

OMB NO. 0990-0115

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of 54 pages

REQUEST FOR PROPOSAL (RFP) NUMBER: 277-08-0208	ISSUE DATE: March 20, 2008	SET ASIDE: <u>X</u> NO _ YES See Part IV Section L
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4 TITLE: The National Laboratory Certification Program (NLCP)

5. ISSUED BY: Division of Contracts Management Office of Program Support Substance Abuse and Mental Health Services Administration 1 Choke Cherry Road, Room 7-1063 Rockville, Maryland 20857	6. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 4 of this Solicitation
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7. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 4 until 3:00 p.m. local time on April 18, 2008.

8. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN THE COVER LETTER OF THIS RFP. THE COVER LETTER IS AN OFFICIAL PART OF THIS RFP PACKAGE. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH FAR CLAUSE 52.215-1, ALTERNATE I, ENTITLED, "INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION"

Offeror must provide full name, address, TIN, and, if different, the address to which payment should be mailed.

10. FOR INFORMATION CALL: Tracy Davidson, Contract Specialist
 PHONE: (240) 276-1509 COLLECT CALLS WILL NOT BE ACCEPTED.

11. Table of Contents on following page.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

In 1997, Congress passed the Adoption and Safe Families Act (ASFA). A key objective of ASFA is to achieve faster permanent placements for children in foster care or other out of home care. As a result, finding effective and timely methods to address the concurrent problems of substance abuse and child maltreatment has become increasingly important. In order to better align the goals of ASFA and the substance abuse treatment needs of parents, In 2002 SAMHSA and the Administration for Children and Families created and co-funded the National Center on Substance Abuse and Child Welfare (NCSACW). The NCSACW was established through a memorandum of understanding between these two DHHS agencies. NCSACW's goals are to collect, develop and disseminate information that helps child welfare, substance abuse treatment and court professionals to better serve the needs of families involved with the child welfare system because of parental substance abuse. The NCSACW pursues these goals principally through the delivery of *technical assistance* and *training* activities. The purpose of this contract is to continue these activities for another five year period.

B.2. ESTIMATED COST, BASE FEE, AWARD FEE AND OPTIONS

- b.2.1 Estimated Cost: the estimated cost (exclusive of any fees) including direct and indirect costs, of the Base Year of this contract is **To be Inserted at Time of Award (TOA)**.
- b.2.2 Base Fee: The base fee for the Base Year of this contract is **Time of Award (TOA)**. The base fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT (52.216-7), and FIXED FEE (52.216-8) incorporated herein. Payment of the base fee shall not be made in less than monthly increments.
- b.2.3 Award Fee: The maximum Award Fee obtainable for the base year of this contract is **Time of Award (TOA)**. Award Fee earned shall be based upon an evaluation and determination by the Government as to the Contractor's level of performance in accordance with the procedures set forth in Section H.2 of this contract.
- b.2.4 Government's Maximum Obligation: The Estimated Cost-Plus-Base Fee-Plus Maximum Award Fee Obtainable for the Base Year of this contract is **To Be Inserted at Time of Award (TOA)**. This represents the Government's MAXIMUM OBLIGATION under this contract.
- b.2.5 Total Contract Value/Government's Maximum Obligation if all Options are Exercised: If the Government exercises its options pursuant to Section H.1.b of this contract, the Government's MAXIMUM obligation represented by the sum of the Estimated Cost-Plus-Base Fee-Plus Maximum Award Fee Obtainable, will be increased as follows:

Period of Performance	Estimated Cost	Base Fee	Award Fee Possible	Total Est. Cost Plus Fees
Base Year (9/1/08-8/31/09)				
OPT 1 (9/1/09-8/31/10)				
OPT 2 (9/1/10-8/31/11)				
OPT 3 (9/1/11-8/31/12)				
OPT 4 (9/1/12-8/31/13)				
Total 5 Years (if options exercised)				

b.2.6 Total Funds Currently Available

Total funds currently allotted to and available for payment and obligated to this contract are **Time of Award (TOA)** of which **Time of Award (TOA)** represents the Estimated Cost; **Time of Award (TOA)** represents the Base Fee; **Time of Award (TOA)** represents the Maximum Award Fee Obtainable. See the LIMITATION OF FUNDS clause incorporated herein.

