-based courses, and technical assistance and training.

#### **Technical Assistance Support**

The Contractor shall have the capacity to receive telephonic, written and/or e-mail requests for technical assistance in areas covered by the programs operated by SAMHSA. Subsequently, after the request is received, the Contractor shall, in consultation with the Task Order Officer, (TOO), match the request with a cadre of persons able to respond to the specific request. Technical Assistance (TA) may be over the phone, in person, at a convenient meeting site, or at the project site of the original requestor. The Contractor shall arrange all telephone, internet, and travel logistics in support of the TA.

# Domain VIII SAMHSA DATA STRATEGY PROJECTS

The Contractor shall perform all tasks necessary for the development, implementation, maintenance, security, responsiveness, and improvement of SAMHSA's data strategy. With input from the Government, the Contractor shall provide necessary support to standardize and integrate SAMHSA's business, performance, reporting, and data collection functions as well as assess potential redundancies and inefficiencies. Special focus shall be on (1) developing metrics for measuring and reporting quality, progress, compliance, and return on investments, (2) developing the standards, specifications, and technologies to support the construction, delivery and exchange of the business and application components, (3) identifying the technologies (hardware and software) and services needed to support service access and delivery, service platform and infrastructure, the component framework, and

service interface and integration, and (5) independently verifying and validating SAMHSA's data strategy is still current and accurate.

With input from the Government, the Contractor shall participate in the identification, analysis, and reporting functions associated with integrating SAMHSA's business operations, system, and data as well as assessing program level performance. Using text, data tables, and illustrative graphs, the Contractor shall provide progress and evaluation reports describing the tasks, activities, operational elements, information exchanges, products, transitional strategies, and needed policy alignments to accomplish the mission.

#### Domain IX. WEB AND EXTRANET SITE PROJECTS

#### Coordination and Linkage with SAMHSA DIRM, NCADI PREVLINE, and other Web Sites

The Contractor shall collaborate and coordinate with SAMHSA's Division of Information Resources Management (DIRM) to design and maintain the content of SAMHSA's Web and Extranet sites for dissemination of data related to SAMHSA programs.

#### Adherence to SAMHSA Internet/Web Policy

The Contractor shall follow all SAMHSA Internet/Web Site Policies. Any development and production of Internet/Web applications, including Intranets and Extranets shall comply with SAMHSA policy and procedures. These policies and procedures cover web sites, web page linkages, and web development, and agency programmatic, concept, and technical clearances. All new Task Orders or modifications to existing Task Orders involving Internet/Web sites will require programmatic and concept clearances from the Office of Communications and ADP/IT clearances from the Division of Information Resources Management, SAMHSA. The SAMHSA Web Site is the only authorized web site. No new web sites will be created. Any web sites created by the Contractor will become part of the SAMHSA Web Site. Applications development may be accomplished on the Contractor's server. Production versions must reside on the SAMHSA/DIRM server.

#### Site, Content, and Functionality Design, Development, Implementation, and Maintenance

The Contractor shall design Web Sites to provide interactive access to federal and other public and private sector information, guidance, and other resources that address early intervention and treatment of substance abuse in various settings. The Web Sites may include, but not be limited to research findings, managed care, treatment and intervention issues, including needs assessment, policy issues development, education, training, EAP, workplace, drug testing, certification and practice guidelines, chat capabilities with which to exchange ideas and discuss related issues involving public and private substance abuse issues, strategies, initiatives, and programs. Appropriate federal, state, and private sector agencies shall be consulted for advice and input.

The Contractor shall plan for, facilitate, and expedite the migration of all production (as opposed to development) web sites from the Contractor's web site to the SAMHSA web site. The Contractor shall prepare an ADP/IT Plan to migrate the web site from the vendor site to the SAMHSA server. The ADP/IT Plan should include functional requirements (e.g., data, workloads, user interface, reliability, security, and maintenance), technical requirements (e.g., hardware, software, and telecommunications) and operational and other requirements. It should also include major ADP/IT Plan milestones and implementation dates of the migration project. The draft and final ADP/IT Plan will be submitted as a deliverable to the Task Order Officer. The Contractor shall continue maintenance and updating the web site and shall insure that the server system is designed to meet the electronic communication needs of the external and internal agency users, as the need arises. At a minimum, the Contractor shall provide: (1) the system for creating, sending, receiving, and downloading messages and attachments electronically; (2) a system for posting and downloading information files; and (3) employ a graphics utility interface to access the web site's services.

All documents developed under this requirement shall be created in HTML/XML electronic formats to facilitate the comprehensive and efficient paper-less retrieval of information. The Contractor shall address critical design, operation, management, and maintenance issues, such as access to, and organization of, information and ease of use, proposed core subject areas, the schedule for maintaining and updating the site data set, posting of print and downloaded electronic resources, consistency of site design with existing SAMHSA and DHHS sites, the use of graphics, color, animation, voice, the loading speed of web pages, and balancing design versus load time.

The Contractor shall assure appropriate security, including encryption and firewalls.

#### **Site Management and Evaluation**

The Contractor shall identify and monitor measures of subject matter relevance, ongoing assessment through inquiry and user feedback of user activity. The Contractor shall perform an ongoing assessment through inquiry responses and user feedback to ascertain the value of the data collected to the site(s) users.

# Domain X. PLANNING AND IMPLEMENTATION SUPPORT AND REPORT PREPARATION (Small Disadvantaged Business SET-ASIDE)

#### **Planning and Implementation Support**

The Contractor shall perform a range of activities in support of planning and implementing the programmatic events of SAMHSA. These activities shall include: consultation with the Task Order Officer (TOO) regarding attendees, sites, dates, and agendas. The Contractor shall arrange travel, hotel accommodations, reimbursement of per diem for travelers attending each event. The requirement could include some of the following:

- 1 The Contractor shall meet with the Task Order Officer to obtain relevant background information, review the Task Order requirements, and identify any problem areas.
- 2 The Contractor, in conjunction with the Task Order Officer shall identify appropriate pre-meeting materials and produce a planning document.
- 3 The Contractor shall arrange for any planning meetings with the principal meeting organizers.
- 4 If appropriate, the Contractor shall convene an expert panel with members approved by the Task Order Officer, to help plan the meeting.
- 5 The Contractor shall select a site to be approved by the Task Order Officer.
- 6 The Contractor shall negotiate and implement a contract to obtain quality meeting space, and if necessary, lodging and other related services. All lodging and per diem shall be contracted at rates in accordance with Federal Travel Regulations. Services may include audio-visual, telecommunications, computer, and recording equipment, along with supplies such as easels, pointers, notepads, etc., for meeting speakers and participants. The Government shall not provide any funds for food and beverages. The Contractor shall maintain contact with representatives at the meeting site to ensure smooth operation.
- 7 The Contractor shall prepare and distribute pre-registration materials to participants. The Contractor shall develop a final list of meeting participants and attendees and produce and distribute all meeting announcements and materials.

- 8 The Contractor shall coordinate meeting registration. Registration booth(s) shall be staffed at the meeting site to assist participants and attendees.
- 9 With the approval of the Task Order Officer, the Contractor shall select, invite, and confirm meeting speakers, arrange for their travel, and draft and distribute any required briefing materials. The Contractor may also be required to identify and provide qualified expert consultants, meeting facilitators or trainers to maximize attainment of meeting goals. All consultants shall be approved by the Task Order Officer prior to confirmation.
- 10 The Contractor shall provide post meeting services, for example, fiscal management, public relations, preparation of meeting proceedings and summaries, and the mailing of thank you letters to the meeting speakers and presenters.
- 11 The Contractor shall develop all conference materials, including announcements, agenda, participant information packets, name badges, etc. If required, the Contractor shall prepare electronic images, projector slide images, or paper/transparency copies. The Contractor shall prepare the produce layouts in either a text or graphic format (e.g., charts, lists, graphs, drawings). Multiple colors or black and white shall be utilized as required by the Task Order. The Contractor shall convert information provided by the Task Order Officer into electronic images (e.g., Power Point for Windows files), slides, or transparencies. The Contractor shall prepare camera-ready copy and produce additional copies as required for each presentation. The Contractor shall receive and/or provide the completed materials in hard copy or by modem transmission, as required.
- 12 The Contractor shall assist, as necessary, with any public relations activities pertaining to the meeting. This may include the development of a media strategy and assistance with press releases.

Air travel must be arranged early enough in advance of the meeting to take advantage of low and/or discounted air fares, unless an emergency situation arises. The Contractor shall have the capability to make arrangements for programmatic events ranging in size from 5-10 participants to 500 participants. For larger events, the Contractor may need to arrange for a planning group of field representatives to plan for the agenda and content of the meeting. When requested, the contractor shall have staff on site to deal with exigencies that arise.

### **Report Preparation Support**

The Contractor shall consult with the GPO to identify the topic for a report and the approach to be applied in preparing the report. The Contractor may be require to issue a subcontract agreement to proposed report writers that documents the specific nature of the request, the due dates for submission of the draft and final reports; and the amounts of remuneration. When a draft report is received, generally it will be reviewed by the GPO for substantive accuracy, and the final report will only be accepted, after the writer has incorporate the GPO comments received on the draft report, and the final report has been accepted by the GPO.

#### SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

#### D.1. PACKAGING, AND MARKING

#### a. Slides (and other transparencies)

All slides will be delivered in person or through the mail using slide sheets, plastic containers, or slide trays for protection. Each slide will be labeled with title and/or identifying number in series and labeled with a red dot in lower left corner.

# b. Audio Cassettes, Videotapes, and Film

All tapes and film will be delivered either in person or through the mail in plastic cases (tape), cardboard boxes (film) and be enclosed in padded mailing bags for protection. All tapes and film will have identifying labels on the tape/film and outside on the case/box. Labels will have SAMHSA identification and specific identifying information about the project.

#### c. Photographs

All photographs will be delivered either in person or using cardboard to protect the photographs from bending. Each photograph will be labeled either on the back or with the label otherwise attached to the actual photograph. Release forms will be secured for all photographs, filed, and be turned over to the SAMHSA Production Manager at the end of the contract.

#### d. Storyboards

All original mechanicals for storyboards will be delivered in person in protective cases for transport to the Government Printing Office.

#### D.2. SHIPPING

Oversized envelopes and other containers - In addition to requirements stated in the Performance Work Statement, the Contractor shall be required to provide containers to accommodate oversized materials that must be transported to the Government Project Officer, or Government Printing Office, e.g., for posters, etc.

<u>D.3.</u> All of the above required deliverables shall be marked "Task Order No. <u>To Be Determined(TBD)</u>" and shall indicate the contract title. All deliverables shall be made to the SAMHSA Task Order Officer at the following address:

**TIME OF AWARD (TOA)**1 Choke Cherry Road, Room **TOA**Rockville, Maryland 20852

# 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 Task Order Officer is the authorized technical representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:

#### TIME OF AWARD

1 Choke Cherry Road, Room **TOA** Rockville, Maryland 20852

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative with 30 days of receipt.

d. 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. 52.246-5, INSPECTION OF SERVICES-COST REIMBURSEMENT (APRIL 1984).

#### SECTION F - DELIVERIES OR PERFORMANCE

#### F.1. PERIOD OF PERFORMANCE

This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract for a base period of one year with four (4) one year options, for a total of five (5) years. Each option may be exercised by issuance of a unilateral modification. This contract includes services which will be ordered as the requirements arise subject to the availability of funds. Performance of this contract shall begin on February 15, 2007 and shall not extend beyond the estimated completion date of February 14, 2008, unless the period is extended by modification of the contract. See Section H.1 regarding potential Option periods: Option 1 extends the contract through February 14, 2009, Option 2 extends the contract through February 14, 2010, Option 3 extends the contract through February 14, 2011, and Option 4 extends the contract through February 14, 2012.

#### F.2. QUANTITIES AND CONDITIONS OF WORK

 Quantity of Work <u>is not guaranteed</u> at any amount over the stated minimum. The contractor is obligated to satisfy the requirements for service which are ordered as requirements arise through the Base Contract, Options, Individual task orders, and Modifications hereto.

All requirements issued for proposal purposes are to be considered estimated quantities only for the purpose of describing the general nature of the work contemplated, until each task order is awarded. The Government may cancel any task order at any time prior to its award.

# NO GUARANTEES ARE IMPLIED OR EXPRESSED BY THE GOVERNMENT IN ANY WAY THAT SERVICES WILL BE ORDERED, EXCEPT AS STIPULATED IN PARAGRAPHS "b" AND "c" HEREIN.

- b. Guaranteed Minimum: The Contractor is assured of a one time "minimum guarantee" amount of \$25,000 during the life of the Contract, which includes all option years, if exercised. This amount can only be claimed at the end of the contract period, if the Contractor proposes on all Task Orders offered to it during the years for which the Contractor is eligible.
- c. Maximum Total Contract Amount for the entire SAMHSA IDIQ is \$900,000,000.

#### F.3. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum.".
- Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the

Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contract shall not be required to make any deliveries under this contract after six months of contract expiration.

#### F.4. FAR 52.216-18 - ORDERING (OCT 1995)

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

#### F.5. REPORTING REQUIREMENTS/DELIVERABLES

Each individual Task Order will have a delivery schedule and requirements. Satisfactory performance of the task orders shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative.

