



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center

Division of Acquisition Management, SAS  
Room 5-101, Parklawn Building  
5600 Fishers Lane  
Rockville, MD 20857

July 22, 2008

Subject: Request for Proposals (RFP) Number 08T080127S

TO: All potential offerors

You are invited to submit a proposal in accordance with the requirements of the subject RFP. Your attention is directed to Section L for specific instructions and evaluation criteria.

**You must be registered in the Central Contractor Registry (CCR) database and the Online Representations and Certifications Application (ORCA) website. See Section K for additional information.**

Please submit questions as early as possible and in writing no later than July 29, 2008. Questions must reference the RFP number and be sent to my attention at the above address, or via electronic mail or facsimile as noted in the solicitation.

All proposals (original plus all copies stated in Section L) shall be sent to the above address no later than August 21, 2008 by 4 p.m. Eastern Time (reference block 9 of the Standard Form 33) and shall reference the RFP number.

**NOTE: BECAUSE OF THE INCREASED SECURITY AT FEDERAL BUILDINGS, PLEASE ALLOW EXTRA TIME FOR YOUR PROPOSAL TO BE DELIVERED TO THE CONTRACTING OFFICE AS ADDRESSED ABOVE. FAILURE TO USE THE SPECIFIED ADDRESS COULD RESULT IN YOUR PROPOSAL BEING DELIVERED LATE. DUE TO SECURITY CONCERNS, HAND CARRIED PROPOSALS WILL **NOT** BE ACCEPTED, UNLESS THE PERSON HAND CARRYING THE PROPOSAL HAS A VALID FEDERAL GOVERNMENT ID BADGE WHICH ALLOWS THEM ACCESS TO THE PARKLAWN BUILDING. THIS PROHIBITION INCLUDES COURIER SERVICES. PLEASE NOTE, WHEN USING COURIER SERVICES IT IS RECOMMENDED THAT YOU INITIATE YOUR MAILING REQUEST TWO (2) BUSINESS DAYS PRIOR TO THE SPECIFIED DUE DATE OF PROPOSALS TO ENSURE THAT IT ARRIVES IN A TIMELY MANNER. PACKAGES MAILED BY "24 HOURS NEXT DAY EXPRESS SERVICE" DO NOT ALWAYS ARRIVE AT THE EXACT LOCATION BY THE TIME REQUIRED. If you have any questions regarding the security procedures for the Parklawn Building, you may contact the Guards Office on (301) 443-4144. If questions still remain, please contact me on (301) 443-6412.**

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

If you have any questions, please call me on (301) 443-0403.

Clint Druk

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   52
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 08T080127S	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/22/2008	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY DHHS/PSC/SAS/DAM PARKLAWN BUILDING, ROOM 5-101 5600 FISHERS LANE ROCKVILLE, MD 20857		CODE DAM	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and L.1.2. copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in see L.1.2. until 4 pm local time 08/21/2008  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Clint Druk	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS clint.druk@psc.gov
		AREA CODE 301	NUMBER 443-0403	EXT.

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	5
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	2
X	F	DELIVERIES OR PERFORMANCE	2				
X	G	CONTRACT ADMINISTRATION DATA	5	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	8
X	H	SPECIAL CONTRACT REQUIREMENTS	3	X	M	EVALUATION FACTORS FOR AWARD	4

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1. CONSIDERATION**

This is a completion type, firm fixed price services contract. In consideration of the satisfactory performance of the work called for in Section C, the Contractor shall be paid \$TBD in accordance with the schedule below.

<b>Base Period - Year 1 (est 09/25/2008-09/24/2009)</b>	Firm Fixed Price	\$
	Reimbursable Travel Ceiling	\$
<b>Option 1 - Year 2 (est 09/25/2009-09/24/2010)</b>	Firm Fixed Price	\$
	Reimbursable Travel Ceiling	\$
<b>Option 2 - Year 3 (est 09/25/2010-09/24/2011)</b>	Firm Fixed Price	\$
	Reimbursable Travel Ceiling	\$
<b>Total Estimated Cost for Years 1-3 (09/25/2008 – 09/24/2011)</b>	Firm Fixed Price Reimbursable Travel Ceiling	\$

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1. PROJECT TITLE**

PRIMARY CARE PARTNERSHIPS TO PREVENT HEART DISEASE IN WOMEN

### **C.2. PURPOSE**

The purpose of this requirement is to conduct statewide evidence-based educational interventions (using *The Heart Truth* Professional Education Campaign materials<sup>1</sup>) to expand the role of primary care in the prevention and treatment of heart disease risk factors, and the diagnosis of the metabolic syndrome and heart disease among women aged 40 to 75, with specific emphasis on blood pressure control, tobacco cessation, lipids control (including triglycerides, Low Density Lipoprotein-Cholesterol (LDL-C), High Density Lipoprotein (HDL), total cholesterol), diabetes control (including testing, monitoring, nutrition counseling, and foot care), weight loss or control, and symptoms of heart disease. Preference will be given to interventions in fifteen states with the highest heart disease mortality rates in women.

### **C3. BACKGROUND**

*The Heart Truth* Professional Education Campaign<sup>2</sup> was developed and launched in 2007 by the United States Department of Health and Human Services Office on Women's Health (DHHS/OWH), the National Heart Lung and Blood Institute, the American Heart Association, and supported by several primary care organizations to determine the effects of a structured educational program to improve provider knowledge and self-assessed skills. *The Heart Truth* (Heart Truth) Professional Education materials were based on the 2004 and now 2007 AHA Evidence-Based Guidelines for Cardiovascular Disease in Women. Results of a pilot program among 1200 health care professionals have shown significant increases in knowledge about women and heart disease and interest in incorporating these materials into practice after exposure to the materials. At pre-test, family practice physicians were significantly more knowledgeable than Obstetricians/Gynecologists (OBGyns) and Registered Nurses (RNs) were significantly less knowledgeable than other groups. After exposure to the Heart Truth Professional education program materials, there was a 40% improvement in scores, although RNs were still significantly less knowledgeable than family physicians. All Heart Truth materials were deemed helpful for communication with patients, and 72% of the providers said they would use them in their practices. The problem is that these materials have not been widely distributed to primary care physicians in the United States.

Primary care settings are one of the key points of access to screening, assessment, prevention, early

---

<sup>1</sup> HEALTHY PEOPLE 2010: The Public Health Service (PHS) is committed to achieving the health promotion and disease prevention objectives of "Healthy People 2010," a PHS-led national activity for setting priority areas. This statement work is related to one or more of the priority areas. Potential applicants may obtain a copy of "Healthy People 2010" at <http://www.health.gov/healthypeople>.

<sup>2</sup> [www.womenshealth.gov/hearttruth](http://www.womenshealth.gov/hearttruth)

intervention, referral, and treatment for women at risk for heart disease. Most women do not seek regular care from cardiologists but do visit a primary care provider or come into regular contact with other medical caregivers regularly. In fact, about 85 percent of women in the U.S. see a physician at least once a year. Despite this seemingly obvious connection, heart disease prevention, screening, diagnostic referral, and brief behavioral treatment interventions are not consistently provided in primary care settings. Primary care providers have not begun to recognize the clinical symptoms that lead to the diagnosis of heart disease in women, an integral part of patient care.

Part of this gap can be accounted for by lack of women's heart disease knowledge and practical skills among primary care providers. In a survey of 500 randomly selected physicians in 2005, Mosca et al. ([circ.ahajournals.org/cgi/content/full/111/4/499](http://circ.ahajournals.org/cgi/content/full/111/4/499)) found that only 60% of primary care physicians (PCPs) and (OBGyns) were aware of the American Heart Association Evidence-based Guidelines for Cardiovascular disease in Women. Of those aware, PCP's were twice as likely to report incorporation of the AHA Women's Guidelines into their practice than OBGyns (39% vs. 20%, respectively). In addition, 28% of PCP's and 43% of OBGyns were willing to seek additional training to allow them to better engage in preventive health treatments for Cardiovascular Disease (CVD) in women.