Period of Performance	Estimated Cost	Base Fee	Award Fee	Total
This Action (9/1/08-8/31/09)				
Total				

b.2.7 It is estimated that the amount currently allocated to the contract will cover performance of the contract through **Time of Award (TOA)**.

b.2.8 The Contracting Officer may allot additional funds to the contract without the concurrence of the contractor. For further provisions on funding, see the LIMITATIONS OF COST AND THE ALLOWABLE COST AND PAYMENT (AND FIXED FEE) clauses incorporated into the contract.

b.2.9 Summary of Funding

Period	Element	Negotiated Amount	Amount Funded this Action	Total Amount Funded	Remainder to be Funded
Base Year (date)	Estimated Cost				
	Base Fee				
	Award Fee				
Base Year	Total				
Option 1 (date)	Estimated Cost				
	Base Fee				
	Award Fee				
Option 1	Total				
Option 2 (date)	Estimated Cost				
	Base Fee				
	Award Fee				
Option 2	Total				
Option 3 (date)	Estimated Cost				
	Base Fee				
	Award Fee				
Option 3	Total				
Option 4 (date)	Estimated Cost				
	Base Fee				
	Award Fee				
Option 4	Total				
Total					

B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

- a. Notwithstanding the clauses ALLOWABLE COST AND PAYMENT, incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:
- (1) Acquisition, by purchase or lease, of any interest in real property;
 - (2) Special rearrangement or alteration of facilities;
 - (3) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property) regardless of acquisition value;
 - (4) Purchase or lease of any personal computer, related item of hardware, or software, regardless of dollar value;
 - (5) Travel to attend general professional meetings;
 - (6) Foreign Travel - See paragraph b.(2);
 - (7) Any costs incurred prior to the contract's effective date;
 - (8) Rental of meeting space not otherwise expressly authorized by the contract;
 - (9) Any formal subcontract arrangements above the simplified acquisition threshold (\$100,000), any cost-reimbursement subcontract regardless of cost, or not otherwise expressly provided for in the contract;

- (10) Consultant fees in excess of \$400/day,
- (11) Cost of delivery of any vouchers under the contract using other than the USPS Standard mail service;
- (12) Airfare in excess of \$1,000.
- (13) Cost of food and/or light refreshments for meetings, not including per diem cost.

b.3.2 Travel Costs

(1) Domestic Travel

- (a) Contractor costs for travel, including lodging, subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for under the contractor's travel policies, and further travel expenses incurred by the Contractor exclusively in direct performance under this contract shall not exceed:
 - 1. Cost of air travel by most direct route, using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impracticable (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expenses offsetting the savings on fare, or would not make necessary connections); or
 - 2. Cost of rail travel by most direct route, coach class or nearest equivalent; or
 - 3. Cost of travel by privately owned automobile. However, reimbursement for transportation by this means shall not exceed the cost of 1. or 2. above, whichever is less.
- (b) The cost of travel by privately-owned automobile shall be reimbursed at the Government mileage rate allowed Federal employees and in effect at the time incurred in lieu of actual costs. However, reimbursement for transportation by this means shall not exceed the otherwise allowable comparative costs of travel by common carrier.
- (c) No funds provided under this contract shall be used for reimbursement of travel expenses incurred by Government employees.
- (d) All travel arrangements shall be made by the Contractor utilizing Government rates when that rate is the lowest available. Should the Government's rate not be the best price, in such cases as discount and/or super saver airfare, then the lowest price will dictate. Any refunds, rebates, or other benefits provided by airlines, hotels, etc., as a result of travel arrangements made under this contract shall be applied to the contract and shall not revert to the Contractor or the Contractor's affiliates. The Contractor shall cite in any claim for reimbursement of travel costs the source of the rate used.

(2) Foreign Travel

Requests for foreign travel must be submitted at least six weeks in advance, and shall contain the following: (a) meeting(s) and place(s) to be visited, with costs and dates; (b) names and titles of contractor personnel to travel and their functions in the contract project; (c) contract purposes to be served by the travel; (d) how travel of contractor personnel will benefit and contribute to accomplishing the contract project, or will otherwise justify the expenditure of SAMHSA contract funds; (e) how such advantages justify the costs for travel and absence from the project of more than one person if such are suggested; and (f) what additional functions may be performed by the travelers to accomplish other purposes of the contract and thus further benefit the project.

B.4. ADVANCE UNDERSTANDINGS

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

To be Negotiated.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, SECTION J, ATTACHMENT 1, attached hereto and made a part of this Contract.