The items in the individual Task Orders deliverables will be described in the Task Order Statement of Work and shall be delivered in accordance with and by the dates specified in the Task Order delivery schedule (and any specifications stared in SECTION D, PACKAGING AND MARKING, of this master contract).

This delivery schedule may be repeated for tasks for each of the twelve (12) month options, if the options are exercised. If the Contractor is unable to meet the delivery schedule stated because of unforeseen difficulties, notwithstanding the exercise of good faith and diligent efforts in performance of the work, the Contractor shall immediately notify the Contracting Officer in writing of the anticipated delay, the reason for the delay, and the expected date of delivery.

In addition to the specific requirements of the individual task order, the contractor shall submit to the Contracting Officer (CO) or the Task Order Officer (TOO) for review and approval the items specified below while a task order is in progress, in the quantities desired on or before the delivery date.

Description	Type/Quantity	Schedule
Property Report HHS Form 565, if necessary	1 to CO, 1 to Property Officer	Each year on October 30 <sup>th</sup>
Public Vouchers. Standard Form 1034 to be prepared in accordance with SAMHSA Billing Instructions (Attachment No. 3)	See Section G.3 Orig + 2 copies – CO 1 copy to PO	Monthly, within 20 days after end of period reported
Standard Form 294 – Subcontracting Report for Individual Contracts. This report is to be submitted semiannually	Electronic **	April 30 <sup>th</sup> October 30 <sup>th</sup>
Standard Form 295 – Summary Subcontracting Report – This report is to be submitted annually.	Electronic **	Thirty days after the close of the Federal fiscal year (September 30)

Overall Contract Report	1 to CO ***	Semiannually
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Note: The above delivery schedule will be required for the base year and all option years, if exercised.

- \* One copy to the Contracting Officer and the original to the SAMHSA Property Officer, 1 Choke Cherry Road, Room L-1019, Rockville, Maryland 20857.
- \*\* See clause H.19 Subcontracting Plan Provisions below

\*\*\* Overall Contract Report should include: (1) list all RFTOP's proposed on (2) a list of task orders awarded under the contract; (3) hours of staff effort dedicated, by task order and personnel category, and (4) a summary by task order of costs incurred for the period, with fiscal information arranged so as to delineate between direct personnel, sub-contract labor, travel, facility, and "all other" costs. One copy to the Contracting Officer. The Government may at any time ask for verification of the percentage of time of the staff.

Specific Task Orders will most likely include the following required reports on or before the Task Order due Date:

ITEM QUANTITY DELIVERY ON OR BEFORE

Administrative, progress, and financial In Accordance IAWTOR To Task Order Report With Individual Project Officer

Task Order Requirements

(IAWTOR)

Deliverable specified in the Task IAWTOR IAWTOR

Order Requirements

The above items if required shall be addressed and delivered to:

Addressee
Contracting Officer
1 Choke Cherry Road, Room 7-1051
Rockville, MD 20857

#### F.6. STOP WORK ORDER

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.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE: 52.242-15, STOP WORK ORDER (AUGUST 1989) with ALTERNATE I (APRIL 1984)

# F.7. OTHER CONTRACTS

The Government may award other contracts related to the services of this contract. The Contractor shall cooperate fully with all such other contractors, Government employees, and officials involved and as necessary must carefully adapt the scheduling and performance of work under this contract to accommodate the other work, heeding any instructions which may be provided by the GPO. The Contractor shall not commit or permit any acts that will interfere with the performance of work by any other contractor or by Government personnel.

#### SECTION G - CONTRACT ADMINISTRATION DATA

#### G.1. TASK ORDER OFFICER

- a. A Task Order Officer will be appointed for each task order, and be identified at the time of task order award.
- b. The Task Order Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.
- c. The Contracting Officer is the only person with authority to act as 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, any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.
- d. The Contracting Officer hereby delegates the Task Order Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.
- e. The Government may unilaterally change its Task Order Officer designation
- f. The Alternate Task Order Officer's responsibilities include representing the Contracting Officer in technical phases of the contract only in the absence of the Task Order Officer.
- g. As used herein, technical monitoring is direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contractual Statement of Work.
- h. For guidance from the Task Order Officer or Alternate Task Order Officer to the Contractor to be valid, it must:
  - (1)Be consistent with the general scope of work set forth in the contract;
  - (2)Not constitute new assignment of work or change to the expressed terms, conditions, or specifications incorporated into this contract;
  - (3)Not constitute a basis for an extension to the period of performance or contract delivery schedule; and
  - (4) Not constitute a basis for any increase in the contract fee and/or cost.
- i. Nothing contained in this Clause authorizes the Contractor to incur costs in excess of the estimated cost or other limitation on funds set forth in this contract.

#### G.2. KEY PERSONNEL

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

NAME TITLE PERCENTAGE OF TIME

(WILL BE INSERTED AT TIME OF AWARD OF EACH TASK ORDER)

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

#### G.3. INVOICE SUBMISSION

Invoice/Financing Request Instructions for SAMHSA Cost-Reimbursement Type Contracts, are attached and made part of this contract. The Billing Instructions and the following directions for the submission of invoices/financing requests must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

- a. The Contractor agrees to provide a Contact Name and Phone Number on every invoice
- b. The contractor shall submit an original and two (2) copies of its invoice(s) to:

Contract Specialist
Substance Abuse and Mental Health Services Administration
Division of Contracts Management, OPS
1 Choke Cherry Road, Room 7-1051
Rockville, Maryland 20857

This shall include the completed Voucher Review Sheet in Attachment 3.

c. The contractor shall submit one (1) copy of its invoice(s) to:

Task Order Officer
Substance Abuse and Mental Health Services Administration
1 Choke Cherry Road, Room \_\_\_\_\_
Rockville, MD 20857

This shall include the completed Voucher Review Sheet in Attachment 3.

d. Inquiries regarding payment of invoices should be directed to the designated payment office:

Department of Health and Human Services Program Support Center (PSC) Accounting and Finance Branch Parklawn Bldg., Room 16-36 5600 Fishers Lane Rockville, Maryland 20857 (301) 443-2780 (301) 442-2099 fax

#### G.4. INDIRECT COST RATES

a. In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), <u>Allowable Cost and Payment</u> incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

(WILL BE INSERTED AT TIME OF AWARD)

b. These rates, including modifications thereto, are hereby incorporated without further action of the Contracting Officer.

If the contractor's provisional negotiated rate agreement lapses the contractor is limited to the following billing rates until such agreement is finalized:

Billing Rate

(WILL BE INSERTED AT TIME OF AWARD)

c. Notwithstanding the foregoing, the Contractor shall, in the case of an upward adjustment of the provisional rates, comply with the requirements of FAR 52.232-22 "Limitation of Funds" of the contract, and provide timely notification to the Contracting Officer, where such increase in costs causes operation of that clause.

#### G.5. GOVERNMENT PROPERTY

a. If this Contractor is authorized to acquire Government Property during the performance of this contract, the DHHS Publication (OS) 686, entitled, <u>Contractor's Guide for Control of Government Property</u>, (1990). Will be incorporated by reference. The contractor is referred to <a href="http://www.ogam2000.com/log/contractorsguide.htm">http://www.ogam2000.com/log/contractorsguide.htm</a> for the latest Contractor's Guide.

The Contract's Property Management Officer is: Michael Daniels, Leader Logistics Team Division of Administrative Services, OPS, SAMHSA 1 Choke Cherry Road, Room L-10\_\_ Rockville, Maryland 20857

a. Upon completion of this contract, and throughout the contract as requested, the Contractor agrees to furnish to the Contracting Officer, without delay, the inventory schedule covering all Government Data furnished or acquired for use in the performance of the predecessor contract. Title to all data acquired or furnished under the predecessor contract and now accountable under this contract shall vest and remain vested in the Government.

#### G.6. ELECTRONIC FUNDS TRANSFER PAYMENT METHOD

The information required by FAR Clause 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003), shall be submitted to the following address:

Program Support Center (PSC) Division of Financial Operations Accounting and Finance Branch Parklawn Bldg., Room 16-23 5600 Fishers Lane Rockville, Maryland 20857 (301) 443-6766

#### G.7. PUBLICATION CLEARANCE REQUIREMENTS

#### 1. Concept Clearance Requirement:

The contractor shall not expend funds on the development of any specific communications product until the SAMHSA Office of Communications has issued a concept clearance or other commensurate approval for the product. For this purpose, a communications product is defined as an item of printed or audiovisual information carrying the Department's name as the publisher or in which the Department has a proprietary interest, whether written or published in the Department or outside, regardless of how it is financed. A publication or audiovisual product requires clearance through SAMHSA and DHHS communications channels if 50 or more copies of it are to be distributed outside of DHHS or if it will be posted on a Website available outside of DHHS. This applies to communications products distributed to Congress, other Federal, State, and local branches of government, contractors, grantees and intermediaries. It includes products printed or duplicated by contractors or by desktop means. Communications products include, but are not limited to, books, booklets, brochures/pamphlets, reports, newsletters, electronic/web, videos and audiotapes.

#### 2. Writer/Editor Requirement:

Products being developed under this contract for potential dissemination by SAMHSA must be developed and/or reviewed by a senior writer/editor who has been identified among the key personnel for this project. That individual must be able to provide the necessary expertise for appropriate and accurate content and editorial review needed to achieve a high standard of excellence in content, syntax, grammar, and style, including attention to the match between target audience and content level.

#### 3. Manuscript/Galley Requirement:

Products developed under this contract for potential dissemination by SAMHSA should (i) reflect consistent use of a consistent style manual (preferably TOO, although other manuals may be selected and used with reason), (ii) adhere to common standards of grammar and usage, and (iii) include correct form and content in use of logos, content and look of cover, title page, and acknowledgment/disclaimers, as determined by SAMHSA's Office of Communications.

#### G.8. PUBLICATIONS

The Task Order Officer designated under this task order, or any other employee of the Substance Abuse and Mental Health Services Administration, is precluded from being listed or named as author, co-author, or contributor on any direct product resulting from this contract.

#### G.9. AUTHORITY TO ISSUE CONTRACT TASK ORDERS

The Contracting Officer is the only individual authorized to issue contract task orders.

#### G.10. CHANGES OR REVISIONS

- a. The Government shall not be liable for any costs due to changes or revisions in the scope of services for this Contract or in any task order projects, from the requirements originally negotiated and agreed to, unless such changes or revisions are authorized and approved by the Contracting Officer, in writing.
- b. Any request for changes or revisions received from the Contractor shall be referred to the Contracting Officer for review and approval before acceptance by the Government.

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H.1. OPTIONS

a. Unless the Government exercises its options pursuant to Options 1, 2, 3 and 4 described in section B, the contract consists only of one 12 month base year of the Statement of Work as defined in Sections C and F of this contract Pursuant to clause 52.217-9 set forth in paragraph b., below, the Government may, by unilateral contract modification, require the Contractor to perform Years 2, 3, 4 and 5 of the Statement of Work as also defined in Sections C and F of this contract. If the Government exercises these options, notice must be given at least 30 days prior to the expiration date of this contract, and the estimated cost of the contract will be increased as set forth in Section B.

## b. 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor for up to four additional years, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises these options, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

#### c. 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

#### H.2. Performance Based Contract Plan

#### a. Introduction

This is a performance-based contract oriented toward outcomes and products. As such, it gives the contractor the liberty to propose creative solutions and conceive new or alternative methods to achieve the Government's objectives. Management of the award fee and performance objectives are discussed in detail below. As an additional incentive option years for the continuation of this contract will only be awarded with continued acceptable performance (Satisfactory or better).

#### b. <u>Award Fee Plan</u>

The contractor will receive a small base fee and will be eligible for an award fee, which will be tied to the achievement of the performance objectives and targets specified. The award fee determinations are not subject to the Disputes Clause (FAR 52.233-1). The Agency's decision to pay or not to pay Award Fee in no way alters the contractor's responsibilities to perform any functions or produce any deliverables required by the contract. The Agency's decision to pay or not to pay award fee in no way alters the Department's obligation to pay the contractor for satisfactory deliverables in accordance with the contract. The distribution of the award fee, in whole or in part, will occur annually at the end of each contract year, based on the Government's evaluation of whether the Contractor has met or exceeded the performance standards, in accordance with the Quality

Assurance Surveillance Plan, example at Attachment 2. Award Fee is available for services and products identified below:

# THIS IS A SAMPLE. THE ACTUAL TASKS/POOLS AND DOLLARS WILL BE DECIDED AS EACH TASK ORDER IS AWARDED.

ANNUAL AMOUNTS AVAILABLE FOR AWARD FEE (to be evaluated and paid annually):

Service/Product/Task  See amounts available annually at Section B.2.i.	Award for Evaluation Unacceptable Reduces fee by \$1,000 annually per unacceptable rating (can affect base fee).	Award for Evaluation Satisfactory 0%* Satisfactory Plus 40%*	Award for Evaluation Excellent 80 % *	Award for Evaluation Superior 100*
Pool 1 (Task)		f the available award faill be that % of the 1/8		
Pool 2 (Task)		f the available award fill be that % of the 1/8		
Pool 3 (Task)		f the available award fill be that % of the 1/8		
Pool 4 (Task)		f the available award fill be that % of the 1/8		
Pool 5 (Task)		f the available award fill be that % of the 1/8		
Pool 6 (Task)		f the available award fill be that % of the 1/8		
Pool 7 (Task)		f the available award fill be that % of the 1/8		
Pool 8 (Task & Overall contract management)		f the available award fill be that % of the 1/8		
Total Award Fee Available	See Chart in Section	B.2 in Task Order Award	ls - for Total Awa	rd Fee Available

<sup>\*</sup> Percentage of Award Fee that can be actually awarded at this score.