Furthermore, limited research has examined effective ways to educate and encourage practicing primary care providers to address heart disease prevention, diagnosis and treatment of women in their standard care routines. However, important lessons have been learned from several successfully tested tobacco cessation, breast and cervical cancer screening interventions in women in the primary care setting (Cancer Control P.L.A.N.E.T.). Also lacking are practical incentives for primary care providers to focus on heart disease in women.

It is unclear the extent to which the current lack of attention to heart disease in women in primary care settings is related to factors such as the complex nature of heart disease and its associated risk factors; lack of awareness of efficacious tools for screening, assessing, preventing, or treating women and heart disease in primary care settings; lack of health care provider training in women and heart disease; and/or organizational, management, time, or financing issues, including limited reimbursement for care. The new Medicare coverage for heart prevention services and their appropriate Healthcare Common Procedure Coding System (HCPCS) codes needs to be widely circulated among primary care providers: especially the one-time physical exam and Electrocardiogram (EKG), cardiovascular screening to measure LDL and HDL cholesterol, smoking cessation counseling, diabetes self-management and medical nutrition training, diabetic shoes and supplies, including testing strips and insulin, and medications for high blood pressure and high cholesterol<sup>3</sup>.

The goal of this initiative is to increase knowledge, counseling skills, and treatment of women according to the AHA Evidence-based Guidelines for the Prevention of Cardiovascular Disease in Women. This Request for Proposals (RFP) seeks to build on recent efforts to reduce the knowledge gap on women and heart disease among primary care providers through dissemination of *The Heart Truth* Professional Educational materials. In addition, the Office on Women's Health within Department of Health and Human Services (OWH) seeks to expand the availability and delivery of evidence-based risk factor and diagnostic interventions in primary care from lessons learned from other evidence-based programs.

---

3 [www.cms.hhs.gov/mlnproducts/downloads/mps\\_guides\\_web\\_061305.pdf](http://www.cms.hhs.gov/mlnproducts/downloads/mps_guides_web_061305.pdf)

The objectives of the Primary Care Partnerships program include:

1. Increase the number of primary care providers in high risk states who receive Continuing Medical Education (CME) credits on *The Heart Truth* Professional Education materials.
2. Improve knowledge and preparedness on the AHA Guidelines for the Prevention of Cardiovascular Disease in Women in high risk States.
3. Increase the number of medical and nursing journal articles on *The Heart Truth* information.
4. Increase the number of primary care physicians offices in high risk states using risk assessments and office reminder systems for women and heart disease.

For the purposes of this statement of work, the term high risk state is intended to include the top 15 states with the highest heart disease mortality rates for women (2001-2003): Alabama, Arkansas, Delaware, District of Columbia, Georgia, Kentucky, Louisiana, Mississippi, Missouri, New York, Ohio, Oklahoma, Tennessee, West Virginia, and Michigan.

The term primary care setting is defined broadly to include all outpatient clinics (public and/or private) and private practices that offer office-based general medical care. These clinics and practices are staffed by physicians—often with other health care providers such as physician assistants, nurse practitioners, nurses, social workers, nutritionists, or behavioral health practitioners—typically within the following categories: internal medicine, general medicine, family practice, and gynecology. Not included in this statement of work are the following care settings: emergency rooms, acute care facilities, and chronic care facilities. Primary care providers refer to all of these professionals.

#### **C.4. STATEMENT OF WORK**

The Contractor shall conduct standard educational interventions using The Heart Truth Professional Educational materials, evidence-based clinical practice assessments and brief interventions, and standard risk factor treatments for women to expand the role of primary care in the prevention of heart disease in women (ages 40-75 years). The Contractor shall use culturally-relevant approaches in designing their educational and practice based interventions. The Contractor may select one or more states for these primary care interventions. In addition, one or more primary care provider specialties may be the focus of the interventions.

The Contractor shall conduct the following tasks:

- Develop a comprehensive annual work plan, to include the characteristics and location of all targeted primary care practices in the state/states and estimates of the number who can be reached by this program each of the three years.
- Develop a speakers bureau, to be included in the annual work plan, with known women heart experts and state primary care leaders to present *The Heart Truth* professional education materials to primary care providers in the state(s).
- Tailor *The Heart Truth* Professional Education speaker slide sets updates should be submitted to PO as appropriate for grand rounds, seminars, conferences, and residency program dissemination throughout the state/states. Updates to the slides shall be included with the quarterly progress reports.
- Integrate the standardized patient cases and problem based learning cases into medical-nursing school classes in the state(s).

- Offer and encourage the use of evidence-based approaches (best practices) for primary care providers for increasing knowledge and acceptance of the 2007 American Heart Association/American College of Cardiology (AHA/ACC) evidence-based guidelines for women at <http://circulationaha.org/cgi/full/CIRCULATIONAHA107.181546>
- Refine and integrate evidence-based risk factor assessment and screening tests for women into more comprehensive behavioral health screening instruments used in primary care settings with emphasis on tools that are simple, brief, easy-to-use (e.g., pocket guides, flash cards, online tools, manual protocols), have optimum levels of sensitivity and specificity, and that can be administered by a variety of health care providers ([www.ahrq.gov/clinic/ppipix.htm](http://www.ahrq.gov/clinic/ppipix.htm)). This shall be included in the first Annual Report.
- Select assessment instruments that are culturally sensitive and relevant for diverse racial and ethnic minority populations of women, as applicable.
- Teach brief behavioral interventions to use with women in primary care settings for the prevention of heart disease, such as the five A's for smoking cessation, motivational interviewing, Prochaska's stages of change, agreements to start risk factor changes, prescriptions for prevention, logs, etc. ([www.cancercontrolplanet.cancer.gov](http://www.cancercontrolplanet.cancer.gov)).
- Teach primary care physicians how to incorporate office-based methods and staff in training (including distance learning) to integrate heart disease screening, assessment, and brief interventions, and risk factor treatments into primary care clinical setting.
- Develop and distribute diagnostic criteria for referral of patients who cannot be cared for in the primary care setting. This shall be included in the first annual report.
- Provide a high quality, reasonable cost referral resource guide to be included in the first annual report for the community for women who cannot be cared for in the primary care setting.
- Provide incentives for primary care physicians to participate in this program, including CME, recognition for participation, resource directories, pocket algorithms, free *Heart Truth* fact sheets, flyers, and the Healthy Heart Handbook for Women (NHLBI Publications), NHLBI red dress pins for patients, Current Procedural Terminology (CPT) codes for charging for all Medicare reimbursed heart disease prevention services, free registration to the organizations national meeting, free journal subscriptions, etc.
- Compare pre-and post knowledge tests and collect feedback from health care providers on the utility of using this material in their practices.
- Monthly conference calls with the Project Officer as scheduled.
- Prepare a manuscript for publication in a state or national primary care journal about the American Heart Association (AHA) Guidelines and lessons learned to be cleared by OWH and the Department of Health and Human Services before submission.

#### **C.5. SPECIAL REQUIREMENTS**

As an independent organization and not as an agent of the government, the Contractor shall furnish all necessary personnel, facilities, supplies, and equipment, as appropriate, to coordinate and/or implement all tasks and activities which meet the Office on Women's Health (OWH) goals and objectives, and which fall within the parameters of the OWH programs. The Contractor shall provide sufficient office space and clerical support necessary to satisfy the requirements of this contract.

For each task or activity, the Contractor shall submit to the Federal government a proposed time line and project target completion dates for work activities. The time line shall be subject to review and approval by

the OWH, and shall be updated during contract performance to reflect current status of each identified activity. Moreover, prior to initiating any work relating to the OWH program, the Contractor shall prepare a consolidated work plan clarifying responsibilities of the Contractor and the OWH, including projected costs (budget estimates) for each task or activity.