SECTION D - PACKAGING, MARKING AND SHIPPING

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

D.1. PACKAGING, AND MARKING

a. Slides (and other transparencies)

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

b. Audio Cassettes, Videotapes, and Film

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

c. Photographs

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

d. Storyboards

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

D.2. SHIPPING

a. Oversized envelopes and other containers

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

D.3. All of the above required deliverables shall be marked "Contract No. **To Be Determined**" and shall indicate the contract title. All deliverables shall be made to the SAMHSA Project Officer at the following address:

Time of Award (TOA)

1 Choke Cherry Road, Room **Time of Award (TOA)**
Rockville, Maryland 20857

SECTION E - INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

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

Time of Award (TOA)

1 Choke Cherry Road, Rm. **Time of Award (TOA)**
Rockville, Maryland 20857

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

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

FAR Clause No. 52.246-5, INSPECTION OF SERVICES-COST REIMBURSEMENT (APRIL 1984).

SECTION F - DELIVERIES OR PERFORMANCEF.1. PERIOD OF PERFORMANCE

Performance of this contract shall begin on **Time of Award (TOA)**, and shall not extend beyond the estimated completion date of **Time of Award (TOA)**, unless the period is extended by modification of the contract. See Section H.1 regarding potential Option periods: Option 1 extends the contract through **Time of Award (TOA)**, Option 2 extends the contract through **Time of Award (TOA)**, Option 3 extends the contract through **Time of Award (TOA)**, and Option 4 extends the contract through **Time of Award (TOA)**.

F.2. DELIVERIES

- a. Satisfactory performance of this contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:
- (1) The items as described in SECTION C, STATEMENT OF WORK Attachment 1, shall be delivered in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING AND MARKING, of this contract]:

Note: Unless noted otherwise, 2 copies of each deliverable is required. Due Dates are calendar dates (not business days.)

Item	Task	Qty	Delivery
1	Agenda for contractor meetings (Task A-1)	4	NLT 2 weeks before meeting
2	Presentations for DTAB Meetings (Task A-2)	4	NLT 1 week before DTAB
3	Participate in meetings with foreign laboratories (Task A-3)	2	To be scheduled
4	Standard Operating Procedure Manual (Task B-1)	1	NLT 3 months after EDOC
5	Establish security system (Task B-2)	1	NLT 3 months after EDOC
6	Distributing documents (Task B-3)	12	To be scheduled
7	Materials for FOIA requests (Task B-4)	2	To be scheduled
8	Revise NLCP documents (Task B-5)	6	NLT 6 months after EDOC
9	Assist in revising the Mandatory Guidelines (Task B-6)	1	To be scheduled
10	Conduct workshop to train new inspectors (Task C-1)	1	To be scheduled
11	Conduct continuing education workshop for inspectors and to inform laboratory directors (Task C-2)	2	To be scheduled
12	Conduct special projects (Task D)	12	To be scheduled
13	Conduct specimen investigations (Task E)	25	As requested by GPO
14	Conduct special inspections (Task F)	2	As requested by GPO
15	Provide laboratory inspection list (Task G-1)	12	NLT 1 month before month scheduled
16	Provide performance testing status report (Task G-2)	4	NLT 1 month after results received
17	Provide laboratory event history report (Task G-3)	1	NLT 1 month after the 12-month period
18	Provide actual inspection cost report (Task G-4)	4	NLT 1 month after the quarter

Item	Task	Qty	Delivery
19	Provide a copy of the trained inspector list (Task G-5)	4	NLT 2 weeks after the 3-month period ends
20	Assist the GPO with appeals (Task H)	2	As requested by the GPO
21	Provide NLCP application packages (Task I)	20	As requested by laboratories
22	Prepare an IT Plan (Task J)	1	NLT 1 month after EDOC
23	Prepare an IT Security Plan (Task J)	1	NLT 1 month after EDOC
24	Evaluate application packages (Task K)	20	As submitted by laboratories
25	Prepare laboratory certification letters (Task K)	20	As necessary
26	Review and approve Responsible Person qualifications (Task L)	25	As necessary
27	Schedule laboratory inspections (Task M-1)	120	As required
28	Conduct special laboratory inspections (Task M-2)	6	As requested by the GPO
29	Reimburse inspectors (Task M-3)		As required
30	Prepare final inspection reports (Task M-4a)	120	NLT 2 weeks after receiving inspector reports
31	Prepare contractor cover letters (Task M-4b)	120	NLT 2 weeks after receiving inspector reports
32	Prepare remedial action letters (Task M-4b)	60	NLT 2 weeks after receiving information from the laboratory
33	Prepare sets of PT samples (Task N-1)	260	To be scheduled
34	Prepare PT reports (Task N-2)	260	To be scheduled
35	Prepare PT remedial action letters (Task N-3)	60	To be scheduled
36	Identify reference laboratories to be used (Task N-4)	1	NLT 1 month after EDOC
37	Transition/Transfer Activity (Task O) (applies only to last Option Year)	1	NLT 3 months before the contract expires