The Contracting Officer and the Task Order Officer (TOO) shall together determine whether a product/service is delivered on time and within budget. If it is deemed to be on time and within budget, it will be evaluated for quality by an Award Fee Evaluation Group (Group). Each Group will consist of the TOO, the Contracting Officer or his/her designee, and approximately one other government officials or non-government personnel (depending on specific expertise) specified by the TOO. and approved by the Contracting Officer. The composition of the Group may change from task to task.

Each member of the Group will evaluate the quality of the task using a numerical rating scale from 0 to 100. The scale will be defined as follows:

Definition of Rating	Adjective Rating	Numerical Rating	Fee %
Superior - Contractor's performance exceeds standards by substantial margin, the monitor can cite few areas for improvement, all of which are minor.	Superior	90 - 100	100%
Excellent - Contractor's performance exceeds standard, and although there may be several areas for improvement, these are more than offset by better performance in other areas	Excellent	80 - 89	80%
Satisfactory - Contractor's performance is standard and area's for improvement are approximately offset by better performance in other areas.	Satisfactory Plus Satisfactory	70 - 79 61 - 69	40% 0%
<u>Unacceptable</u> - Contractor's performance is less than standard by a substantial margin, and the monitor can cite many areas for improvement which are not offset by better performance in other areas. Less satisfactory performance would be unacceptable.	Unacceptable	Below 60	Unacceptable Performance Reduces Fee by \$1,000 per 12 month period per unacceptable task (this can affect base fee)

Each member of the Group will give the product a numerical rating and those ratings will be averaged. An Average of less than 60 (Unacceptable) will result in a reduction in the base fee of \$1,000 for that six month rating period. An average score between 61-69 (Satisfactory Performance) will result in Award of 0%, an average of 70-79 (Satisfactory Plus) will result in Award of 40%, an average of 80-89 (Excellent) will result in Award of 80%, and an average of 90 through 100 (Superior) will result in Award of 100%.

#### H.3. PRIVACY ACT

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties. The Contractor shall ensure that each Contractor employee knows the prescribed Rules of Conduct and each Contractor employee knows that he/she can be subject to criminal penalties for violation of the Privacy Act.

The Privacy Act System of Records applicable to this project are Systems Notice 09-30-0036 & 09-30-0049. This document is incorporated into this contract as an Attachment 11 in Section J.

The Privacy Act is applicable to the records kept by the Contractor on paying honorarium and/or per diem to Consultants. The Contractor shall destroy these records in accordance with the provisions of the Privacy Act after contract closeout has

occurred and the accounting record retention requirements of the Internal Revenue Service and the General Accounting Office have been met.

#### H.4. SALARY RATE LIMITATION LEGISLATION PROVISIONS

Pursuant to P.L. 109-149, no Fiscal Year 2006 (October 1, 2005 – September 30, 2006) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is \$183,000 per year for the period of January 1, 2006 through December 31, 2006. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 109-149 states in pertinent part:

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

Contractors shall absorb that portion of an employee's salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$183,500 a year.

#### H.5. ADP SYSTEMS SECURITY REQUIREMENTS

All Governmental, proprietary and potentially sensitive data will be securely collected, processed, maintained, and in general safeguarded in compliance with the requirements of the Computer Security Act of 1987, Office of Management and Budget Circular A-130, Appendix III ("Security of Federal Automated Information Systems"), and Part 6 of the DHHS IRM Manual (specifically, the most recent release of the AIS Security Program Handbook). The contractor shall include this clause in any subcontract award pursuant to this prime contract. The information technology security plan should conform to the documentation standards of the National Institute of Standards and Technology (see NIST special publications SP800-12, 800-14, SP800-19 at http://csrc.nist.gov/publications/nistpubs/index.html).

NOTE: An on-line version of the DHHS AIS Security Program Handbook is available at <a href="http://www.ahcpr.gov/downloads/pub/contract/rfp010006.doc">http://www.ahcpr.gov/downloads/pub/contract/rfp010006.doc</a>

On-line versions of the Computer Security Act of 1987 and the Office of Management and Budget's Circular A-130, Appendix III ("Security of Federal Automated Information Systems") are available at <a href="http://wwwoirm.nih.gov/security/aissp.html">http://wwwoirm.nih.gov/security/aissp.html</a>

Adequate security is essential. This means security commensurate with the risk and magnitude of the harm that could result from the loss, misuse, or unauthorized access to or modification of information. This includes assuring that systems and applications operate effectively and provide appropriate confidentiality, integrity, and availability, through the use of cost-effective management, personnel, operational, and technical controls.

Security procedures and practices must address but are not limited to:

- a. Administrative procedures to guard data integrity, confidentiality, and availability these are documented, formal practices to manage the selection and execution of security measures to protect data and the conduct of personnel in relation to the protection of data, and
- b. Physical safeguards to guard data integrity, confidentiality, and availability these relate to the protection of physical computer systems and related buildings and equipment from fire and other natural and environmental hazards, as well as from intrusion. Physical safeguards also cover the use of locks, keys, and administrative measures used to control access to computer systems and facilities.
- c. Technical security services to guard data integrity, confidentiality, and availability these include the processes that are put in place to protect and to control and monitor information access, and

d. Technical security mechanisms – these include the processes that are put in place to prevent unauthorized access to data that are transmitted over a communications network.

For data protected under the Privacy Act transmitted over the Internet, the minimum technical safeguard is secure socket layer (SSL) 128-bit certificates. Similarly, data protected under the Privacy Act residing in a workstation must be encrypted to avoid unauthorized access to the data in the event of theft or loss of the workstation. However, as security threats become more sophisticated, the security system to guard against those threats must evolve as well.

#### H.6. EPA ENERGY STAR REQUIREMENTS

In compliance with Executive Order 12845 (requiring Agencies to purchase energy efficient computer equipment) any microcomputers, including personal computers, monitors, and printers that are purchased using Government funds in performance of a contract shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star Computers Program unless the equipment always meets EPA Energy Star efficiency levels. Contractors shall include Energy Star as a specification when soliciting bids for computer equipment which requires Energy Star compliance.

This low-power feature must already be activated when the computer equipment is delivered and be of equivalent functionality of similar power managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

#### H.7. PURCHASE OF INFORMATION RESOURCE TECHNOLOGY

At least 30 days prior to purchase of Information Resource Technology (IRM) hardware and software, the Contractor shall submit a list of all proposed IRM equipment to the SAMHSA Contracting Office for approval by the Contracting Officer. The list shall contain: (1) name of item, (2) manufacturer, (3) part number, (4) version, (5) quantity, (6) options and (7) evidence of competition (i.e. list of vendors and equipment prices). The Contractor shall not purchase any IRM equipment until the Contracting Officer notifies the Contractor in writing that approval has been granted.

#### H.8. SOFTWARE IMPLEMENTATION

Software packages proposed for use by the Contractor that are not otherwise specified in the Statement of Work, shall be approved by the Contracting Officer prior to implementation. The Contractor may be required to demonstrate software packages before approval is granted. This does not apply for software that is for internal use of the Contractor.

#### H.9. VIRUS PROTECTION

The Contractor shall utilize a comprehensive virus protection software package to screen all data, information, and software provided to the Government on 3 ½" and CD-ROM media. The screen shall include the identification and removal of all viruses, worms, and other forms of data information, and software infestation. The Contractor shall also utilize the virus protection software to screen all data information, and software obtained from the Government and other sources for processing on the Contractor's network(s) and personal computer(s).

The Contractor shall immediately notify the Government Project Officer of any virus, worm, or other form of data information, and software infestation found on Government provided electronic media. The Contractor shall recommend to the Government the specific virus protection software the Contractor intends to use.

#### H.10. COMPLIANCE WITH SAMHSA/DIRM GUIDELINES

The Contractor shall use software that meets SAMHSA guidelines: specifically, the system(s) will be PC compatible; operate in a Windows environment; and use WordPerfect, Lotus, PowerBuilder or other software consistent with SAMHSA Division of Information Resource Management (DIRM) standards. The Contractor shall at all times maintain

compliance with current DIRM standards, which may change over the duration of this contract. Any deviation from the SAMHSA standard should be negotiated with DIRM.

#### H.11. FTS 2001

The Contractor will be assisted by the GPO in using the appropriate Federal Procedures for the initiation and use of any 800 number (a toll-free telephone number) under the Government FTS-2001 Service. The Division of Information Resources Management will coordinate the installation at the Contractor site of the FTS-2001 service. (This may take up to eight weeks).

If the Contractor will travel to different locations and place or receive only occasional domestic long distance calls exclusively for SAMHSA, the Contractor may obtain a FTS 2001 calling card through the Government Project Officer/Division of Information Resources Management (This may take up to two weeks).

For any other telecommunications requirements, the Contractor shall coordinate the request through the Government Project Officer and the Division of Information Resources Management. In order to control potential waste, fraud, and abuse of Government-provided telecommunications resources, the Government reserves the right to monitor the Contractor's usage of the FTS 2001 network.

#### H.12. OWNERSHIP OF MATERIALS AND DISPOSITION OF DATA

- a. All information and materials including data developed under this contract are the property of the government and shall be delivered as part of the deliverables under the contract. No information developed under this contract shall be released by the contractor without the written permission of the government.
- b. Where automated data bases are developed, maintained or regularly updated by the contractor, the Government maintains ownership of all software, manuals, data, data processing, user documentation and any other materials developed by the contractor to manage it. Any software developed to manage or enhance these data must be fully documented and the documentation provided to the Government. Any required transfer of the data will be effected in such a way that the data base will be immediately available without interruption.

#### H.13. ACCESSIBILITY

Pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d) as amended by P.L. 106-246, all Electronic and Information Technology (EIT) developed, procured, maintained, or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The contractor shall ensure that this technology is accessible to employees, government personnel and members of the public with disabilities to the extent it does not post an "undue burden.." Section 508 Standards speak to various means for disseminating information, including computers, software, and electronic office equipment. It applies to, but is not solely focused on, federal pages on the Internet or the World Wide Web. It does not apply to the web pages of private industry. The complete text of Section 508 Standards can be accessed at http://www.section508.gov/index.cfm.

#### H.14. CORRESPONDENCE PROCEDURE

To promote timely and effective administration, correspondence (except for invoices, technical progress reports, deliverables) submitted under this contract shall be subject to the following procedures:

(1) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence which proposes or otherwise involves waivers, deviations, or modification to the requirements, terms or conditions of this contract) shall be addressed to the Project Officer, with an information copy of the basic correspondence to the Contracting Officer.

- (2) Other Correspondence. All other correspondence shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the Project Officer.
- (3) Subject Line (s). All correspondence shall contain a subject line, commencing with the contract number as illustrated below:

SUBJECT:	Task Order No.	
Request for	Approval of	

#### H.15. INVOICE INSTRUCTIONS

The Contractor agrees to specify a cost breakdown and detail on invoices of:

- (1) Contractor's name and invoice date. All invoices shall include the signature of a person authorized to bind your organization.
- (2) Contract Number, or other authorization for delivery of property and/or services.
- (3) Description, cost or price, period of performance and quantity of property and/or services actually delivered or rendered.
- (4) Shipping and Payment terms.
- (5) Other Substantiating documentation or information as required by the contract.
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment inquiries are to be sent.
- (7) And to further specify the following line items

Direct Labor (List by individual and current and cumulative amount for each.)

Fringe Benefits (Cite rate)

Supplies

Travel (Provide detail) specify transportation costs, per diem & misc.

Reimbursement of travel costs shall, at a minimum, include the following, as they apply: Individual traveling, location traveled from, location traveled to, departure time, dates of travel, mode and cost of transportation, daily per diem rate, number of days of per diem, hotel rate (indicate whether rate is inclusive or tax or list tax separately), number of nights at hotel, rental car rate, POV mileage rate and number of miles, honorarium rate and number of days receiving honorarium.

Other Direct Costs

Consultants (identify & cite authorization) specify rate and amount

Subcontract Costs (identify and provide detail)

Indirect Costs by Category (Cite rate)

Fee (if any)

TOTAL COSTS

Invoices should also show the estimated totals for each line item as well as the cumulative amounts billed for each line item. Invoices shall be delivered via regular mail. The cost of overnight or courier to deliver invoices are not allowed under this contract.

#### H.16. PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages will not be deemed to be printing. A production unit is defined as one sheet, size 8½ by 11 inches, one side only, one color.

#### H.17. 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 to be established in accordance with the Treasury Fiscal Requirements Manual. For purposes of this provisions, 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 the indebtedness;
- b. the amount due:
- c. the fact that interest that will be applied if payment is not received within 30 days from the date of mailing of the notice, and;
- d. the approximate interest rate that will be charged.