### **C.6. DELIVERABLES**

**1. Annual Work Plan** – The Contractor shall be responsible for developing a detailed, comprehensive work plan that encompasses the tasks, activities, and deliverables to be accomplished under this contract and fulfills the program objectives. For each task or activity, the Contractor shall submit to the government a proposed timeline for completion of work activities. The timeline shall be subject to review and approval by the Project Officer and shall be updated during contract performance to reflect current status of each identified activity. The timeline should clarify the Contractor and OWH responsibilities and projected costs for each task and activity. Finally, based on the timeline, work plan and budget estimate, the OWH and the Contractor shall negotiate projected levels of effort and cost ceilings for completing individual tasks, activities, and deliverables.

**2. Progress Reports** – The Contractor shall furnish quarterly progress reports. Monthly Progress Reports shall have two parts and shall indicate a) cumulative expenses paid by category b) provide a written report on progress, problems encountered, and actions taken to overcome them. Quarterly invoices shall be presented in a spreadsheet, e.g., Microsoft Excel, and reflect cumulative expenses incurred. The Quarterly Progress Report shall be narrative in form and shall include a summary of progress toward completion of each task and problems encountered to date, including the Contractor’s assessment of specific impact of such problems on estimated costs and scheduled date of completion. Three hard copies of the progress reports are required.

In addition, the report shall include the following information:

- 1.0 Person hours of time and dollars expended on individual tasks for the present reporting period and year to date by type of personnel utilized (clerical, programming, managerial)
- 2.0 Anticipated date of individual tasks in progress.
- 3.0 Anticipated beginning date of individual tasks scheduled.
- 3.0 Section on “Current/Anticipated Problems/Issues”

Finally, the tailored *The Heart Truth* Professional Education speaker slide sets updates, if any, shall be included.

**3. Annual Report** – The Annual Report shall have two parts and shall reflect: a) annual cumulative expenses paid for projects and b) a written report to summarize achievements, problems encountered, and actions taken to resolve them; along with recommendations for completion of tasks and activities in the next contract year. Part A of the Annual Report shall be presented in a spreadsheet, e.g., Microsoft Excel, and Part B of the Annual shall be in narrative form. Three copies of the Annual Report will be required.

- The first Annual Report shall include the developed diagnostic criteria for referral of patients who cannot be cared for in the primary care setting as well as the high quality, reasonable cost referral resource guide for the community for women who cannot be cared for in the primary care setting. It shall further include the tailored “*The Heart Truth*” Professional Education speaker slide sets. It shall further include the refined and integrated evidence-based risk factor assessment and screening tests for women that was developed into more comprehensive behavioral health



screening instruments used in primary care settings with emphasis on tools that are simple, brief, easy-to-use (e.g., pocket guides, flash cards, online tools, manual protocols), have optimum levels of sensitivity and specificity, and that can be administered by a variety of health care providers ([www.ahrq.gov/clinic/ppipix.htm](http://www.ahrq.gov/clinic/ppipix.htm)).

**4. Final Report** – The Final Report shall provide a summary of cumulative expenses each contract year. It shall be submitted to the Project Officer in draft one month before the end of the contract period. The Final Report shall summarize the goals achieved and lessons learned in the course of the contract and make recommendations for future efforts by the OWH. The Final Report shall be revised according to the comments by the Office on Women’s Health and submitted in final at the close of the contract. Four copies of the Final Report shall be required, three to the Project Officers and one additional copy to the Contract Officer by the specified delivery date.

**SECTION D - PACKAGING AND MARKING**

**D.1. MARKING**

All information and deliverables submitted to the Project Officer shall be delivered to the address shown in Section F.3.2. entitled “Place of Delivery” and shall be marked as follows:

1. Name and address of the Contractor;
2. Contract Number to be determined ;
3. Description of item contained therein; and
4. Consignee’s name and address.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1. INSPECTION AND ACCEPTANCE**

The PO, as duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor’s performance, evaluating the quality of services provided by the Contractor, and performing final inspection and acceptance of all deliverables.

**E.2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/loadmainre.html>

FAR	
<u>Clause No.</u>	<u>Title and Date</u>
52.246-4	Inspection of Services – Fixed Price (AUG 1996)

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1. PERIOD OF PERFORMANCE**

The period of performance for this project is one Base Period – Year 1 (est. 9/25/2008 – 9/24/2009) with two (2), one (1) year Option Years (9/25/2009 – 9/24/2011).

### **F.2. SCHEDULE OF DELIVERABLES**

The Contractor shall submit the following reports/deliverables to the Project Officer at the address specified in Section G.3.2., by the due date specified. All deliverables are subject to the review and approval of the Project officer before final acceptance. The Contractor shall make any revisions deemed necessary by the Project Officer.

<b><u>No.</u></b>	<b><u>Item</u></b>	<b><u>Quantity</u></b>	<b><u>Due Dates</u></b>
1	<b>Annual Work Plan</b>	3 copies	October 15, 2008 October 15, 2009 October 15, 2010
2	<b>Progress Reports</b>	3 copies	10th day after each quarter beginning January 10, 2009
3	<b>Annual Report</b>	3 copies	September 30, 2009 September 30, 2010
4	<b>Final Report</b>	4 copies*	Draft – August 31, 2011 Final -- September 29, 2011

\* One copy of the final report shall be provided to Clint Druk at [clint.druk@psc.gov](mailto:clint.druk@psc.gov).

### **F. 4. PUBLICATION OR DISSEMINATION OF INFORMATION**

Any publicizing or disseminating of information shall require prior written approval of the Project Officer.

### **F.3. DELIVERY REQUIREMENTS**

#### **1. Hours of Delivery**

Pick up and delivery of items under this contract shall be accomplished between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday unless changed by mutual agreement between the Project Officer and the Contractor. No deliveries shall be made on Saturdays, Sundays, or Federal legal holidays as shown below:

- |                     |                   |
|---------------------|-------------------|
| 1. New Year's Day   | 1 January         |
| 2. Inauguration Day | 21 January (2009) |

- |                              |                             |
|------------------------------|-----------------------------|
| 3. King's Birthday           | Third Monday in January     |
| 4. President's Day           | Third Monday in February    |
| 5. Memorial Day              | Last Monday in May          |
| 6. American Independence Day | 4 July                      |
| 7. Labor Day                 | First Monday in September   |
| 8. Columbus Day              | Second Monday in October    |
| 9. Veteran's Day             | 11 November                 |
| 10. Thanksgiving Day         | Fourth Thursday in November |
| 11. Christmas Day            | 25 December                 |

2. Place of Delivery

Deliveries to the Project Officer shall be sent to:

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

**F.4. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/loadmainre.html>

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

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1. INVOICE SUBMISSION**

- A. The Contractor shall submit invoices monthly in accordance with the payment schedule in F.6. One original invoice complete with all required back-up documentation must be forwarded to the Contracting Officer and addressed as follows:

DHHS/Program Support Center  
Division of Acquisition Management  
Attn: Clint Druk  
Parklawn Building, Room 5-101  
Rockville, Maryland 20857  
Attn: Contract Number: TBD

Four copies of the invoices with copies of all required back-up documentation must be sent directly to the Finance Office for payment. All calls concerning contract payment shall be directed to the general help-line number on (301) 443-6766. The address for the Finance Office responsible for payment is:

DHHS/Program Support Center  
Financial Management Services/DFO  
Commercial Payments Section  
Parklawn Building, Room 16A-12  
5600 Fishers Lane  
Rockville, Maryland 20857  
Telephone Number: (301) 443-6766

- B. In addition to the information required by Section I, Clause 52.232-25 Prompt Payment Act, the following information is also required for submission of a proper invoice.

1. Contractor's name and invoice date;
2. Contract number;
3. Identification of the deliverable(s) delivered;
4. Period of performance for which costs are claimed;
5. Shipping and payment terms;
6. Other substantiating documentation or information as required by the contract;
7. The Internal Revenue Service TAX IDENTIFICATION NUMBER or social security number;
8. Signature of an authorized official certifying the invoice to be correct and proper for payment; and
9. Federal Project Officer's names and telephone numbers.

- C. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under the contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated in Section G.1.A. above (the address showing room 16A-12) in accordance with Section I, FAR Clause 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration.