This delivery schedule will be repeated for each of the twelve (12) month options, if the options are exercised.

If the Contractor is unable to meet the delivery schedule stated because of unforeseen difficulties, notwithstanding the exercise of good faith and diligent efforts in performance of the work, the Contractor shall immediately notify the Contracting Officer in writing of the anticipated delay, the reason for the delay, and the expected date of delivery.

Concurrent with submission of the required number of copies of each report to the Project Officer, the contractor shall submit one copy of the monthly, annual report and final reports to the Contracting Officer at the following address:

Time of Award (TOA)

Contract Specialist
Division of Contracts Management
Office of Program Services, SAMHSA
1 Choke Cherry Road, Rm. **Time of Award (TOA)**
Rockville, MD 20857

In addition to those deliverables referenced in Attachment 1 and applicable to the Statement of Work, the Contractor shall submit the following items in accordance with the stated delivery schedule:

Description	Type/Quantity	Schedule
Property Report HHS Form 565	1 to CO, 1 to Property Officer	Each year on October 30 th
<u>Standard Form 294 – Subcontracting Report for Individual Contracts</u> . This report is to be submitted semiannually	1 to CO, and 1**	April 30 th October 30 th
<u>Standard Form 295 – Summary Subcontracting Report</u> – This report is to be submitted annually.	1 to CO and 1***	Thirty days after the close of the Federal fiscal year (September 30)

** One copy to the Contracting Officer and the original to SAMHSA Small Disadvantaged Business Utilization Specialist, Room 16C-24, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857.

F.3 STOP WORK ORDER

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

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

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. PROJECT OFFICER

The following project officer(s) will represent the Government for the purpose of this contract:

Project Officer

To Be Inserted

Center for **To Be Inserted**

1 Choke Cherry Road,

Rm. **To Be Inserted**

Rockville, MD 20857

Phone: **To Be Inserted**

Fax: **To Be Inserted**

Email: **To Be Inserted**

Alternate Project Officer

To Be Inserted

Center for **To Be Inserted**

1 Choke Cherry Road,

Rm. **To Be Inserted**

Rockville, MD 20857

Phone: **To Be Inserted**

Fax: **To Be Inserted**

Email: **To Be Inserted**

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

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

The Government may unilaterally change its project officer designation.

G.2. KEY PERSONNEL

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

<u>NAME</u>	<u>TITLE</u>	<u>PERCENTAGE OF TIME</u>
-------------	--------------	---------------------------

To Be Inserted

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

G.3. INVOICE SUBMISSION

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

a. **The Contractor agrees to provide a Contact Name and Phone Number on every invoice**

b. **The contractor shall submit an original and one (1) copy of its invoice(s) to:**

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

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

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

Project Officer
Substance Abuse and Mental Health Services Administration
1 Choke Cherry Road, Room _____
Rockville, MD 20857

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

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

Chief , Commercial Payment Section
General Accounting Branch
5600 Fishers Lane, Room 16A-12
Rockville, MD 20857

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

Department of Health and Human Services
Program Support Center (PSC)
Accounting and Finance Branch
Parklawn Bldg., Room 16-36
5600 Fishers Lane
Rockville, Maryland 20857
(301) 443-6766
(301) 480-5089 fax

G.4. INDIRECT COST RATES

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

To Be Inserted

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

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

Billing Rate

To Be Inserted

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

G.5. GOVERNMENT PROPERTY

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

The Contract's Property Management Officer is:
Mike Daniels, Leader Logistics Team
Division of Administrative Services, OPS, SAMHSA
1 Choke Cherry Road, Room L-1019
Rockville, Maryland 20857