#### H.18. SUBCONTRACTING PLAN PROVISIONS – APPLIES TO LARGE BUSINESSES

- a. Small Business and Small Disadvantaged Business Subcontracting Plan
- (1) The Small Business and Small Disadvantaged Business Subcontracting Plan, dated \_\_\_\_\_\_\_is attached hereto and made a part of this contract.
- (2) The failure of any contractor or subcontractor to comply in good faith with the Clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such Contract or Subcontract.
- b. Small Disadvantaged Business (SDB) Participation Plan
- (1) The Small Disadvantaged Business (SDB) Participation Plan, dated\_\_\_\_\_\_\_ is attached hereto and made a part of this contract.
- (2) In compliance with FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
- (3) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219 25, entitled "Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting" incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."
- c. Subcontracting Reports
- (1) The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <a href="http://www.esrs.gov">http://www.esrs.gov</a>) following the instructions in eSRS as supplemented by agency regulations;

Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS;

Provide the <u>prime contract number</u>, the <u>order number</u>, if applicable, and the prime contractor's <u>DUNS</u> <u>number</u> to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and

Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (a)(9) above, at every tier, provide the <u>prime contract number</u>, the <u>order number</u>, if applicable and <u>their own DUNS number</u> to all of their subcontractors with subcontracting plans.

Regardless of the effective date of this contract, the report shall be submitted on the following dates for the entire life of this contract:

April 25th October 25th

#### H.19 LIMITATION ON SUBCONTRACTING - APPLIES TO SMALL BUSINESSES

FAR Clause No. 52.219-14 is applicable to this contract and stated below in full text:

#### LIMITATION ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for -
  - (1) <u>Services (except construction)</u> At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) <u>Supplies (other than procurement from regular dealer in such supplies)</u> The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) <u>General construction</u> The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) <u>Construction by special trade contractors</u> The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### H.20. OMB CLEARANCE

The Contractor shall not collect or record any information calling for answers to identical questions from more than nine (9) persons or organizations. This approval must be obtained before expenditure of funds or public contacts for the actual acquisition of the information. This applies to questionnaires, electronic transmission requirements, etc., regardless of whether the information collection occurs by mail, person or telephone interview or group interviews (e.g., focus groups). It does not matter whether the response is voluntary or mandatory. Information collection may begin only after the Contracting Officer notifies the Contractor in writing that OMB clearance has been obtained.

#### **H.21 PERSONNEL BACKGROUND INVESTIGATION REQUIREMENTS**

#### (Included at Time of Award ).

#### 1. BACKGROUND

The Office of the Assistant Secretary for Administration and Management (ASAM), Department of Health and Human Services (DHHS), requires that all DHHS contractors (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.

The positions on this contract are designated Level 5, medium risk public trust. Level 5 positions require a minimum of a National Agency Check with Inquiry and Credit (NACIC) investigation. Ten days prior to beginning work on this contract, each contractor must submit the following in a sealed envelope with a cover letter identifying the contract:

- SF-85P, Questionnaire for Public Trust Positions, with pages 7 and 8 signed. (Note: the unnumbered ninth page, a medical release, is not required and should be removed and discarded.)
   Obtain form from <a href="www.opm.gov">www.opm.gov</a> (Additional information to assist in filling out the SF-85P included in Section J Attachments in the IDIQ Contract if applicable)
  - a. Questionnaire
  - b. Authorization for Release of Information
  - c. Authorization for Release of Medical Information (discard)
- A HHS Credit Release (Included in Section J Attachments in the IDIQ Contract if applicable)

This information is to be mailed to:

Program Support Center Personnel Security and Ethics Office Parklawn Building, Room 4C-14 5600 Fishers Lane Rockville, MD 20857

After receipt of the SF-85P and HHS Credit Release, contractors will be contacted to schedule digital fingerprinting.

Questions may be directed to 301-443-5650.

In addition, the contractor is to mail a list of contractor personnel to the SAMHSA Contract Specialist/Contracting Officer.

## H.22 STANDARDS OF CONDUCT

The Contractor shall request a Conflict of Interest and Confidentiality Form from the Contracting Officer. This form must be requested within 10 days of the contractor employee being on-site or on board. Failure to comply with the execution of the Confidentiality Form will result in immediate removal and disallowance of any associated costs or payments.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. The Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized.

#### H.23 Conference Material Disclaimer

Where a conference is funded under this contract, the following shall be included on all conference materials:

"The views expressed in written conference materials or publications and by speakers and moderators at HHS-sponsored conferences, do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

#### H.24. WORK BY OTHERS

The contractor shall not expect exclusive rights to any work covered by this contract. The Government reserves the right to undertake by contract, by Government personnel, or by other means, the same or similar kinds of work included in this contract, depending on the availability of resources. Such actions shall not be violations of this contract, and shall not be considered as terminations in whole or in part of any work produced through this contract.

## H.25. PROTEST

No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract except on grounds that the order increases the scope, period, or maximum value of the contract.

## PART II

# SECTION I.1. GENERAL CLAUSES FOR A COST REIMBURSEMENT PLUS AWARD FEE CONTRACT - CLAUSES INCORPORATED BY REFERENCE (MAY 2005)

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

## FAR Clause No. Title and Date

52.202-1	Definitions (JULY 2004)
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 (SEPT 2005)
52.204-4	Printing or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (JULY 2006)
52.204-8	Annual Representations and Certifications (JAN 2006)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred,
	Suspended, or Proposed for Debarment (JAN 2005)
52.215-1	Instruction of Offerors – Competitive Acquisition (JAN 2004)
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 14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustment and Asset Reversions (OCT 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of plans for Post retirement Benefits Other Than Pensions (PRB) (JULY
	2005)
52.215-19	Notification of Ownership Change (OCT 1997)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.217-7	Option for Increased Quantity–Separately Priced Line Item (MAR 1989)
52.217-8	Option to Extend Services (NOV 1999)
52.217-9	Option to Extend the Term of the Contract (MAR 2000)
52.219-4	Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (JULY 2005)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (JULY 2005)
52.219-14	Limitations on Subcontracting (DEC 1996)
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)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities (JUNE 1998)

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52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other
	Eligible Veterans (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)
52.225-13	Restrictions on Certain Foreign Purchase (FEB 2006)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
	Alt I (JUNE 1987)
	Alt II (JUNE 1987)
	Alt III (JUNE 1987)
	Alt V (JUNE 1987)
52.228-7	Insurance – Liability to Third Persons (MAR 1996)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
	(The following clause shall apply if the contract is fully funded)
52.232-20	Limitation of Cost (APR 1984)
	(The following clause shall apply if the contract is incrementally funded)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003), Alternate (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996), Alternate I (JUNE 1985)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUG 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, Labor-Hour Contract)
	(MAY 2004)
52.246-5	Inspection of Services - Cost Reimbursement (APRIL 1984)
52.246-25	Limitation of Liability Services (FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
55.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

HHSAR Clause No.	<u>Title and Date</u>
352.202-1 352.216-72 352.223-70	Definitions (JAN 2001) Alternate I (JAN 2001) Additional Cost Principles (Oct. 1990) Safety and Health (JAN 2001) 48 of 88

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352.224-70	Confidentiality of Information (APR 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.232-75	Incremental Funding (JAN 2001)
352.233-70	Litigation and Claims (APR 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to persons with Disabilities (JAN
	2001)
352.270-5	Key Personnel (APRIL 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (JAN 2001)

[End of GENERAL CLAUSES FOR A COST PLUS AWARD FEE CONTRACT]

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J LIST OF ATTACHMENTS

TITLE	NO. PAGE
1. Guideline for Assessing Cultural Competence	1
2. Quality Assurance Surveillance Plan	2 (TBD w/each Task Order)
3. Voucher Review Sheet	1
4. Packing and Delivery of Proposal	1
5. Billing Instructions	7
6. SF LLL-A, Disclosure of Lobbying Activities	3
7. Contact Points	1
8. Breakdown of Proposed Estimated Cost (Plus Fee) and Labor Hours	2
9. Proposal Intent Response	1
10. Government Notice for Handling Proposals	1
11. Privacy Act - Systems Notice 09-30-0036 & 09-30-0049	5
12. Client Letter - example	1
13. Contractor Evaluation Forms	3
14. ADP/FIPS Cost Sheet	1
15. Small Business Subcontracting Plan	7

## SECTION K Representations, Certifications, and Other Statements of Offerors or Quoters

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated). (March 2002)

The Representations and Certifications required by this acquisition can be accessed through the Online Representations and Certification Applications (ORCA) on the Internet at the following address: <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>

If you are unable to access this document, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU, <u>MUST</u> COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS ONLINE.

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

#### L.1. GENERAL INFORMATION

# A. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (JAN 2004)]

(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) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications 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 identity of the person requesting withdrawal is established and the person 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 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) Offerors 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 offeror)

[Note: In accordance with HHSAR 352.215-1, the following paragraph (e) is substituted for the subparagraph (e) of the provision at FAR 52.215-1.]

(e) Restriction on disclosure and use of data. (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages

- (insert page numbers, paragraph designations, etc. or other identification).
- (2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:
  - "Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation."
- (3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.
- (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 without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
  - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
  - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
  - (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post award debriefing is given to requesting offerors, the Government may disclose the following information, if applicable:
  - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offerors offer;
  - (ii) The overall evaluated cost or price and technical rating of the successful offeror;
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iv) A summary of the rationale for award; and
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;
  - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulation, and other applicable authorities were followed by the agency.
- Alternate I (October 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:
  - (f) (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.

#### B. FAR 52.216-1 - TYPE OF CONTRACT (APRIL 1984)

It is anticipated that <u>multiple Indefinite Delivery Indefinite Quantity (IDIQ) awards</u> will be made from this solicitation and that the awards will be made on/about February 15, 2007.

It is anticipated that the Government will award up to 10 contracts under each Domain area

Domain	# of awards	Domains	# of awards
I-L	10	I - S	10
II – L	10	II – S	10
III – L	10	III – S	10
IV – L	10	IV - S	10
V – L	10	V - S	10
VI – L	10	VI - S	10
VII – L	10	VII - S	10
VIII – L	10	VIII - S	10
		IX - S	10
		X - S	10

It is anticipated that the award from this solicitation will be a 12 month cost reimbursement plus Award Fee, <u>completion type</u> contract. In addition, four 12 month Option periods shall be negotiated (exercisable each contract year). Incremental funding will be used (see Section L.2.C. Business Proposal Instructions).

#### C. FAR 52.216-27 SINGLE OR MUTLIPLE AWARDS (OCT 1995)

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

#### D. FAR 52.233-2 - SERVICE OF PROTEST (AUGUST 1996)

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:

Contracting Officer
Substance Abuse and Mental Health Services Administration
Division of Contracts Management
Office of Program Services
1 Choke Cherry Road, Room 7-1051
Rockville, Maryland 20857

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

#### E. COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

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 October 3, 2006. Answers to questions shall be sent to the prospective offeror by solicitation amendment. Offerors shall e-mail questions to Lynn Tantardini at Lynn.Tantardini@samhsa.hhs.gov, in addition the offeror shall also fax the questions to 240-276-1510.

#### F. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

#### G. PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

#### H REFERENCE MATERIALS

There are no Reference Materials for this RFP.

#### I <u>ESTIMATE OF EFFORT</u>

It is expected that a completion type contract will be awarded as a result of this RFP. Due to the nature of this project this information is not provided.

#### J RELEASE OF INFORMATION

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

#### L.2. <u>INSTRUCTIONS TO OFFERORS</u>

#### A. GENERAL INSTRUCTIONS

#### INTRODUCTION

A. The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. The Government requires a <u>minimum</u> acceptance period of 120 days. Special attention is directed to the requirements for ORAL and WRITTEN portions of the technical and the WRITTEN business proposals to be submitted in accordance with these instructions.

#### (1) <u>Contract Type and General Clauses</u>

It is contemplated that multiple IDIQ contracts will be awarded. In addition to the special provision of this request for proposal, any resultant contract shall include the general clauses applicable to the selected offeror's organization and to the type of task orders that may be issued under the contract, i.e., cost reimbursement. 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.

#### (2) <u>Authorized Official and Submission of Proposal</u>

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the Attachment 4 entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size 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. <u>COVER PAGE</u> Include RFP title, RFP number, name of organization, author(s) of technical proposal, and indicate whether the proposal is an original or a copy. **Indicate Domain numbers(s) proposed and whether small or large business (i.e., Domain 1L, 2L, etc).**
- II. <u>TECHNICAL PROPOSAL</u> See Technical Proposal Instructions for recommended format, and page limits.
- III. <u>BUSINESS PROPOSAL</u> See Business Proposal Instructions for recommended format.

#### (3) <u>Separation of Technical and Business Proposals</u>

The proposal must be prepared in two parts: a "Technical Proposal" and a "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 reference cost, however, resource information, such as data concerning estimated numbers of labor-hours and categories, materials, subcontracts, travel, etc., should be contained in the technical proposal so that the offeror's understanding of the

**project may be evaluated**. However, the technical proposal should <u>not</u> include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible within the page limit constraints, including, but not limited to, the requirements of the technical proposal instructions.