**G.2. PAYMENT SCHEDULE**

Payments shall be made to the Contractor in quarterly installments after receipt and acceptance of the quarterly progress report per the following payment schedule:

(TO BE COMPLETED AT CONTRACT AWARD)

**G.2. TRAVEL AND OTHER COSTS**

The Contractor will be reimbursed, not to exceed **\$(To be completed at contract award for each contract period)**, for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the Contracting Officer.

Domestic travel expenses incurred by the Contractor in direct performance of the contract shall be reimbursed provided such travel is necessary for the performance of this contract and the cost does not exceed:

- a. The lowest customary standard, coach, or equivalent airfare offered during normal business hours for air travel except when such accommodations: 1) require circuitous routing, 2) require travel during unreasonable hours, 3) excessively prolong travel, 4) result in increased costs that would offset transportation savings, 5) are not reasonably adequate for the physical or medical needs of the traveler, or 6) are not reasonably available to meet mission requirements. In order for costs in excess of customary standard or coach airfare to be considered allowable, the applicable exception must be documented and justified.
- b. Costs of rail travel by most direct route, coach-class accommodations.
- c. The prevailing mileage rate set forth in the Federal Travel Regulation (FTR) or reasonable actual expenses for travel by motor vehicle. Travel by motor vehicle, including rented automobile, shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the prevailing FTR rate, plus any toll or ferry charges.
- d. The prevailing rates set forth in the FTR for lodging, meals and incidental expenses.

**G.3. AUTHORITIES OF GOVERNMENT PERSONNEL**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

1. Contracting Officer: Marie Sunday

All contract administration shall be performed by Clint Druk, Contract Specialist, Division of Acquisition Management, Parklawn Building, Room 5-101, 5600 Fishers Lane, Rockville, Maryland 20857, Telephone: (301) 443-60403, Email: [clint.druk@psc.gov](mailto:clint.druk@psc.gov). All communications pertaining to contractual and/or administrative matters under the contract should be addressed to Mr. Druk.

2. Project Officer: **Te be designated at contract award**

The Project Officer shall be designated on the authority of the Contracting Officer at the time of contract award to monitor all technical aspects of the contract. In no event is the Project Officer empowered to change any of the terms and conditions of the contract. Changes in any section of this contract shall be made only by the Contracting Officer pursuant to a properly executed modification. The type of actions within the purview of the Project Officer's authority are to ensure that the Contractor performs the technical requirements of the contract, and to notify both the Contractor and the Contracting Officer of any deficiencies observed. A memorandum of designation shall be issued to the Project Officer and a copy shall be sent to the Contractor at the time of contract award setting forth in full the responsibilities and limitations of the Project Officer. See also Section G.4, "Technical Monitoring", below.

**G.4. TECHNICAL MONITORING**

Performance of the work under this Contract shall be subject to the technical monitoring of the Project Officer. The term "Technical Monitoring" is defined to include, without limitation, the following:

1. Technical directions to the contractor that redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual scope of work.
2. Providing information to the contractor for assistance in the interpretation of drawings, specifications or technical portions of the work description.
3. Review and, where specified by the Contract, approve technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the Contract.

Technical direction must be within the general scope of work stated in the Contract. The Project Officer does not have the authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the Contract; (ii) constitutes a change as defined in the Contract clause entitled "Changes;" (iii) in any manner causes an increase or decrease in the total estimated Contract cost, the fixed fee or the time required for Contract performance; or (iv) changes any of the expressed terms, conditions, or specifications of the Contract.



All technical directions shall be issued in writing by the Project Officer or shall be confirmed in writing within five (5) working days after verbal issuance by the Project Officer.

The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed within his/her authority under this provision.

If, in the opinion of the contractor any instruction or direction issued by the Project Officer falls within one of the categories as defined in (i) through (iv) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause of the contract. The contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

**G.5. HHSAR 352.270-5 KEY PERSONNEL (JAN 2006)**

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

**(To be completed at contract award.)**

A. Project Director

The Contractor shall provide a Project Director for the period of performance of this contract who shall serve as the principal point of contact with the OWH and who shall be responsible for preparing reports and plans, supervising project staff, issuing assignments, monitoring contract progress, and maintaining budget control.

B. Deputy Project Director

The Deputy Project Director shall support the Project Director in completing tasks and activities in accordance with contract requirements.

C. Project Assistant

The Project Assistant shall assist the Project Director with preparation of reports and other tasks and activities in accordance with contract requirements.

**G.6. CONTRACTOR PERFORMANCE**

The Contractor's performance shall be evaluated annually. This evaluation shall become a part of the contract file and shall be used as past performance information in evaluating the Contractor's past performance on future contracts. The Contractor shall be given a minimum of 30 days to submit comments, rebutting statements, or additional information. A sample of the "Contractor Performance Report" form that may be used to conduct these evaluations is located at <https://cps.od.nih.gov><<http://cps.od.nih.gov>. Contractors are required to register with the NIH Contractor System at <https://cpscontractor.nih.gov><<http://cpscontractor.nih.gov>.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1. USE OF GOVERNMENT FUNDS**

Government funds shall not be used for leasing or rental of space, printing, equipment or food/beverages.

### **H.2. PRINTING AND DUPLICATION**

The contractor may duplicate or copy less than 5,000 units of only one page, or less than 25,000 units in aggregate of multiple pages for the use of a department or agency. This page limit is per requirement and not per contract. These pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. Any requirements for duplication in excess of these requirements shall be obtained by the Project Officer through the Government Printing Office.

No printing by Contractor or any subcontractor is authorized under this contract. All printing required hereunder must be performed by the Government Printing Office. Contractor shall complete Form HHS 26 and submit it along with all camera-ready copies to the Project Officer. After approving the documents, the Project Officer will provide the package to Mr. Tim Morris, Chief, Printing and Postal Technologies Branch, Program Support Center, Department of Health & Human Services, whose branch will place the actual order for printing. Once the documents are printed, they may be returned to either the Project Officer or the Contractor, as requested by the Project Officer.

The cost of any unauthorized printing or duplicating under this contract will be considered unallowable costs for which the Contractor will not be reimbursed.

### **H.3. PUBLICATIONS/AUDIOVISUAL/PUBLIC AFFAIRS SERVICES**

The Department of Health and Human Services, requires that prior approval be obtained, in writing, from the Office of the Assistant Secretary for Public Affairs (OASPA), before initiating the production of any item or deliverable that will involve:

- a. publications development (print products, electronic bulletin boards, posting on the internet, etc.).
- b. public affairs services in excess of \$5,000.
- c. audiovisuals (regardless of the audio, video, or audiovisual medium employed).

The Contractor shall submit a request for approval to the Project Officer for any items or deliverables that need public affairs clearance prior to development. Please allow 4 - 6 weeks for approval.

Further guidance can be found in the Public Affairs Management Manual (PAMM). The PAMM sets forth the policies governing publications, audiovisuals and exhibits, and public affairs services. Publications are defined in 5-00-15 of the Public Affairs Management Manual (PAMM). Public affairs services are defined in 8-00-20 of the PAMM.

A copy of the PAMM can be downloaded from the following website:

[http://www.psc.gov/public\\_affairs.pdf](http://www.psc.gov/public_affairs.pdf)

#### **H.4. CONFERENCE/MEETING FACILITIES**

The Federal Emergency Management Agency (FEMA) publishes a list of hotels/motels that meet fire and life requirements of the Hotel and Motel Fire Safety Act of 1990. The Contractor must ensure that any federally funded conferences/meetings, conducted during the performance of this contract and held at a place of public accommodation in the United States are FEMA-approved accommodations. The list of approved accommodations can be found at: <http://www.usfa.fema.gov/hotel/index.cfm>.

The Contractor shall ensure that all facilities, meetings and seminars held pursuant to this contract are accessible to persons with disabilities per the stipulations set forth in HHSAR Clause 352.270-1.

#### **H.5. CONFERENCE MATERIALS**

Should any materials be provided by the Contractor for a conference, the Contractor shall include the following statement on the 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 organization imply endorsement by the U.S. Government.”