- b. Upon completion of this contract, and throughout the contract as requested, the Contractor agrees to furnish to the Contracting Officer, without delay, the inventory schedule covering all Government Data furnished or acquired for use in the performance of the predecessor contract. Title to all data acquired or furnished under the predecessor contract and now accountable under this contract shall vest and remain vested in the Government.
- c. The following property is being transferred from Contract 277-03-0044:
 1. Widmer N-3 Automatic Numbering Machine (1)
 2. Leica model 10400A TS meter refractometer (2)
 3. Data Mate MC 1000 Microfiche reader/printer (1)

These items will be transferred from the current Contractor to the new Contractor after award of the contract

G.6. ELECTRONIC FUNDS TRANSFER PAYMENT METHOD

The information required by FAR Clause 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (May 1999), shall be submitted to the following address:

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

G.7. PUBLICATION CLEARANCE REQUIREMENTS

1. Concept Clearance Requirement:

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

2. Writer/Editor Requirement:

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

3. Manuscript/Galley Requirement:

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. OPTIONS

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor for up to **(Insert Number of Option Years at Time of Award)** additional years, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises these options, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

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

H.2. Performance Based Contract Plan

a. Introduction

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

b. Award Fee Plan

The contractor will receive a small base fee and will be eligible for an award fee, which will be tied to the achievement of the performance objectives and targets specified. The award fee determinations are not subject to the Disputes Clause (FAR 52.233-1). The Agency's decision to pay or not to pay Award Fee in no way alters the contractor's responsibilities to perform any functions or produce any deliverables required by the contract. The Agency's decision to pay or not to pay award fee in no way alters the Department's obligation to pay the contractor for satisfactory deliverables in accordance with the contract. The distribution of the award fee, in whole or in part, will occur annually at the end of each contract year, based on the Government's evaluation of whether the Contractor has met or exceeded the performance standards, in accordance with the Quality Assurance Surveillance Plan, at Attachment 2. Award Fee is available for services and products identified below:

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

Service/Product/Task	Award for Evaluation Unacceptable Reduces fee by \$1,000 annually per unacceptable rating (can affect base fee).	Award for Evaluation Satisfactory 0%* Satisfactory Plus 40%*	Award for Evaluation Excellent 80%*	Award for Evaluation Superior 100*
Meeting with the Government Project Officer (GPO)/Prepare plan of performance A1-A3	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Establish expert panel/meetings B1-B6	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Identification, recruitment and use of specialized consultants C1-C2	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Special Projects D	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Specimen Investigations E	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Special Inspections F	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Special reports and accounting G	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Appeals H	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
NLCP Applications I	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Cost Tracking System/Database J	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Evaluation of Applications K	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Responsible Person (RP) Qualifications L	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Inspections, reports, analyses, testing , samples M1-M4 N1-N4	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Turnover and transition work O	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Contract Management	Each Pool gets 1/15 of the available award fee for the current year. The evaluation rating will be that % of the 1/15 of the available award fee.			
Total Award Fee Available	See Chart in Section B.2.5 for Total Award Fee Available			

* **Percentage of Award Fee that can be actually awarded at this score.**

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

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

Definition of Rating	Adjective Rating	Numerical Rating	Fee %
<u>Superior</u> - Contractor's performance exceeds standards by substantial margin, the monitor can cite few areas for improvement, all of which are minor.	Superior	90 - 100	100%
<u>Excellent</u> - Contractor's performance exceeds standard, and although there may be several areas for improvement, these are more than offset by better performance in other areas	Excellent	80 - 89	80%
<u>Satisfactory</u> - Contractor's performance is standard and area's for improvement are approximately offset by better performance in other areas.	Satisfactory Plus Satisfactory	70 - 79 61 - 69	40% 0%
<u>Unacceptable</u> - Contractor's performance is less than standard by a substantial margin, and the monitor can cite many areas for improvement which are not offset by better performance in other areas. Less satisfactory performance would be unacceptable.	Unacceptable	Below 60	Unacceptable Performance Reduces Fee by 5% per 12 month period per unacceptable task (this can affect base fee)

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

H.3. PRIVACY ACT

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

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

The Privacy Act is applicable to the records kept by the Contractor on paying honorarium and/or per diem to Consultants. The Contractor shall destroy these records in accordance with the provisions of the Privacy Act after contract closeout has occurred and the accounting record retention requirements of the Internal Revenue Service and the General Accounting Office have been met.