#### (4) Evaluation of Proposals

The Government will evaluate technical proposals in accordance with the criteria set forth in SECTION M, Evaluation/Award Criteria of this RFP.

#### (5) Potential Award Without Discussions

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.

#### (6) Privacy Act

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

The Government is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(g)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. 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.

Failure to provide any or all of the requested information may result in a less than adequate review.

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 SAMHSA contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- -to the Smithsonian Science Information Exchange for dissemination of science information
- -to the cognizant audit agency and the General Accounting Office for auditing.
- -to the Department of Justice as required for litigation.
- -to respond to congressional inquiries.
- -to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

#### (7) <u>Selection of Offeror</u>

- a) The acceptability of the technical portion of your contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b) The business portion of your contract proposal will be subjected to a cost, cost realism and price analysis. Proposed costs which are found to be unrealistic may be adjusted, in order to allow better evaluation of the total price of the offer.
- c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d) If the Government intends to conduct discussions prior to awarding a contract-
  - (1) Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.
    - Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.
  - (2) The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.
    - While it is SAMHSA's policy to conduct discussions with all offerors in the competitive range, SAMHSA reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.
- e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.

f) The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet government's requirements.

#### (8) HUBZONE Small Business Concerns

Small Business offerors located in underutilized business zones, called "HubZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZONE firms are identified in the Small Business Administration website at http://www.sba.gov/hubzone.

#### (9) Salary Rate Limitation in Fiscal Year 2006

Pursuant to P.L. 109-149, no Fiscal Year 2006 (October 1, 2005 – September 30, 2006) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is \$183,000 per year for the period of January 1, 2006 through December 31, 2006. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 109-149 states in pertinent part:

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

Contractors shall absorb that portion of an employee's salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$183,500 a year.

## (10) Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>.

#### FEDERAL ACOUISITION REGULATION (48 CFR CHAPTER 1):

(11)	52.215-16	Facilities Capital Cost of Money (OCT 1997)
(12)	52.215-8	Order of Precedence-Uniform Contract Format (OCT 1997).
(13)	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation, (Over
		\$10,000,000)(FEB1999).

NOTE TO OFFERORS: The Government **INTENDS** to make award(s) under this solicitation without discussions. Offerors are advised to present their best terms with their initial proposal. However, in accordance with the Technical Proposal Instructions, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

#### (11) DOMAIN Competition

The chart below lists the Domains and stipulates if the Domain is available for large or small businesses. The intent is to have the Domains full and open competition and in those Domains if you are in a large business you compete only against the large organizations that submit proposals. In addition if you are in a small business you compete only against the small organizations that submit proposals. The small and large businesses will not directly compete against each other under the specific domain – unless the small business stipulates in the proposal that the **Domain** #L large business domain.

For each Domain that has Full and Open competition the difference in the Domain will be a letter after the Domain number. When the offeror submits their Notice of Intent they need to stipulate not only the Domain number but the corresponding letter. The large business will submit their proposal and will identify that they are proposing for Domains I-L, and II-L, etc likewise, the small business will submit their proposal and will identify that they are proposing for Domains I-S and II-S, etc. There could be some Domains that do not receive proposals under a small business area or large business area. The proposals that are received under the particular area will be reviewed and scored accordingly. Only Small Business will apply for Domain IX and Small Disadvantaged Business will apply for Domain X.

Domains	Domain	Large	Small
		Business	Business
I. PILOT AND EVALUATION PROJECTS	1-L	YES	
	1-S		YES
II. STATISTICAL PROJECTS	II-L	YES	
	II-S		YES
III. PROGRAM RELATED PROJECTS	III-L	YES	
	III-S		YES
IV. POLICY FORMATION AND ANALYSIS PROJECTS	IV-L	YES	
	IV-S		YES
V. COMMUNICATIONS, AWARENESS, EDUCATION PROJECTS	V-L	YES	
	V-S		YES
VI. ANALYTICAL PROJECTS	VI-L	YES	
	VI-S		YES
VII. TECHNICAL ASSISTANCE AND TRAINING PROJECTS	VII-L	YES	
	VII-S		YES
VIII. DATA STRATEGY PROJECTS	VIII-L	YES	
	VIII-S		YES
IX WEB AND EXTRANET SITE PROJECTS		NO	
	IX-S		YES
X. PLANNING AND IMPLEMENTATION SUPPORT AND REPORT PREPARATION		NO	
	X-S		YES – 8(a)

#### B. TECHNICAL PROPOSAL INSTRUCTIONS

#### FOR DOMAINS I, II, VI, VIII, IX

#### I. WRITTEN PORTION OF THE TECHNICAL PROPOSAL – FOR DOMAINS I, II, VI, VIII AND IX

The written portion of the technical proposal for Domains I, II, VI, VIII and IX shall address the offeror's Staff Management Plan (maximum 10 pages); Key Personnel Documentation (e.g., resumes, letters of commitment, staff loading charts or endorsements) (maximum 20 pages plus maximum of 45 pages for Appendix— for a total of 65 pages); Corporate Qualifications/Management Capability/Facilities/Equipment (maximum 10 pages); and the offeror's Oral Proposal Technical Approach Documentation (e.g., overhead copies) (consisting of a 5 page overview, 10 pages per domain, 1 page presenter summary). No other written documentation will be accepted. No changes to the written documentation will be accepted at the time of oral presentations.

The Written Portion of the Technical proposal should not exceed 145 pages (see chart at the end of the Technical Proposal Section) in length for an offeror proposing on all Domains (I, II, VI, VIII and IX). Any Appendices to the Technical proposal should not exceed 45 pages in length. Resumes shall be limited to two pages. These page limitations include all exhibits, graphs, charts, etc. inclusive of references, organizational charts, etc. Any material in excess of these restrictions will not be read or evaluated.

#### Recommended Written Technical Proposal Format

To assist in the expeditious and comprehensive evaluation of your proposal, the offeror should follow the guidelines and format below:

- (a) <u>Cover Page</u>: The name of the proposing organization, name of proposing subcontractors, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. **Indicate Domain numbers(s) proposed and whether small or large business (i.e., Domain 1L, 2L, etc).**
- (b) <u>Table of Contents</u>: Provide sufficient detail so that all important elements of the proposal can be located readily. The Table of Contents shall clearly provide the location in the proposal of each domain being offered.
- (c) <u>Introduction:</u> This should be a one or two page executive summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.
- (d) <u>Technical Discussions:</u> The offeror should prepare a response which addresses the Staff Management Plan, Key Personnel and the Corporate Qualifications/Management Capability/Facilities/Equipment evaluation criteria listed in Section M. The offeror shall further state that no deviations or exceptions to the SOW are taken. The technical discussion included in the technical proposal should also respond to the items set forth below:
  - (1) Staff Management Plan (This is limited to 10 pages)

The offeror shall describe the overall plan for organizing, staffing, and managing the domains proposed and tasks required by this contract. The plan shall indicate how organizational roles and responsibilities will be divided and how decisions will be made, work monitored, and quality and timeliness assured. The offeror shall also demonstrate how various contract related administrative processes will be conducted indicating the lines of authority and the positions (individuals) which will be responsible for coordinating with Government personnel. The processes to be described shall include as a minimum the following: subcontracting procedures and approval requests,

vouchering, processing of contract documents and other general administrative contract actions or changes.

The offeror shall explain how this management and staffing plan will enable the offeror to start projects quickly, conduct multiple projects concurrently, complete complex tasks within narrow time frames, and assure quality of products. Coordination with proposed subcontractors, including monitoring of performance, shall also be described.

The offeror shall provide an implementation plan detailing how the offeror will use personnel, facilities, and other resources in accomplishing the task. Appropriate flow-charts and documentation shall be provided in sufficient detail to clearly describe the types of personnel to be employed, the labor hours proposed for each, their responsibilities, and how these persons will be utilized and managed. The flow chart should demonstrate how new tasks will be processed, teams assembled, work items completed and monitored. **Flow charts and person loading charts are considered essential for clarity.** 

#### (2) <u>Key Personnel</u>

This is limited to 20 pages, plus the Appendix limit of 45 pages for a total of 65 pages.

- (a) Offerors should assure that the project director, and all other personnel proposed, shall not be committed on federal grants and contracts for more than a total of 100% of their time. If the situation arises where it is determined that a proposed employee is committed for more than 100% of his or her time, the government will require action on the part of the offeror to correct the time commitment. This is difficult to determine as this point since there are no specific task order at this time. The Government may at any time ask for verification of the percentage of time of the staff.
- (b) Resumes: Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications. All resumes shall be limited to TWO (2) pages each. Any pages after two (on each resume) will not be read or evaluated.
- (c) <u>Letters of Commitment:</u> For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:
  - -The specific items or expertise they will provide.
  - -Their availability to the project and the amount of time anticipated.
  - -Willingness to act as a consultant.
  - -How rights to publications and patents will be handled (if appropriate).
- (d) <u>Subcontractors:</u> If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:
  - -Willingness to perform as a subcontractor for specific duties (list duties).
  - -What priority the work will be given and how it will relate to other work.
  - -The amount of time and facilities available to this project.
  - -How rights to publications and patents are to be handled.

#### (3) Corporate Qualification, Management Capabilities, Facilities and Equipment

- a) The offeror shall demonstrate that adequate facilities, space and equipment (personal computers, laptop computers, modems, word processing, xerographic, facsimiles, etc.) are available for the accomplishment of project goals and objectives. In addition to computer hardware, the offeror should demonstrate that it has the necessary software capability for the accomplishment of project goals and objectives.
- b) Record and discuss specific factors not included elsewhere in your proposal which you feel are important and support your proposal such as unique arrangements, operating procedures, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) The offeror shall describe its corporate experience related to the domain(s) in which it is bidding and explain how the experience is relevant to fulfilling the requirement of this proposed contract.
- d) Offerors shall document in detail the methodologies to be used for the project indicating: Your level of experience with each; areas of anticipated difficulties and approaches to be used to minimize such difficulties; and any unusual expenditures or items you expect to acquire or purchase during contract performance. (Note: do not include any cost figures in this section.)

#### (4) Oral Proposal Technical Approach Documentation

The Offeror may use up to 5 visual aid pages to provide an <u>overview</u> of the offer. The Offeror shall use not more than 10 visual aid pages per Domain to support the oral presentation. The pages should highlight information in the presentation. The Offeror shall use the presentation to explain its understanding, approach, allocation of resources and work of a similar nature done by the Offeror. The visual aid pages submitted with the written portion of the technical proposal must be photocopies of the visual aid pages used during the presentation. No substitution of pages will be accepted. The offeror should provide a list of the Oral Proposal Team which should not exceed 1 page. This page may include annotation.

#### II. ORAL PORTION OF THE TECHNICAL PROPOSAL – FOR DOMAINS I, II, VI, VIII, IX

The oral portion of the technical proposal should address the staffing, management and technical approach to the request for proposal and the domains proposed (I, II, VI, VIII and/or IX). The proposal should clearly and fully demonstrate the offeror's knowledge and ability to perform the types of work described in the Statement of Work for the Domains proposed.

#### **Scheduling of Oral Proposals**

Intent to Propose forms (Section J, Attachment 9) are due on October 3, 2006. Failure to submit a intent to propose form will result in exclusion from an opportunity to give an oral presentation. The Government will determine the order of oral presentations by drawing lots after the receipt of the Intent to Propose Form. The Government will advise offerors of the date and time for presentation of their Oral Technical Proposal within 7 days after the RFP close date (Proposal Due date). The Government anticipates oral presentations to take place between the dates of November 27 – December 13, 2006. The presentations will be scheduled as tightly as possible, but the duration over time of the oral presentation process will be dependent upon the number of offers received. Requests from offerors to reschedule their presentations will not be entertained and there will be no

rescheduling of presentations unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process

#### Oral Proposal Process

The offeror will be allowed into the presentation room five minutes before their scheduled presentation time, in order to set up. The Government will announce when the offeror should begin. This announcement signals the start of the presentation. Total presentation time for all Domains proposed shall be no longer than 45 minutes. There will be a 10 minute break after the presentation to allow the Evaluation Panel to Caucus. After that break there will be a 15 minute Clarification ONLY Question and Answer period. No questions will be asked once the 15 minutes have elapsed. No part of the oral presentation will constitute discussions as defined in FAR 15.601 and 15.610 and the Government reserves the right to make award(s) without discussions. The Government will not inform an Offeror of their strengths, deficiencies, or weaknesses during the presentation. There will be a timekeeper present, and no portion of the Oral Presentations will be allowed to continue past the designated times.

#### Offeror's Oral Proposal Team

Only members of the offeror's or subcontractor's in-house staff shall participate in the presentation. The only other individuals who may participate in the presentation are those proposed to perform on the contract, but who are not currently employed by the offeror/subcontractor. Members of the subcontractor's staff should make the portion of the oral presentation relating to the work its firm will be performing. Offerors are encouraged to have the individuals proposed to fill key positions present their portions. No one who is not part of the presentation team should attend the Oral Proposals. The Oral Proposals will take place at Double Tree Hotel, 1750 Rockville Pike, Rockville, Maryland 20852. No method for viewing visual aids will be provided by the Government. Offerors are encouraged to supply and use any visual equipment that will aid them in their presentation. Note: The Offeror is responsible for providing a person to operate the equipment, if it will not be done by the presenter.