#### **H.6. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by P.L.105-220 under Title IV (Rehabilitation Act Amendments of 1998) and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194) require that all EIT acquired must ensure that:

1. Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
2. Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities.

This requirement includes the development, procurement, maintenance, and/or use of EIT products/services, therefore, any proposal submitted in response to this solicitation must demonstrate conformance with the established EIT Accessibility Standards (36 CFR 1194), and information on any government usage requirements or restrictions of product/service usage to ensure compliance. Information about Section 508 is available at <http://www.section508.gov/>.

Vendors may document conformance using the industry-standard Voluntary Product Accessibility

Template at

[http://www.itic.org/archives/articles/20040506/faq\\_voluntary\\_product\\_accessibility\\_template\\_vpat.php](http://www.itic.org/archives/articles/20040506/faq_voluntary_product_accessibility_template_vpat.php).

System interfaces should conform to OMB Policies for Federal Public Websites, HHS/ACF standards, guidelines and policies.

**SECTION I - CONTRACT CLAUSES**

**I.1. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
  - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor=s ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.2. FAR52.217-8 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 30 days prior to contract end.

**I.3. FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

- (a) Definition. As used in this clause--  
“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board

Division of Information

1099 14th Street, N.W.

Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with

respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.4. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/loadmainre.html>

1. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses

Clause No.	Title and Date
52.202-1	Definitions (JUN 2004) <i>[as modified by HHSAR 352.202-1Definitions (JAN 2006), substitute paragraph (a) and add Alternate Paragraph (h)]</i>
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)



52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
52.203-14	Display of Hotline Posters (DEC 2007) [ <i>poster can be located at:</i> <a href="http://www.oig.hhs.gov/hotline/OIG_hotline_Poster.pdf">http://www.oig.hhs.gov/hotline/OIG_hotline_Poster.pdf</a> ]
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records - Negotiation (JUNE 1999)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.215-15	Pension Adjustments 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 Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.217-9	Option to Extend the Term of the Contract (MAR 2000); (30 days; 60 days)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-28	Post Award Small Business Program Representation (JUN 2007)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUNE 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
52.222-50	Combating Trafficking in Persons (AUG 2007)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 1997)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General (DEC 2007)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-17	Interest (JUN 1996)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration

- (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes – Fixed Price (AUG 1987) Alternate I (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAR 2007)
- 52.246-25 Limitation of Liability--Services (FEB 1997)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

b. Department of Health and Human Services Acquisition Regulation (48 CFR Chapter 3) Clauses

<u>Clause No.</u>	<u>Title and Date</u>
352.202-1	Definitions (JAN 2006)
352.232-9	Withholding of Contract Payments (JAN 2006)
352.249-14	Excusable Delays (JAN 2006)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JAN 2001)
352.270-4	Pricing of Adjustments (JAN 2001)
352.270-6	Publications and Publicity (JAN 2006)
352.270-7	Paperwork Reduction Act (JAN 2006)
352.270-10	Anti-Lobbying (JAN 2006)

**SECTION J - LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>Pages</u>
A Standard Form LLL, Disclosure of Lobbying Activities	2
B Past Performance Evaluation Questionnaire	8

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1. OFFEROR STATEMENTS**

RFP Number: \_\_\_\_\_

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

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

DUNS Number: \_\_\_\_\_

**K.2.** The offeror certifies that it has registered at [www.ccr.gov](http://www.ccr.gov), as required by FAR 52.204-7.

**K.3. FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 611430.

(2) The small business size standard is \$6,500,000.00.

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

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by*

*clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

**K.4. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to the children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result in a monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/Contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards that contain provisions for children’s services and that all sub-recipients shall certify accordingly.

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

\_\_\_\_\_  
(Title)

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

**SECTION L - INSTRUCTIONS CONDITIONS, AND NOTICES TO OFFEROR**

**L.1. GENERAL INSTRUCTIONS**

The following instructions establish the acceptable minimum requirements for the format and content of proposals:

**L.1.1.** Your attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

The proposal must be prepared in two parts: Volume I – Technical Proposal and Volume II - Business Proposal. Each of these parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts (if applicable), etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions.

**L.1.2.** The proposal must be signed by an official authorized to bind your organization. An original and five (5) copies of each volume must be submitted to:

DHHS, Program Support Center  
Attn: Mr. Clint Druk  
Division of Acquisition Management, SAS  
Parklawn Building, Room 5-101  
5600 Fishers Lane  
Rockville, MD 20857  
Attn: 08T080127S

**By the date indicated on in Block #9 of the Standard Form 33**

**NOTE: BECAUSE OF THE INCREASED SECURITY AT FEDERAL BUILDINGS, PLEASE ALLOW EXTRA TIME FOR YOUR PROPOSAL TO BE DELIVERED TO THE CONTRACTING OFFICE AS ADDRESSED ABOVE. FAILURE TO USE THE SPECIFIED ADDRESS COULD RESULT IN YOUR PROPOSAL BEING DELIVERED LATE. DUE TO SECURITY CONCERNS, HAND CARRIED PROPOSALS WILL NOT BE ACCEPTED, UNLESS THE PERSON HAND CARRYING THE PROPOSAL HAS A VALID FEDERAL GOVERNMENT ID BADGE WHICH ALLOWS THEM ACCESS TO THE PARKLAWN BUILDING. THIS PROHIBITION INCLUDES COURIER SERVICES. PLEASE NOTE, WHEN USING COURIER SERVICES IT IS RECOMMENDED THAT YOU INITIATE YOUR MAILING REQUEST TWO (2) BUSINESS DAYS PRIOR TO THE SPECIFIED DUE DATE OF PROPOSALS TO ENSURE THAT IT ARRIVES IN A TIMELY MANNER. PACKAGES MAILED BY “24 HOURS NEXT DAY EXPRESS SERVICE” DO NOT ALWAYS ARRIVE AT THE EXACT LOCATION BY THE TIME REQUIRED. PROPOSALS MUST BE RECEIVED IN**

**ROOM 5-101 BY THE SPECIFIED TIME TO NOT BE CONSIDERED LATE. PROPOSALS THAT ARE RECEIVED LATE IN THE CONTRACTING OFFICE DUE TO A DELAY CAUSED BY THESE SECURITY MEASURES ARE CONSIDERED LATE UNDER FAR CLAUSE 52.215-1(3) "SUBMISSION, MODIFICATION, REVISION AND WITHDRAWAL OF PROPOSALS".**

**IF YOU HAVE ANY QUESTIONS REGARDING THE SECURITY PROCEDURES FOR THE PARKLAWN BUILDING, YOU MAY CONTACT THE GUARDS OFFICE ON (301) 443-4144. IF QUESTIONS STILL REMAIN, PLEASE CONTACT THE CONTRACT SPECIALIST FOR THIS SOLICITATION (Clint Druk 301-443-0403).**

**L.1.3.** Any additional clauses required by public law, executive order, or acquisition regulation, in effect at the time of execution of the proposed contract, will be included.

**L.1.4.** You may, at your discretion, submit alternate proposals, or proposals that deviate from the requirements; provided, that you also submit a proposal for performance of work as specified in the statement of work. These proposals may be considered if overall performance would be improved or not compromised, and if they are in the best interest of the Government. Alternate proposals, or deviations from any requirements of this Request for Proposal, must be clearly identified

**L.1.5.** It is understood that your proposal will become part of the official contract file.

**L.1.6.** This Request for Proposal does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

**L.1.7.** The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this Request for Proposal. The Government intends to evaluate proposals and make award without discussions

**L.1.8.** The Government strongly encourages all contract recipients to provide a smoke-free workplace and to promote the nonuse of all tobacco products. In addition, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children. See Section K.4.

## **L.2. INQUIRIES**

All questions/inquiries concerning the solicitation document must be in writing and received by July 29, 2008, directed to the attention of Mr. Clint Druk., Contract Specialist, at the address shown in Section L.1.2. The Offeror may also submit questions/inquiries to Mr. Druk via electronic mail to [clint.druk@psc.gov](mailto:clint.druk@psc.gov). Responses to questions will be posted on the Federal Business Opportunities website, [www.fedbizopps.gov](http://www.fedbizopps.gov).