H.4. SALARY RATE LIMITATION LEGISLATION PROVISIONS

Pursuant to P.L. 110-161, no Fiscal Year 2008 (October 1, 2007 – September 30, 2008) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is \$191,300 per year for the period of January 1, 2008 through December 31, 2008. Effective January 1, 2008, this amount increased to \$191,300. Applications and proposals with categorical direct cost budgets reflecting direct salaries for individuals in excess of Executive Level I per year will be adjusted in accordance with the legislative salary limitation. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 110-161 states in pertinent part:

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

Contractors shall absorb that portion of an employee's salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$191,300 a year.

H.5. ADP SYSTEMS SECURITY REQUIREMENTS

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

NOTE: An on-line version of the DHHS AIS Security Program Handbook is available at

<http://www.ahcpr.gov/downloads/pub/contract/rfp010006.doc>

On-line versions of the Computer Security Act of 1987 and the Office of Management and Budget's Circular A-130, Appendix III ("Security of Federal Automated Information Systems") are available at

<http://www.oir.nih.gov/security/aissp.html>

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

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

Administrative procedures to guard data integrity, confidentiality, and availability – these are documented, formal practices to manage the selection and execution of security measures to protect data and the conduct of personnel in relation to the protection of data, and

Physical safeguards to guard data integrity, confidentiality, and availability – these relate to the protection of physical computer systems and related buildings and equipment from fire and other natural and environmental hazards, as well as from intrusion. Physical safeguards also cover the use of locks, keys, and administrative measures used to control access to computer systems and facilities.

Technical security services to guard data integrity, confidentiality, and availability – these include the processes that are put in place to protect and to control and monitor information access, and

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

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

H.6. EPA ENERGY STAR REQUIREMENTS

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

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

H.7. PURCHASE OF INFORMATION RESOURCE TECHNOLOGY

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

H.8. SOFTWARE IMPLEMENTATION

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

H.9. VIRUS PROTECTION

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

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

H.10. COMPLIANCE WITH SAMHSA/DIRM GUIDELINES

The Contractor shall use software that meets SAMHSA guidelines: specifically, the system(s) will be PC compatible; operate in a Windows environment; and use WordPerfect, Lotus, PowerBuilder or other software consistent with SAMHSA Division of Information Resource Management (DIRM) standards. The Contractor shall at all times maintain compliance with current DIRM standards, which may change over the duration of this contract. Any deviation from the SAMHSA standard should be negotiated with DIRM.

H.11. FTS 2001

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

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

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

H.12. OWNERSHIP OF MATERIALS AND DISPOSITION OF DATA

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

H.13. ACCESSIBILITY

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

H.14. CORRESPONDENCE PROCEDURE

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

- (1) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence which proposes or otherwise involves waivers, deviations, or modification to the requirements, terms or conditions of this contract) shall be addressed to the Project Officer, with an information copy of the basic correspondence to the Contracting Officer.
- (2) Other Correspondence. All other correspondence shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the Project Officer.
- (3) Subject Line (s). All correspondence shall contain a subject line, commencing with the contract number as illustrated below:

SUBJECT: Contract No. **Time of Award (TOA)**
Request for Approval of

H.15. INVOICE INSTRUCTIONS

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

- (1) Contractor's name and invoice date. All invoices shall include the signature of a person authorized to bind your organization.
- (2) Contract Number, or other authorization for delivery of property and/or services.
- (3) Description, cost or price, period of performance and quantity of property and/or services actually delivered or rendered.
- (4) Shipping and Payment terms.
- (5) Other Substantiating documentation or information as required by the contract.
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment inquiries are to be sent.
- (7) And to further specify the following line items
Direct Labor (List by individual and current and cumulative amount for each.)
Fringe Benefits (Cite rate)
Supplies
Travel (Provide detail) specify transportation costs, per diem & misc.
Reimbursement of travel costs shall, at a minimum, include the following, as they apply: Individual traveling, location traveled from, location traveled to, departure time, dates of travel, mode and cost of transportation, daily per diem rate, number of days of per diem, hotel rate (indicate whether rate is inclusive or tax or list tax separately), number of nights at hotel, rental car rate, POV mileage rate and number of miles, honorarium rate and number of days receiving honorarium.
Other Direct Costs
Consultants (identify & cite authorization) specify rate and amount
Subcontract Costs (identify and provide detail)
Indirect Costs by Category (Cite rate)
Fee (if any)
TOTAL COSTS

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

H.16. PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one

page, or less than 25,000 production units in the aggregate of multiple pages will not be deemed to be printing. A production unit is defined as one sheet, size 8½ by 11 inches, one side only, and one color.