#### Oral Proposal Content

The oral technical proposal will be evaluated in terms of its responses to the evaluation factors. The evaluation factors and assigned weights, which will be used in the technical review of the proposal presented, are outlined in Section M. The Oral technical proposal shall not encompass price, cost or fee.

#### Approach:

Proposals which merely offer to conduct a program in accordance with the requirements of the Government Scope of Work will not be eligible for award. You must explain your proposed technical approach to be performed in achieving SAMHSA's objectives.

Describe in detail the methodologies you will use for the domains, indicating your level of experience with each, areas of anticipated difficulties and approaches to be utilized to minimize such difficulties.

#### **Personnel**

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

#### (a) <u>Project Director</u>

List the name of the Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Although there may be co-directors, identify the Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Project Director. State the estimated time available to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

#### (b) Other Professionals

Introduce other professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will be available to spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

#### (c) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required, including on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified.

## This next section of Technical Proposal is FOR DOMAINS III, IV, V, VII, X

## III. TECHNICAL PROPOSAL INSTRUCTIONS – FOR DOMAINS III, IV, V, VII, X

#### a. General

To permit a thorough and effective evaluation, the proposal should be precise and complete while as brief as possible. The narrative for each domain shall be no more than 15 pages in length. Any appendices to the overall proposal shall be no more than 45 pages. Inclusion of any important considerations not covered by this request is encouraged. The Technical Proposals shall be so detailed, specific and complete as to enable the Government to make a thorough evaluation of the proposal, and a sound determination that each proposal will have a reasonable likelihood of meeting the requirements of the Government as set forth in the Statement of Work. Statements to the effect that the offeror understands and will comply with the Statement of Work in whole or in part, phrases such as "standard procedures will be used" or "well-known techniques will be utilized" and generalities of textbook theories and techniques will not constitute compliance with the requirements concerning the content of the technical proposal. It is essential that the offeror present in the proposal, information in sufficient detail so as to permit the Government to make an evaluation of the technical proposal without further information being required from the offeror.

## b. <u>Recommended Technical Proposal Format</u>

To assist in the expeditious and comprehensive evaluation of your proposal, the Government desires that your response be prepared in accordance with the guidelines and format listed below: (See chart of page limitations at the end of this Technical Proposal section)

- (1) <u>Cover Page</u>: See Section L.1.A (c) (2) of this solicitation (page 57). The name of the proposing organization, list of subcontractors, author(s) of the technical proposal, RFP number and the title of the RFP. **Indicate Domain numbers(s) proposed and whether small or large business (i.e., Domain 1L, 2L, etc).**
- (2) <u>Table of Contents</u>: Provide sufficient detail so that all important elements of the proposal can be located readily. The Table of Contents should clearly provide the location in the proposal of each domain being offered.
- (3) <u>Introduction</u>: This should be a one or two page summary outlining the proposed work, your interest in submitting a proposal for the domains you have selected, and the importance of this effort in relation to your overall operation.
- (4) <u>Narrative:</u> In order to establish uniformity among proposal submissions, the format outlined and then detailed below shall be followed:
  - (a) Separate discussion of each domain for which the offeror wishes to be considered
  - (b) Personnel/Staff Qualifications and Staffing Management Plan for each domain for which the offeror wishes to be considered, and for the overall proposed IDIQ contract
  - (c) Use of Subcontractors
  - (d) Corporate Qualifications and Experience
  - (e) Corporate Equipment and Facilities

#### c. Discussion of Domains

The offeror shall present this section as a **separate section for each domain that is being proposed**. The narrative for each domain shall be no more than 15 pages. The technical discussion should cover the areas set forth in the Technical Evaluation/Award Criteria. The offeror must illustrate an understanding and grasp of the major policy, program and analytical issues that should be of significant interest to senior program officials in the Substance Abuse and Mental Health Services Administration over the course of the next 5 years, as well as an understanding of the objectives, organization, and operation of SAMHSA and its various Centers / Divisions / Offices.

For each domain proposed, the offeror shall construct a hypothetical assignment. The hypothetical assignment may be based on any of the subtopics that are listed under the domain in Section C. This discussion should be detailed enough to demonstrate the offeror's understanding of the domain. The hypothetical assignment should be a truly hypothetical assignment that demonstrates the offeror's capacity and understanding. It should not be a restatement of current or prior work by the offeror, or a restatement of a previous Government Request for Proposal.

The following items should relate to the hypothetical assignments.

- (i) <u>Objectives</u>: State the overall objectives and the specific accomplishments or key events you hope to achieve. Indicate the rationale for your plan, and relationships to comparable work in progress elsewhere. Review pertinent work already published, if any, which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.
- (ii) <u>Approach</u>: Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plans of work. Discuss phasing of research, if appropriate. Include experimental design and possible or probable outcomes of approaches proposed.

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(iii) <u>Materials and Methods</u>: Describe in detail the methodologies you will use for the project indicating: Your level of experience with each; areas of anticipated difficulties and approaches to be utilized to minimize such difficulties; and any unusual expenditures or items you expect to acquire or purchase during contract performance.

- (iv) Schedule: Provide a schedule for completion of the work and delivery of items specified in the hypothetical assignment. Performance or delivery schedules shall be indicated for phases or segments, as applicable. Schedules shall be shown in terms of calendar months or weeks from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer.
- (v) <u>Management Plan</u>: The offeror shall provide an implementation plan detailing how the offeror will use personnel, facilities, and other resources in accomplishing the task. Appropriate flow-charts and documentation shall be provided in sufficient detail to clearly describe the types of personnel to be employed, the labor hours proposed for each, their responsibilities, and how these persons will be utilized and managed. The flow chart should demonstrate how new tasks will be processed, teams assembled, work items completed and monitored. Flow charts and person loading charts are considered essential for clarity.

#### d. Personnel/Staff Qualifications and Staffing Management Plan

The offeror shall describe the overall plan for organizing, staffing, and managing the tasks required by this contract. The plan shall indicate how organizational roles and responsibilities will be divided and how decisions will be made, work monitored, and quality and timeliness assured. The offeror shall also demonstrate how various contract related administrative processes will be conducted indicating the lines of authority and the positions (individuals) which will be responsible for coordinating with Government personnel. The processes to be described shall include as a minimum the following: subcontracting procedures and approval requests, vouchering, processing of contract documents and other general administrative contract actions or changes. The offeror shall explain how this management and staffing plan will enable the offeror to start projects quickly, conduct multiple projects concurrently, complete complex tasks within narrow time frames, and assure quality of products. Coordination with proposed subcontractors, including monitoring of performance, shall also be described.

A separate management task order will not be awarded. Project management staff shall be proposed with each task order.

A signed agreement between the offeror and any personnel other than direct employees that includes dates of availability, and types of tasks to be performed shall be provided. (This applies to consultants as well as proposed subcontractors.)

A staffing plan should be submitted which presents staff structure by position as well as by named person within the following three general classes:

Project Manager/Director
Program Specialist/Analyst/Statistician/Evaluator/Other Technical Staff
Administrative Support Staff

The offeror's proposed Project Manager/Director shall possess strong leadership skills, as well as corporate level management experience. The Project Director is expected to devote a significant amount of time to the overall management of this contract, including coordination and cooperation with Government staff and policy officials, direction and oversight of all task orders awarded, and assuring the quality of work performed. The Project Director and all other key personnel shall be identified by name, position, and function and their interrelationships and responsibility with regard to the total

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program. Resumes should indicate education, background, recent experience, and specific technical accomplishments.

#### e. Use of Subcontractors

The offeror can propose the use of subcontractors within the domain(s) for which it has submitted bids. Businesses that make offers only under Domains IX & X can also be considered as subcontractors to offerors bidding in any of the other domains. If an offeror is not awarded a prime IDIQ contract, that offeror can be recommended for inclusion as a subcontractor to an IDIQ contract awardee with prior written approval of the Contracting Officer.

The process by which this can be accomplished is as follows: in the response to each specific task order, the Contractor shall use only those subcontractors approved as part of the original IDIQ submission for that domain. At any time during the course of the master IDIQ contract, a Contractor may submit a formal request to add a subcontractor or to delete an already approved subcontractor. This request shall include the rationale for the action being requested. Where a subcontractor is being added, the Contractor shall also include a delineation of the specific qualifications of that subcontractor in the specific domain. Such requests may be submitted as part of a response to a particular task order or as an independent submission.

In no instance shall two or more IDIQ contract awardees form a "team" or "joint venture" to bid upon any task order, whether or not the awardees are approved for the same or different domains.

#### f. Corporate Qualifications and Experience

The tasks to be performed under this contract will require high quality work which will need to be performed within short periods of time. It is essential that the offeror demonstrate the technical ability and subject matter expertise to design and conduct policy, program, and statistical analyses and technical assistance, as well as the capability to organize and manage resources and personnel effectively. The offeror shall provide a discussion of directly relevant technical and substantive experience, including an annotated list of pertinent papers, projects and reports as follows:

- (i) The offeror shall describe its corporate experience related to the domain(s) in which it is bidding and explain how the experience is relevant to fulfilling the requirement of this proposed contract. Where previous work for other sponsors is cited, the offeror shall identify the sponsor (including the names of the Project and Contracting Officers, and their addresses and telephone numbers) so that they may be contacted to assess the quality of the offeror's performance.
- (ii) The offeror shall demonstrate the ability to staff and start up an individual task order within as little as two weeks after issuance. Specifically, the offeror shall document that sufficient onboard staff capacity and subject matter knowledge exists in order to minimize time and dollars spent for start up and new learning. Of particular interest is experience in responding to similar requests from other sponsors.
- (iii) The offeror shall document experience in conducting briefings to high level policy makers. The type of briefings and the level of clientele shall be described.
- (iv) The offeror shall provide an estimated schedule for completion of the work and delivery of items specified in the statement of work under both a short term (3 month) and longer term (2 year) project scenario. Performance of delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall project. Schedules shall be shown in terms of calendar months or weeks from the date of authorization to proceed or, where applicable, from

the date of a stated event, as for example, receipt of a required approval by the Contracting Officer.

(v) Offerors shall document in detail the methodologies to be used for the project indicating: Your level of experience with each; areas of anticipated difficulties and approaches to be used to minimize such difficulties; and any unusual expenditures or items you expect to acquire or purchase during contract performance. (Note: do not include any cost figures in this section.)

#### g. <u>Corporate Equipment and Facilities</u>

Offerors shall describe facilities and equipment to show that resources are available and adequate.

h Other Considerations: Offerors should record and discuss specific factors not included elsewhere in your proposal which you feel are important and support your overall technical approach.

The offeror shall further state that no deviations or exceptions to the Statement of Work are taken.

Page Limitations				
DOMAINS I, II, VI, VIII, IX		DOMAINS III, IV, V, VII, X		
2 pages	Table of Contents		2 pages	
2 pages	Introduction		2 pages	
10 pages	Staff Mgmt Plan		10 pages	
20 pages	Key Personnel		20 pages	
10 pages	Corporate Qualifications/Management		10 pages	
	Capabilities/	Facilities/Equip		
10 pgs/ per domain	Technica	l Approach	15 pgs/ per domain	
5 pages	Overview			
1 pages	Preser	nter page		
45 pages	Appe	endices	45 pages	
145 maximum	Total Pages if	all 5 Domains are	164 maximum	
pages	pro	posed	pages	
Other Limitations				
Font size – no smaller than 10 point – Times New Roman				
Margins – 1 " on the left and right side				

## C. BUSINESS PROPOSAL INSTRUCTIONS

# 1. General

The offeror shall submit as part of your proposal a <u>separate</u> enclosure titled "Business Management and Cost/Price Proposal." One business proposal with original signature plus the number of copies requested in the RFP cover letter shall be submitted. The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts. The business 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. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, ODC's, indirect costs and rate, and fee.

A cost and price proposal shall be provided for each of the hypothetical assignments the offeror submit. The proposal should detail labor hours and rates, indirect costs, other direct costs and fee (including base and award) for the hypothetical assignment.

#### (A) COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy. **Indicate Domain numbers(s) proposed and whether small or large business (i.e., Domain 1L, 2L, etc).** 

## (B) <u>Detailed Breakdown of Estimated Costs</u>

The offeror should furnish a detailed breakdown for each Labor Category. As appropriate, the basis of estimate should be provided for the following cost elements, and an agreement to bid actual task orders with the following cost element information should be indicated.

#### (i) <u>Direct Labor</u>

A labor rate for all the labor categories listed in Section B.4 Labor Categories should be provided in a spreadsheet format (Lotus or Excel preferred). The estimated cost for all Key Personnel who will be assigned for direct work on this project should be included along with payroll documentation. **Give the name, title, hours, percent of effort, 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.

NOTE: In the initial IDIQ proposal submission, Offerors shall propose labor categories and their average labor hour costs specific to the domains in which the offeror is submitting proposals. The offerors shall also submit labor categories and rates anticipated to be used in the Domain but not included in the hypothetical assignment. Any labor categories not fixed at the time of the contract award may only be added through approval of the Contracting Officer.