The Government's response to the inquiries will be made in writing and posted as described previously. Any resulting additions, deletions, or changes to the Request for Proposal will be made by issuance of a formal

amendment and posted on [www.fedbizopps.gov](http://www.fedbizopps.gov). Offerors are instructed specifically to contact **only** the issuing contract office in connection with any aspect of this requirement prior to contract award.

**L.3. TECHNICAL PROPOSAL INSTRUCTIONS**

**L.3.1.** Proposals which merely offer to conduct a program in accordance with the requirements of the Government’s statement of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

**L.3.2.** The Offeror should include sufficient information in the technical proposal to allow a thorough evaluation of the technical proposal utilizing the technical evaluation criteria in Section M.2. Your technical proposal should be in as much detail as you consider necessary to fully explain your understanding, proposed approach, proposed personnel, and experience. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

**L.3.3.** The states identified in Section C.3. are preferred. It is a requirement of this solicitation that offerors include one of these states. If states not identified in Section C.3. are proposed a justification for including those additional or alternative states is required. Preference will be given in the technical evaluation to offerors who address only the states identified in Section C.3.

**L.4. PAST PERFORMANCE PROPOSAL INSTRUCTIONS**

The information described below will be used in the evaluation of past performance, and shall be included as a separate, clearly marked proposal.

Offerors should note the difference between organizational “experience” and “past performance”. Organizational experience pertains to the types and amounts of work experience previously performed by a contractor, whereas, past performance relates to the “quality” and how well a contractor performs the services.

Offerors shall submit the following past performance information:

A. A list of five (5) completed or active contracts for related or similar services. The Government will evaluate past performance on contracts that are similar in nature to the requirements of this RFP. Contracts listed shall include those entered into with the Federal Government, agencies of state and local governments or commercial customers. Include the following for each contract:

1. Name of Contracting Organization;
2. Contract Number;
3. Contract Type;
4. Total Contract Value;
5. Description of Requirement;
6. Contracting Officer’s Name, Telephone Number, Facsimile Number and Email;
7. Federal Project Officer’s or Contracting Officer’s Technical Representative’s



(COTR) Name, Telephone Number, Facsimile Number and Email;

8. Explanation/Comment Regarding Problems Encountered and Corrective Actions Taken.

- B. The offeror must include a list of three (3) to five (5) of its proposed subcontractors' recent completed or active contracts for related or similar services, related to the portion of work the subcontractor will be performing, inclusive of the information noted above in Section L.4.A. 1 through 8.
  
- C. Each offeror will be evaluated on its performance under existing and prior contracts which are similar in nature to the requirements of this RFP. 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. Information for the evaluation of past performance will be randomly selected from the list of references (see L.4.A above) or other sources as previously stated, utilizing the Past Performance Evaluation Questionnaire (reference Section J, Attachment B). Performance information will be used for both responsibility determinations and as an evaluation factor to be scored in accordance with Section M.2. of this RFP.
  
- D. The Government will asses an overall past performance rating for each reference contacted. The overall ratings for each reference will then be averaged to arrive at a final past performance rating which will be assigned points based on the rating scheme referenced in Section M.3. References for subcontractors will contribute to the past performance score in relation to the percentage of the work subcontractors will be performing. For example, references for a subcontractor who will perform 20% of the work will contribute at most 2 points or 20% of the possible 10 points for past performance. OFFERORS MUST STATE THE PERCENTAGE OF WORK (BASED ON DIRECT LABOR) EACH SUBCONTRACTOR WILL PERFORM. To assist us in arriving at an accurate past performance score for your proposal, please provide us with the total labor for the offeror and all subcontractors. Then, provide a breakdown of the total labor proposed by offeror and by each proposed subcontractor as a dollar amount and a percentage. For example, if offeror A has a total of \$100,000 of total labor proposed (including proposed subcontractors), and they are proposing to perform \$50,000 of that labor; to have one proposed subcontractor performing \$25,000 of that labor; and another proposed subcontractor performing \$25,000 of that labor, show the following:

<u>Labor in Dollars</u>		<u>% of Labor</u>
Offeror A	\$ 50,000	50%
Subcontractor 1	\$ 25,000	25%
Subcontractor 2	<u>\$ 25,000</u>	<u>25%</u>
TOTAL LABOR	\$100,000	100%

E. Offerors are further advised that thorough and complete past performance information is required. Explanations/comments regarding problems encountered and corrective actions taken shall be addressed as part of the proposal submitted in response to this RFP. The Government

will take the offeror's comments into consideration when conducting past performance evaluations. OFFERORS MAY NOT BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE

**L.5. BUSINESS PROPOSAL INSTRUCTIONS**

The Offeror's proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement to the effect that it is firm for a period of at least 90 days from the date of receipt by the Government. The Offeror shall submit a proposal and data comprehensive enough to provide the basis for a sound evaluation. The information should be precise, factual and responsive. The business proposal shall include the following information:

**L.5.1.** Proposed costs – The offeror shall provide a completed copy of Section B of the RFP in its proposal. Additionally, the offeror shall propose a schedule that is tied to the deliverables in Section F.2. of the RFP in its proposal with amounts consistent with those deliverables.

**L.5.2.** Cost Breakdown – The following information should be provided:

The Offeror shall submit a cost proposal fully supported by cost and pricing information adequate to determine the reasonableness of costs proposed, to evaluate whether the proposed costs are consistent with the technical proposal and level of effort anticipated, and/or evaluate cost realism. The cost proposal shall consist of a cost-element breakdown consistent with the Offeror's cost accounting system, and shall include all supporting explanations of, or rationale for, proposed costs. The following cost elements shall be addressed by each task and must be shown for each period of the contract:

(1) Direct Labor – Direct labor cost estimates shall be supported with breakdowns by individual tasks including the number of labor hours estimated for each individual proposed and their corresponding actual or average hourly rates. The Offeror shall also breakdown direct labor cost estimates by contract year. The Offeror must submit proof of proposed wages, salary rate schedules and a plan for any additional compensation resulting from employee relations, profit sharing, pension or health and welfare benefits. Documentation to verify salaries for new hires shall consist of written offers of employment, employment agreements or contracts that indicate the position, annual salary and hourly rate for each new hire. The proposal shall indicate whether current rates or escalated rates are used. If an escalation rate is incorporated in the cost proposal, state the percentage and methodology used for the proposed escalation; e.g., fixed escalation factor applied to a base rate as of a specified date, or proposed escalated rate for the period of performance.

(2) Other Direct Costs – Include in this category estimated costs for all other direct costs associated with providing the type of service to be acquired (e.g., consultant, subcontracts, transportation/travel, supplies and equipment, communications, etc.). A complete explanation of each element of cost, detailing the rationale used in developing the estimate, must be included.

(3) Indirect Costs – Indirect costs shall be proposed in accordance with the Offeror's

current negotiated indirect rate agreement. The offeror shall provide the name, address and telephone number of its cognizant Government audit agency and a copy of its latest negotiated rate agreement. If the Offeror does not have a negotiated rate agreement, the indirect rates proposed must be fully justified and are subject to negotiation.

(4) Fee – The offeror shall propose a separate fee for each period (if applicable).

Subcontractors shall also submit a cost proposal fully supported by cost and pricing information, as detailed above.

**L.5.3.** Financial Capacity - The Offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform this contract without assistance from any outside sources. (If not, indicate the amount required, the anticipated source, and associated costs for such support.) The Offeror shall submit any information deemed relevant to convincingly demonstrate its ability to perform the requirement from a financial point of view; this may include providing a copy of the Offeror's most recent financial statement.

**L.5.4.** Facilities/Equipment – It is HHS policy that Contractors shall provide all facilities and equipment necessary for performance of contracts. Exceptions may be granted to furnish Government-owned property, only when approved by the head of the procuring activity. If additional equipment must be acquired, the Offeror shall include the description, estimated cost of each item, and whether the prospective Offeror will furnish such items with its own funds. The Offeror must identify Government-owned property in its possession and/or property acquired from Federal funds to which title vests in the Offeror and that is proposed to be used in the performance of the prospective contract. The management and control of any Government property shall be in accordance with HHS regulations.

**L.5.5.** Additional Facilities - In the event the Offeror contemplates acquiring additional facilities in the performance of this work, such facilities shall be separately identified.

**L.5.6.** Commitments – The Offeror shall list commitments of key personnel with other clients/contracts and indicate whether these commitments will or will not interfere with the completion of work and services to be completed under this contract.

**L.5.7.** The Offeror must complete and include Standard Form 33, blocks 12 through 18. Completion of this form indicates that the Offeror agrees with all the terms and conditions contained in RFP Sections A through K. In addition, it must contain a statement to the effect that the offer is firm for a period of at least 90 days from the date of receipt by the Government.

**L.5.8.** A completed copy of Section K - Representations, Certifications and Other Statements of Offerors, must be included as part of your business proposal. **THE OFFEROR MUST BE REGISTERED IN THE ONLINE REPRESENTATIONS AND CERTIFICATIONS DATABASE AND IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE.**

**L.5.9.** The offeror shall complete SF-LLL “Disclosure of Lobbying Activities” and shall include one originally signed copy with the original business proposal (the form is included in Section J, Attachment A).

**L.6. FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

*(a) Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, the offeror may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

*(b) Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**L.7. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm fixed-price contract, with travel being a cost reimbursement element, resulting from this solicitation.

**L.8. FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Marie Sunday at the address stated in Section G.3.-1 of this solicitation.

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

**L.9. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 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 of those 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/these address(es): <http://acquisition.gov/comp/far/loadmainre.html>

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

<u>Clause No.</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)

b. Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Provisions

<u>HHSAR Provision No.</u>	<u>Title and Date</u>
352.215-1	Instructions to Offerors – Competitive Acquisition

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

### **M.1. GENERAL**

Selection of an offeror for contract award will be based on an evaluation of proposals against three factors. The factors are: technical, past performance, and cost. Proposals shall first be evaluated from a technical standpoint based on the offeror's technical proposal and the technical evaluation criteria defined in Section M.2. without regard to proposed cost. For those proposals determined to be technically acceptable, Past Performance will be evaluated. A point score based on the criteria defined in Section M.3. will be assigned to Past Performance. Cost, which is not a numerically weighted factor, will also be evaluated (usually after completion of the technical evaluation).

Although it is anticipated that the Past Performance Evaluation and Cost Analysis will only be completed for technically acceptable offers, the Government may begin/complete the evaluations concurrently with the technical evaluation to expedite the evaluation process.

The Government reserves the right to make its award decision based solely on initial, written proposals without conducting any formal discussions.

The Government will make only one contract award under this solicitation on an all-or-none basis. No multiple awards will be made.

The offeror should show that the objectives stated in the proposal are understood and offer a logical approach to their achievement. The evaluation will be based on the clarity and comprehensiveness of the technical approach including the understanding of the work to be done, the technical expertise and specialized experience of the proposed personnel, the corporate experience, and the project management.

### **M.2. TECHNICAL EVALUATION CRITERIA (100 POINTS) – The technical proposal instructions are contained in Section L**

Technical proposals will be evaluated utilizing the weighted factors below. Offerors should consider the technical evaluation factors when preparing proposals. The scoring for each evaluation factor will be based on the Government's determination of the degree to which the proposal satisfies the requirements of the factor. There are a total of 100 technical points. The technical factors are as follows:

#### **I. Personnel Capability and Experience**

**35 Total Points**

A. Qualifications, educational background and relevant work experience of proposed staff to their designated responsibility on the project and with the target population. Project Directors must demonstrate appropriate leadership for required task(s). Resumes should be provided for all Key Personnel.

B. If subcontractors are proposed, information must be provided to support the qualifications of the subcontractors. Consultants or specialists availability must have documented evidence (i.e. letter of intent, MOA, etc).

C. Experience in 1) physician education ; and 2) heart disease in women

**II. Technical Approach**

**30 Total Points**

The completeness, practicality, and feasibility of the contractor’s approach/methodology in terms of its ability to address the specific requirements of the statement of work, as well as evidence of creativity and innovation. Consideration will be given for clarity, style, and format of the proposal.

**III. Understanding of the Public Health Issues**

**10 Total Points**

A. Awareness and understanding of the complex issues in the area of women’s heart disease guidelines relevant to disease prevention and health promotion, primary care practice obstacles to achieving health goals, as well as an understanding of critical issues related to planning, developing, implementing, and evaluating primary care and women’s health interventions. Familiarity with health care programs that have a particular impact on minority women.

**IV. Organizational Experience**

**25 Total Points**

Previous experience of this organization in managing similar or related contracts comparable in technical complexity.

**M.3. PAST PERFORMANCE EVALUATION (10 POINTS)**

The past performance evaluation will be based on questionnaires provided by references, as well as other relevant past performance information obtained from other sources known to the Government.

When evaluating past performance, the Government will focus on the areas of Quality of Service, Timeliness of Performance, Price/Cost Control, and Customer Satisfaction. Offerors are referred to Section J, Attachment A for specific questions pertaining to these categories.

In the event the Government received a proposal from an offeror who does not have a past performance record, the Government will average the past performance rating of all offerors submitting technically acceptable proposals and apply the average rating to the offeror’s proposal.

Evaluation Scheme

The Government will assess an overall past performance rating for each reference contacted. The overall rating of each reference will then be combined to arrive at a final past performance rating which will be assigned points based on the following rating scheme:

<u>Definition</u>	<u>Description</u>
Exceptional ++ (Plus-Plus)	The contractor has demonstrated an excellent level of performance which exceeds the performance level described as “Excellent.” It is expected that this rating will be used in those rare instances when contractor performance clearly demonstrates a level of quality/innovation/performance well beyond the contract requirements warranting assignment of the highest possible rating.
Excellent	The contractor demonstrates an excellent performance level in all categories.

Good	There have been no performance problems and the contractor has demonstrated initiative to enhance/exceed contractual requirements and objectives. The contractor also has maintained an excellent contractor/Government relationship throughout the contract performance
Acceptable	There are no quality of service problems; no cost/price issues; and no delays. Responses to inquiries and technical/service administrative issue are consistently effective and responsive. Nonconformance do not impact achievement of contract requirements.
Marginal	Nonconformances are minor and have little impact in achievement of contract requirements, requires minor intervention by Government personnel to resolve issues.
Unacceptable	Nonconformances are impacting achievement of contract requirement, requires substantial intervention by Government personnel to resolve issues. Nonconformances are compromising the achievement of contract requirements, despite substantive intervention by Government personnel.

NOTE: Offerors shall provide a thorough explanation of problems encountered and corrective actions taken. The Government will take offerors' comments into consideration when conducting its past performance evaluation. OFFERORS MAY NOT BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE.

**M.4. COST EVALUATION**

Estimated cost is not a numerically weighted factor and it will receive less consideration than technical merit and past performance. Although estimated cost will not be point scored, it is important and its importance as an evaluation factor could increase as competing proposals become more equal in terms of technical merit and past performance.

The proposed costs will be evaluated on the basis of cost realism and cost reasonableness. Cost realism is defined as the offeror's ability to project costs which are realistic for the work to be performed, indicate that the offeror understands the nature and extent of the work to be performed, and are consistent with the various elements of the offeror's technical proposal. The total evaluated cost for each offeror will be the Total Estimated Costs-Plus-Fixed-Fees for the base year and all option years.

**M.5. IMPORTANCE OF FACTORS AND BASIS FOR AWARD**

The offeror's technical proposal will be evaluated against a 100 point scale and will be determined technically acceptable or unacceptable. The past performance of the technically acceptable proposals will be evaluated by the Government against a 10 point scale. The points received for past performance will be added to the offeror's technical score for a maximum of 110 points. If discussions are determined to be necessary, this score, along with the evaluation of the offeror's cost proposal will be considered in determining the competitive range. Discussions will be held with all offerors 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.