## (ii) Supplies and Equipment

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

# (iii) Travel

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

#### (iv) 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.

#### (v) Subcontract

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing (REQUIRED WITH THIS BUSINESS PROPOSAL as well as under Task Order):

- a) Willingness to perform as a subcontractor for specific duties (list duties)
- b) What priority the work will be given and how it will relate to other work.
- c) The amount of time and facilities available to this project.
- d) Information on their cognizant field audit offices.
- e) How rights to publications and patents are to be handled.
- f) A complete cost proposal in the same format as the offeror's cost proposal.
- g) For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the result of review and evaluation of subcontract proposals when required by FAR 15.806.

#### (vi) Other Direct Costs

Any proposed other direct costs should be supported with breakdown outlining the separate costs proposed and details supporting the formulation of the costs proposed. The basis of estimate for these costs should be provided.

## (vii) <u>Indirect Costs</u> – ( For Prime and Subcontractors, as applicable)

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, a copy of the agreement must be provided for the Prime and Subcontractors proposed. If no rate agreement exists, please indicate the cognizant contracting officer, name, address and phone number.

#### (viii) IT Costs

For each RFTOP you will be required to complete the **Elements of IT Cost by Year Form** which is included as Attachment 14 to the solicitation. Costs referenced on this form have to be reconciled with IT costs/effort in your proposal in order that this office can readily identify one with the other.

#### 2. Representations and Certifications:

Section K, "Representations and Certifications" can be accessed through the Online Representations and Certification Applications (ORCA) on the Internet at the following address: <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>. Contractor and subcontractors must acknowledge completion of electronic Representations and Certifications as part of their **Original Business Proposal only.** 

## 3 Past Performance Information

Offerors shall submit the following information as part of their BUSINESS proposal. Past 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. Experience and past performance are factors which are relevant to the ability of the offeror to perform and are considered in the source selection process. Offerors shall submit the following information as part of the Business Proposal for both the offeror and proposed major subcontractors:

a. A list of the last 5 contracts and subcontracts completed during the past THREE years and ALL CONTRACTS currently in process that are similar in nature to the solicitation work scope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

- 1. Name of Contracting Organization
- 2 Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
- 3. Contract Type
- 4. Total Contract Value
- 5. Description of Requirement
- 6. Contracting Officer's Name and Telephone Number
- 7. Program Manager's Name and Telephone Number
- 8. NAICS Code
- b. Subcontracts The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as a subcontract in excess of \$500,000. Past performance of any major subcontract shall be weighted by the dollars share of that subcontractor to the entire contract value. The total points for past performance will be apportioned among prime and subcontractors as determined by the dollar share of the organization to the dollars amount of the entire proposal amount, and will be scored based on past performance information.

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

c. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative ranking will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance 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 past performance.

No later than the date proposals are due under this solicitation, send a copy of the "Contractor Evaluation Form" (Attachment 13 to this solicitation) to each reference identified above. Ask each reference to complete the form and return it to the Contracting Office as prescribed on the form. Completed forms from references are due ten calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to

give you a copy of the completed form or any information therefrom. If additional information is determined necessary, the contracting officer will contact the reference if necessary.

# 4. <u>Small Business Subcontracting Plan</u>

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, Attachment 15 to this RFP is an example of such a plan.

#### a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.

b) 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.

#### c) The offeror understands that:

- (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
- (2) 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.
- (3) 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 an 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.
- (4) 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.
- (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns, 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.
- (6) 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.

- d) Each plan must contain the following:
  - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, small disadvantaged, women-owned, and HubZone small business concerns as subcontractors.
  - (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, and HUBZONE Small Businesses.
  - (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to small, small disadvantaged, women-owned, and/or HUBZONE small business concerns.
  - (4) A description of the method used to develop the subcontracting goals.
  - (5) A description of the method used to identify potential sources for solicitation purposes.
  - (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with small, small disadvantaged, women-owned, and HUBZONE small business concerns.
  - (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
  - (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, and HUBZONE small business concerns have an equitable chance to compete for subcontracts.
  - (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
  - (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) electronically to the Government. The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <a href="http://www.esrs.gov">http://www.esrs.gov</a>) following the instructions in eSRS as supplemented by agency regulations;
  - (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate small, small disadvantaged, womenowned, and HUBZONE small business concerns and award subcontracts to them.

For additional information about each of the above elements required to be contained the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan, and the Sample Subcontracting Plan which is provided as an attachment #15 to this RFP in SECTION J.

# 5 Extent of Small Disadvantaged Business Participation

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). The factor titled "Small Disadvantaged Business Participation Factor" in Section M shall be used for this purpose. SDBs will not be evaluated under this factor unless the SDB concern waives the Price Evaluation Adjustment (PEA) at Subpart 19.11. If the SDB so waives the PEA, it shall be evaluated under this factor, and participation in performance of the contract shall include the work expected to be performed by SDB concerns at the prime contract level. Small Businesses, other than SDBs, will also be evaluated under this factor. Any targets will be incorporated into and become part of any resulting contract.

(1) Offerors shall submit information on SDB participation in one clearly marked section of their business proposal. NOTE: **This is a separate requirement from that for a Subcontracting Plan under P.L.95-507**.

This information shall include a plan on the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract. This can include joint ventures, teaming arrangements, subcontracts and participation in performance of the contract expected to be performed by SDB concerns at the prime contract level. Offerors must include in their plan the information that addresses the sub-factors in the factor entitled "Small Disadvantaged Business Participation Factor" in Section M.

- (2) SDB Participation information will be used as an evaluation factor against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will use Past Performance references to obtain information that demonstrates the offeror's 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.
- 6. <u>Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan</u>

Prior to the award of any task order that is expected to exceed \$500,000, and that has subcontracting possibilities, a subcontracting plan, as required by FAR Subpart 19.7, must be submitted by the apparently successful task order awardee, unless that offeror is a small business concern.

# 7. <u>Personnel</u>

A signed agreement between the offeror and any personnel other than direct employees that includes dates of availability, salary, and types of tasks to be performed. (This also applies to consultants and subcontractors).

# 8. <u>Terms and Conditions</u>

Your proposal must stipulate that it is predicated upon all the terms and conditions of the RFP and it is firm for a period of at least 120 days from the date of receipt by the Government.

## 9 <u>Property</u>:

(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 is proposed

to be acquired, the offeror shall include the description, estimated cost of each item, and whether you propose to furnish the item with your own funds.

(b) The offeror should identify Government-owned property already in its possession that is proposed to be used in the performance of the prospective contract.

## 10 Royalties:

The offeror should furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.

## 11. <u>Financial Capacity</u>:

The offeror shall indicate if it has 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.)

#### 12 Incremental Funding:

An incrementally-funded contract is one in which a total work effort is to be performed over a multiple year period and funds are allotted as they become available to cover increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. **The offeror shall submit a cost proposal for each year.** In addition, the following provision is applicable:

# HHSAR 352.232-75 Incremental Funding (JAN 2001)

- (a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor by obligated to perform in excess of the amount allotted.
- (b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

#### 13. Commitments

You shall list other commitments of key personnel who are proposed to be available for the CSAT IDIQ and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.

# 14. <u>Performance Capability</u>

The offeror shall provide acceptable evidence of his/her "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in the offeror's 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, the offeror shall indicate his/her ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.

## 15. <u>Proposals from Subcontractors or Other Collaborative Partners</u>

The organization identified as the Offeror in a proposal is the Prime Offeror that is responsible for all aspects of the proposal submitted and any contract awarded as a result of that proposal. This is true regardless of any contractual arrangement between the Prime Offeror and any proposed subcontractor, or any proposed partner in a Joint Venture or other collaborative arrangement between two or more organizations. Consequently, the Prime Offeror must include in its proposal, all technical and business information pertaining to any subcontract or collaborative arrangement. Separate submission of proposals by subcontractors or collaborative partners is not permitted, and proposals submitted in that manner will not be accepted or further considered by the Government.

## 16. <u>Incorporation of Items Otherwise Requiring Contracting Officer Authorization:</u>

In order to alleviate excess contract administration, the following items may be negotiated and incorporated into a resultant contract as advance understandings, <u>if proper supporting documentation is included in the offeror's business proposal</u>.

- (a) Subcontract agreements
- (b) Proposed equipment purchases/lease
- (c) Consultants
- (d) Purchase/lease of real property
- (e) Foreign travel
- (f) Travel to general scientific meetings.

This incorporation would apply to only those requirements which are known and can be finalized prior to award of the contract. Additional requirements that fall under the categories specified above, which are not included in the original negotiations or are not finalized prior to award, will require specific Contracting Officer Authorization.

## 17. Addition of Contractors and Domains over the Life of the IDIQ

This IDIQ, with all of its option years, has a potential maximum life of five years. As a consequence, it may be necessary and desirable to add additional domains and Contractors, as well as to permit current Contractors to bid on new domains or current domains that the Government elects to reopen for competition. To accomplish these objectives, the Government would issue a request for contract modification. This request for modification would be subject to full and open competition.

#### 18. <u>SECTION 508 COMPLIANCE</u>:

Section 508 of the Rehabilitation Act requires agencies and their contractors to utilize Electronic and Information Technology (EIT) that is accessible to people with disabilities.

On June 25, 2001, accessibility requirements for Federal Electronic and Information Technology took effect under Section 508 of the Rehabilitation Act. This law requires that such technology be accessible according to standards developed by the Access Board, which are now part of the Federal government's procurement regulations (Ref. to the Section 508 Federal Acquisition Regulations (FAR) Final Rule published on April, 2001 in the Federal Register).

These standards, as issued by the Board, cover a variety of products, including computer hardware and software, web sites, phone systems, fax machines, copiers, and similar technologies. Provisions in the standards spell out what makes these products accessible to people with disabilities, including those with vision, hearing, and mobility impairments. The Board included both technical criteria specific to various types of technologies and performance-based requirements, which focus on a product's functional capabilities.

The law relies strongly on the procurement process to ensure compliance with the new standards. Compliance with the standards is required, except where it would pose an "undue burden" (as defined in the standards) or where no complying product is commercially available.

Offerors must propose goods and/or services that meet the applicable provisions of the Access Board's standards as identified by the agency. Alternatively, offerors may propose goods or services that provide equivalent facilitation. Such offers will be considered to have met the provisions of the Access Board's standards for the feature or component providing equivalent facilitation.

# 19. NAICS Codes by Domain

Domains	NAICS Code
I. PILOT AND EVALUATION PROJECTS	541690
II. STATISTICAL PROJECTS	541519
III. PROGRAM RELATED PROJECTS	541990
IV. POLICY FORMATION AND ANALYSIS	541990
PROJECTS	
V. COMMUNICATIONS, AWARENESS,	541990
EDUCATION PROJECTS	
VI. ANALYTICAL PROJECTS	541519
VII. TECHNICAL ASSISTANCE AND TRAINING	541990
PROJECTS	
VIII. DATA STRATEGY PROJECTS	541513
IX WEB AND EXTRANET SITE PROJECTS	541512
X. PLANNING AND IMPLEMENTATION SUPPORT	541614
AND REPORT PREPARATION	

#### SECTION M - EVALUATION FACTORS FOR AWARD

#### 1. GENERAL

A. Selection of an offeror(s) for contract award will be based on an evaluation of proposals against two factors. The factors are as follows: technical (which includes, Section 508 Compliance, Small Disadvantaged Business (SDB) participation and past performance, if applicable), and cost. Although technical factors are of paramount consideration in the award of the contract, cost/price, 508, SDB participation and past performance are also important to the overall contract award decision. In any case, the Government reserves the right to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

- B. 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 past performance evaluation will be conducted by SAMHSA staff using information gathered from: the references listed in the proposal, other customers known to the Government, consumer protection organizations, and any others who may have useful and relevant information. Information may also be considered regarding any significant subcontractors, and key personnel records.
- C. If an offeror, or the proposed employees for the offeror, do not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on this factor.
- D. All proposals will be reviewed in accordance with the governing regulations and SAMHSA policies and procedures. The evaluation factors in Section M.2. are those that will be applied in the evaluation of each technical proposal including the assigned weight given to each factor.
- E. Offerors will need to be culturally competent to perform all of the task orders that will be issued in contracts resulting from this RFP. The Guidelines for Assessing Cultural Competence is provided as Attachment 1.
- F The Contracting Officer/Specialist will, in concert with program staff, decide which proposals are in the competitive range. The Government reserves the right to include only those offers who have a good chance of award.

# 2 EVALUATION CRITERIA

Proposals will be evaluated on the likelihood of meeting the Government's objectives. The evaluation will be based on the technical and administrative capabilities in relation to the needs of the project/or task and the reasonableness of costs shown in relation to the work to be performed. The following criteria are those that will be applied in the evaluation of the technical proposal. The assigned weight of each factor is shown below.

OFFERORS PLEASE NOTE: The following criteria will be used to evaluate each technical proposal according to the assigned weight of each factor. Criteria #1 through #4., for a total of 100 points, will be

evaluated by an <u>ad hoc</u> technical review committee, who will also recommend technical acceptability or unacceptability of the proposal. Criteria 5. Section 508 Compliance and Criteria 6. Small Disadvantaged Business Participation Plan, for an additional 25 points; and Criteria 7. Past Performance, will be evaluated by SAMHSA staff.

Criteria 5. Section 508 Compliance, Criteria 6. Small Disadvantaged Business Participation Plan, and Criteria 7. Past Performance will be evaluated on those technically acceptable proposals which have been determined to be included in the competitive range.

Offerors will be evaluated for technical acceptability in each policy domain that is proposed. Each proposed domain will be evaluated separately by criterion #4 with a maximum of 40 points. The points awarded to criterion #4 will be added to the points awarded to the other three criteria. Each proposed domain has a possible maximum score of 100 points. To be considered "Technically Acceptable," an offeror must be determined to be technically acceptable by the technical review committee in at least one of the policy domains listed in Section C. Upon completion of the evaluation by the technical review committee, a competitive range will be determined. Offerors in the competitive range will then be evaluated on Criteria #5, # 6 and #7, 508 Compliance, Small Disadvantaged Business Participation and Past Performance for additional points.

Evaluation Criteria Weight

# 1. Staff Management Plan

15 points

The offeror shall provide a staff loading chart delineating task time and responsibility; identify personnel and their qualifications for significant functions; and provide concise descriptions of the duties each shall perform under the contract. The staff management plan will be evaluated on how effectively organizational roles and responsibilities will be divided, how decisions will be made, work monitored, and quality and timeliness assured.

The offeror's staffing plan is detailed, clearly presented, and appropriate to meet the performance requirements of the domains proposed. Flow charts, graphs, tables, lists, and other documentation and exhibits are used to clearly elaborate and display the proposed structures, the labor categories and names of personnel to be employed, their responsibilities, and how they will be utilized and managed.

Provide evidence that the management plan, staffing pattern, project organization, and resources are appropriate and adequate for carrying out all aspects of the proposed project and are sensitive to issues of language, age, gender, sexual orientation, race, ethnicity, and culture.

2. <u>Key Personnel</u> 25 points

Proposals shall be evaluated for personnel and staff qualifications, with a focus on obtaining staff with diverse experience related to programs similar to SAMHSA's, specifically demonstrating experience relating to the domains outlined in the Statement of Work for which the offeror wishes to be considered. Proposed personnel should possess the range of skills, including cultural competency, that are required for the tasks proposed by this procurement.

Offerors shall be evaluated on project direction and leadership, including an evaluation of the proposed Project Director's degree of corporate management experience and leadership skills.

The project manager has a proven record of managing large, complex projects of equivalent scope and meeting deadlines and performance objectives.

Resumes for proposed professional staff and consultants, including past and/or current experience, education, or training, along with statements of availability and letters of commitment from consultants and subcontractors shall be submitted (Resumes should be limited to no more than two pages per employee.)

The relative mix of skills is reasonable and consistent with the domains. The personnel classifications (professional, technical and other staff) are appropriate. All key personnel assignments and their available hours are provided. The Offeror adequately demonstrates project staff's experience and proficiency in working with SAMHSA's programs and the requirements described in the Statement of Work.

High level of staff and consultant expertise and knowledge required to meet each of the contract objectives and tasks is demonstrated. Subcontractor relationships, if any, shall be clearly delineated.

Proposed staff demonstrates proficiency in working with a wide range of computer technologies, including computer simulation technologies, development, planning, and maintenance of database systems, and use of other emerging computer technologies and innovations.

In addition, there should be evidence that analysts are available with experience in the assembly, analysis, interpretation, and dissemination through document preparation, of quantitative and qualitative information, and with familiarity with the areas associated to the Domains for which the offeror wishes to be considered.

Proposed staff reflects a depth of experience and expertise in designing, modifying and delivering formal and informal technical assistance, including the use of various forms of computer-based and communication technologies, training curricula, and presentation materials.

# 3. Corporate Qualifications/Management Capability/Facilities/Equipment

Proposed management/organization plan shall be evaluated on:

- Clear lines of authority and responsibility, and effective plan for overall management of all contract objectives and tasks.
- b) The offeror shall demonstrate its previous corporate experience and capability in managing projects of similar size, scope, and content, specifically demonstrating the ability to organize, staff, and manage a contract of this nature; one that is quick start-up, short duration, includes multiple delivery orders, and timely production of high quality deliverables.
- c) The offeror shall demonstrate its previous corporate experience with technical work, including cultural competence, that is related to domains outlined in the Statement of Work.
- d) Quality control procedures to assure that project deliverables and services are maximally useful to SAMHSA staff and participants in SAMHSA's programs.
- e) Demonstrated corporate experience in managing projects of similar size, scope, and content. The offeror provides evidence of the capacity and capability to commence work immediately and complete on time all task orders that are initiated.
- f) Clear articulation of any subcontractor relationships.
- g) Adequate description of facilities, space and equipment to be used for performance of tasks. Offeror should provide evidence of ownership or access to adequate facilities, office equipment, computer hardware (mainframe/servers, PCs, printers, etc.), computer software, and any other equipment necessary to perform the work specified in each domain (such as A/V).

#### 4. Technical Approach – Discussion of Domain Areas

40 points

20 points

The offeror's proposal shall be evaluated on information provided to indicate its understanding of the need for and purpose of this contract, including the organization and operation of the Substance Abuse and Mental Health Services Administration and its Centers/ Offices and programs. The offeror's proposal shall illustrate an understanding and grasp of major policy/program issues, relevant to each domain which the offeror wishes to be considered for, that is and will be facing SAMHSA and its Centers/Offices and components now and over the

next five years. Cultural competency will be considered in evaluating proposals submitted in response to this RFP.

The Offeror if proposing Domains 1, 2, 3, 4, 5, 6 and 7 should demonstrate their understanding of consumers and family members of people with mental illnesses and substance abuse disorders as sources of experience and expertise critical to the success of SAMHSA activities. The proposal should demonstrate and document a clear commitment to involving consumers and family members in all aspects of contract activities, including planning, implementation, and follow-up phases. The Offeror should demonstrate experience with and a proven capability for identifying, recruiting, hiring, convening, and adequately compensating consumers and family members.

The Offeror shall demonstrate their understanding or ability in working with a wide range of computer technologies, including computer simulation technologies, development, planning, and maintenance of database systems, and use of other emerging computer technologies and innovations since this in incorporated in all Domains.

The Offeror must demonstrate sound, practical, and flexible approach for accomplishing the requirements of the Statement of Work as demonstrated by:

- 1. An adequate discussion of proposed comprehensive approaches for each domain including, an in-depth analysis of potential issues and concerns.
- 2. The clarity of proposed comprehensive approaches to task planning, accomplishing milestones and deliverables, and their impact on overall success of a task order.
- 3. Discussion on the process proposed to accomplish each task which is philosophically consistent with the needs of SAMHSA in the underlining areas in the Domains for consideration (promoting treatment and prevention systems, science-based treatment, application of advanced technology to treatment, mental health service systems, behavioral health issues, etc)
- 4. Discussion of anticipated major difficulties and problem areas, and potential strategies to meet these challenges.
- 5. Flexible, practical, customer-oriented approaches which maximize the contractor's ability to meet emerging needs.
- 6. Discussion of strategies to maximize resources on related tasks.
- 7. Discussion of the plan to ensure that all products are culturally sensitive and address the needs of minority/ethnic audiences including alternative language products.

Subtotal Technical Points: 100 points

[Only Offerors determined to be in the Competitive Range will be rated by SAMHSA personnel on Section 508 Compliance, Small Disadvantage Business Participation Plan and Past Performance in accordance with the following criteria.]

# 5 <u>Section 508 Compliance</u>

10 points

The proposal will be evaluated based upon the offeror's demonstrated commitment to complying with the provisions of Section 508 of the Rehabilitation Act, which requires agencies and their contractors to buy Electronic and Information Technology (EIT) that is accessible to people with disabilities.

At a minimum, the offeror's proposal must:

- (1) identify the offeror's point of contact responsible for implementing and monitoring the firm's compliance with Section 508 of the Rehabilitation Act;
- (2) describe any Section 508-related training the offeror's point of contact has completed and/or intends to complete in the next year; and
- include a detailed Section 508 Implementation Plan describing the specific steps the offeror intends to take over the next year to implement and maintain compliance with the provisions of Section 508.

#### 6. <u>Small Disadvantaged Business Participation Plan</u>

15 points

A Small Disadvantaged Business (SDB) is entitled to EITHER the evaluation adjustment allowed by FAR Subpart 19.11 OR credit under the evaluation factor prescribed by FAR 15.304(c)(4) and as explained below. The SDB must waive the price evaluation adjustment in order to get credit under the evaluation factor. This should be done in the Business Proposal cover letter. Further, in order to qualify for either, the SDB must be an SDB under the NAICS code associated to the Domains proposed. For a large business to get credit for using an SDB, the SDB must be an SDB for the tasks that the SDB is being proposed to accomplish. In order for a small disadvantaged business submitting a proposal as a prime to get these points, it must also offer a small disadvantaged business subcontracting plan.

#### Small Disadvantaged Business Participation Factor

The Small Disadvantaged Business Participation Plan will be evaluated on those technically acceptable proposals which have been determined to be included in the competitive range.

The evaluation will be based on information obtained from the plan provided by the offeror, sources of past performance information (both those provided by the offeror and others identified by the Government), the realism of the proposal, other relevant information obtained from Small Disadvantaged Business (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 consideration of all relevant facts and circumstances. 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.

Offers will be evaluated on the following sub-factors that will be worth the indicated number of points:

a. Commitment to use SDB Concerns -- (5 points)

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. Specific SDB concerns must be identified with points of contact and phone numbers. Enforceable commitments will be weighted more heavily than non-enforceable ones. Targets expressed as dollars and percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified.

**Note:** Targets as expressed in dollars and percentages of total contract value will be judged based on findings of technical merit by the Peer Review Committee, and on findings by the Contracting Officer that proposed costs are fair, reasonable, and realistic. Additional points will not be given simply for higher dollars or percentages of work going to SDBs.

b. <u>Complexity of Work</u> – (4 points)

The complexity and variety of the work SDB concerns are to perform. Greater weight will be given for arrangements where the SDB shall be performing a greater variety of work, and work of greater complexity.

c. <u>Cost Realism of SDB Concerns</u> – (3 points)

Fairness, reasonableness, and realism of costs proposed by SDBs for the work they will perform.

d. Past Performance in using SDB Concerns— (3 points)

Past performance of the Offeror in complying with subcontracting plans for SDB concerns. An offeror with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable.

Total Possible Points 125 Points

# PAST PERFORMANCE WILL BE RATED ONLY AFTER A DETERMINATION OF TECHNICAL ACCEPTABILITY OF THE OFFEROR'S PROPOSAL, BASED ON THE ABOVE TECHNICAL CRITERIA

#### 7. **Past Performance**

Past Performance will be evaluated on all offerors in the competitive range. In evaluating past performance, the Government will consider the offeror's effectiveness in quality or product or services; timeliness or performance; cost control, business practices; customer (end user) satisfaction; and key personnel past performance.

The criteria for a rating of excellent are described with each sub factor. Past performance will be evaluated as follows:

- (a) Quality of product or service compliance with contract requirements; accuracy of reports and publications; technical excellence. Excellent = there are no quality problems.
- (b) Timeliness of performance met interim milestones; reliable; responsive to government project officer; responsive to technical direction; completed on time / including wrap-up and contract administration; no liquidated damages assessed. Excellent = there were no unexpected delays.

- (c) Cost control stayed within budget; current, accurate and complete billings; relationship of negotiated costs to actual costs; cost efficiencies. Excellent = there were no cost issues.
- (d) Business relations effective management; reasonable/cooperative behavior; effective small/small disadvantaged business subcontracting program; flexible/responsive; effective contractor recommended solutions; business like concern for government's interests. Excellent = response to inquiries, technical/service/administrative issues was effective and responsive.
- (e) Customer satisfaction satisfaction of end users with the contractor's service. Excellent = 80 percent or more of end users rated the service as excellent or better.

#### 8. COST/PRICE

Technical factors are weighted more heavily than price. Cost/Price will be evaluated by calculating the cost and price proposals submitted for each hypothetical assignment. The calculated amount is for evaluation purposes only and does not represent an award amount.

# 9. **SELECTION OF OFFERORS**

- a. The acceptability or unacceptability of the technical portion of each contract proposal will be based upon an evaluation by a technical review committee. The Technical Evaluation 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 Contracting Officer/Specialist will, in concert with program staff, decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range.

# 10. BASIS OF AWARD

- a. Award will be made to responsible offerors whose proposals are determined to be the most advantageous to the Government cost and all of the above factors considered. Paramount consideration shall be given to technical quality and past performance rather than cost/price. It is pointed out, however, that should technical quality and past performance between offerors be considered approximately the same, then cost/price may become the determining factor in award selection.
- b. Proposals are intended to be evaluated and awards made after oral or written discussion with offerors, but may be evaluated and awarded without discussions. All aspects of the proposals are subject to discussions, including technical approach, cost and contractual terms and conditions.
  - However, the Government reserves the right to make an award without any discussions of proposals. Therefore, it is important that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints.
- c.. Proposals which merely offer to conduct a study in accordance with the requirements of the Government's scope of work will be considered non-responsive to this requirement and will not be considered further. The offeror must submit an explanation of the description of the tasks to be performed to achieve the project objectives.

# 11. Evaluation of Options (JUL 1990) (FAR 52.217-5)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options.