The Government considers the technical quality of the proposal to be of paramount importance and the record of past performance of lesser importance. The total of all evaluation factors combined is considered significantly more important than cost or price.

The Government anticipates making three awards but reserves the right to make more. Award will be made to the responsible offerors whose proposals contain the combination of evaluated criteria offering the best overall value to the Government. This will be determined by comparing differences in technical merit and past performance with differences in cost to the Government. In making this comparison, the Government is more concerned with obtaining superior technical merit and past performance. However, the Government will not make an award at a significantly higher cost to achieve only slightly superior technical merit and past performance.

**M.6. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 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 of those 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/these address(es):

<http://acquisition.gov/comp/far/loadmainre.html>

Federal Acquisitions Regulation (FAR (48 CFR Chapter 1) Clauses

<u>Clause No.</u>	<u>Title and Date</u>
52.217-5	Evaluation of Options (JUL 1990)

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

*SOURCE SELECTION SENSITIVE (when completed)*  
*PAST PERFORMANCE EVALUATION QUESTIONNAIRE*  
*Program Support Center*  
*Department of Health and Human Services*

**I. CONTRACT INFORMATION**

**1a. Contractor:**

**1b. Contract Number:**

**1c. Type of Contract: (check all that apply)**

- i.  Negotiated  Sealed Bid ii.  Competitive  Non-Competitive
- iii.  Firm Fixed-Price  Fixed-Price Incentive  Fixed-Price Award Fee (Cost-Plus-Award-Fee)
- Cost-Plus-Incentive-Fee  Cost-Plus-Fixed-Fee **Other:**

**1d. Please complete the following:**

Period of Performance: \_\_\_\_\_ to \_\_\_\_\_

Initial Contract Value: \$ \_\_\_\_\_

Current (or completed) Contract Value: \$ \_\_\_\_\_

**1e. Brief description of requirement:**

---

---

---

---

---

---

**1f. Complexity of effort (check one):**  Difficult  Routine

**II. EVALUATOR INFORMATION:** Please provide the following information (to assist us in tracking responses received and resolving any questions in the evaluation process if necessary):

Name of Evaluator: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Organization/Office: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Position Title/Grade: \_\_\_\_\_

Period of involvement in contract: \_\_\_\_\_

Questionnaire Completion Date: \_\_\_\_\_

**III. RATING CATEGORIES:** The following definitions for adjectival rating categories are provided for your convenience. Please rate each aspect of past performance by checking one of these categories in the spaces provided.

**EXCEPTIONAL:** The Contractor has demonstrated an excellent level of performance which (++) Plus-Plus) exceeds the performance level described as "Excellent." It is expected that this rating will be used in those rare instances when Contractor performance clearly demonstrates a level of quality/innovation/performance well beyond the contract requirements warranting the assignment of the highest possible rating.

**EXCELLENT:** Contractor demonstrates initiative to enhance/exceed contractual requirements/objectives and overall contractor/government relationship is exceptional.

**GOOD:** There are no quality of service problems and/or nonconformances do not impact achievement of contract requirements.

**ACCEPTABLE:** Nonconformances are minor and have little impact in achievement of contract requirements, requires minor intervention by Government personnel to resolve issues.

**MARGINAL:** Nonconformances are impacting achievement of contract requirements, requires substantial intervention by Government personnel to resolve issues.

**UNACCEPTABLE:** Nonconformances are compromising the achievement of contract requirements, despite substantive intervention by Government personnel.

Please check the appropriate rating category. Comment lines are provided for additional information if the MARGINAL or UNACCEPTABLE rating category apply (however the comment lines may be used to provide any additional information deemed noteworthy). If a question is not applicable, so indicate.

**IV. QUALITY OF SERVICE:** This area of the questionnaire deals with compliance of contract requirements, to include appropriateness of personnel and technical excellence.

**4a. Overall compliance with contract terms and conditions.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

**4b. Effectiveness and reliability of contractor's Key Personnel.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

**4c. Adequacy of staffing to meet contract requirements.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

**4d. Consistency and reliability of contractor's technical performance.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

**4e. Ability to effectively implement "start-up" contract performance.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

**V. TIMELINESS OF PERFORMANCE:** This area of the questionnaire deals with the contractor's ability to meet milestones and delivery schedules, to include responsiveness to technical direction, completion of efforts on time including wrap-up and contract administration.

**5a. Overall performance in planning, scheduling, and monitoring.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

---

**5b. Completion of major milestones on schedule.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

---

**5c. Responsiveness to contract changes from a contract administration perspective.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

---

**5d. Responsiveness/capability to respond to surge/short term requirements.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

---

**VI. PRICE/COST CONTROL:** This area of the questionnaire deals with the contractor's ability to control price/cost escalation during performance to include appropriate budgetary estimates, current/accurate/complete billings/invoices, relationship of negotiated costs to actuals, claim submissions, cost efficiencies, and change order issues.

**6a. Quality, completeness, and accuracy of price/cost proposals.**

Rating Category:  Exceptional (++)  Excellent  Good  Acceptable  Marginal  Unacceptable

---

---

---

---





**6b. Accuracy and timeliness of cost reports.**

Rating Category: ( ) Exceptional (++) ( ) Excellent ( ) Good ( ) Acceptable ( ) Marginal ( ) Unacceptable

---

---

---

---

**6c. Ability of the Contractor to operate at or below budget.**

Rating Category: ( ) Exceptional (++) ( ) Excellent ( ) Good ( ) Acceptable ( ) Marginal ( ) Unacceptable

---

---

---

---

**VII. CUSTOMER SATISFACTION:** This area of the questionnaire deals with the contractor's commitment to satisfaction and cooperative/reasonable behavior with customers to include effective management, responsiveness to contract requirements, businesslike behavior, prompt notification of problems, flexible and proactive qualities, effective contractor-recommended solutions, and effective subcontracting and teaming arrangements.

**7a. Organizational support structure provides adequate span of control and supervision.**

Rating Category: ( ) Exceptional (++) ( ) Excellent ( ) Good ( ) Acceptable ( ) Marginal ( ) Unacceptable

---

---

---

---

**7b. Maintains a single effective point of contact to manage and resolve problems.**

Rating Category: ( ) Exceptional (++) ( ) Excellent ( ) Good ( ) Acceptable ( ) Marginal ( ) Unacceptable

---

---

---

---

**7c. Ability to solve contract performance problems without extensive guidance from Government personnel.**

Rating Category: ( ) Exceptional (++) ( ) Excellent ( ) Good ( ) Acceptable ( ) Marginal ( ) Unacceptable

---

---

---

---

VIII. GENERAL INFORMATION: Please provide answers to the following questions.

**8a.** Has the contractor ever been given a cure notice, show cause notice, suspension of progress payments, or letters of direction? ( ) Yes ( ) No

If yes, please explain:

---

---

---

---

**8b.** Has this contract been partially or completely terminated? ( ) Yes ( ) No  
( ) Default ( ) Convenience

If yes, please  
explain:

---

---

---

**8c.** Are there any pending partial or complete terminations? ( ) Yes ( ) No  
( ) Default ( ) Convenience

If yes, please explain and indicate  
status:

---

---

---

**8d.** If an award/incentive fee contract, what percent of the available fee did the contractor usually receive?

---

---

---

**8e.** Changes in contract dollar value throughout the life of the contract are/were attributable, for the most part, to ( ) Government-issued change orders ( ) claims submitted by the contractor ( ) other Government actions ( ) other contractor actions.

Please  
explain:

---

---

---

**8f.** Based on this contractor's overall performance, would you award this contractor another Government contract?  
( ) Yes ( ) No

If no, please  
explain:

---

---

---

Thank you for completing this past performance evaluation. **THIS INFORMATION WILL BE KEPT CONFIDENTIAL.** Please fax this questionnaire to the address indicated below:

Division of Acquisition Management  
Program Support Center, DHHS  
5600 Fishers Lane  
Parklawn Building, Room 5-101  
Rockville, Maryland 20857  
Attention: Michelle Edwards  
Solicitation Number 08T774003