H.17. LATE PAYMENTS TO THE GOVERNMENT

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

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

H.18. SUBCONTRACTING PLAN PROVISIONS –

a. Small Business and Small Disadvantaged Business Subcontracting Plan

- (1) The Small Business and Small Disadvantaged Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.
- (2) The failure of any contractor or subcontractor to comply in good faith with the Clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such Contract or Subcontract.

b. Small Disadvantaged Business (SDB) Participation Plan

- (1) The Small Disadvantaged Business (SDB) Participation Plan, dated _____ is attached hereto and made a part of this contract.
- (2) In compliance with FAR 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
- (3) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219 25, entitled "Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting" incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

c. Subcontracting Reports

- (1) The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <http://www.esrs.gov>) following the instructions in eSRS as supplemented by agency regulations;

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

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

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

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

April 25th
October 25th

H.19. OMB CLEARANCE

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

H.20 PERSONNEL BACKGROUND INVESTIGATION REQUIREMENTS

(Included at Time of Award).

1. BACKGROUND

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

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

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

This information is to be mailed to:

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

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

Questions may be directed to 301-443-5650.

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

H.21 STANDARDS OF CONDUCT

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

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

H.22 Conference Material Disclaimer

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

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

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

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

FAR Clause No. Title and Date

52.202-1	Definitions (JULY 2004)
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEPT 2007)
52.204-4	Printing or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (OCT 2003)
52.204-8	Annual Representations and Certifications (JUL 2006)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-1	Instruction of Offerors – Competitive Acquisition (JAN 2004)
52.215-2	Audit and Records - Negotiation (JUNE 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$650,000)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$650,000)
52.215 14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustment and Asset Reversions (OCT 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of plans for Post retirement Benefits Other Than Pensions (PRB) (JULY 2005)
52.215-19	Notification of Ownership Change (OCT 1997)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.217-7	Option for Increased Quantity–Separately Priced Line Item (MAR 1989)
52.217-8	Option to Extend Services (NOV 1999)
52.217-9	Option to Extend the Term of the Contract (MAR 2000)
52.219-4	Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (JULY 2005)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (NOV 2007)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990)
52.222-3	Convict Labor (JUN 2003)

52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (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)
52.223-6	Drug Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.225-13	Restrictions on Certain Foreign Purchase (FEB 2006)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copy Right Infringement (DEC 2007)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (DEC 2007)
	Alt I (DEC 2007)
	Alt II (DEC 2007)
	Alt III (DEC 2007)
	Alt V (DEC 2007)
52.228-7	Insurance – Liability to Third Persons (MAR 1996)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
	(The following clause shall apply if the contract is fully funded)
52.232-20	Limitation of Cost (APR 1984)
	(The following clause shall apply if the contract is incrementally funded)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003), Alternate (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996), Alternate I (JUNE 1985)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (JUNE 2007)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, Labor-Hour Contract) (MAY 2004)
52.246-5	Inspection of Services - Cost Reimbursement (APRIL 1984)
52.246-25	Limitation of Liability Services (FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
55.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

<u>HHSAR Clause No.</u>	<u>Title and Date</u>
352.202-1	Definitions (JAN 2006) Alternate I (JAN 2006)
352.216-72	Additional Cost Principles (JAN 2006)
352.223-70	Safety and Health (JAN 2001)
352.224-70	Confidentiality of Information (APR 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (JAN 2006)
352.232-75	Incremental Funding (JAN 2006)
352.233-70	Litigation and Claims (JAN 2006)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to persons with Disabilities (JAN 2001)
352.270-5	Key Personnel (JAN 2006)
352.270-6	Publication and Publicity (JAN 2006)
352.270-7	Paperwork Reduction Act (JAN 2001)

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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>NO. PAGE</u>
1. Statement of Work	15
2. Quality Assurance Surveillance Plan	6
3. Voucher Review Sheet	1
4. Packing and Delivery of Proposal	1
5. Billing Instructions	7
6. SF LLL-A, Disclosure of Lobbying Activities	4
7. Contact Points	1
8. Breakdown of Proposed Estimated Cost (Plus Fee) and Labor Hours	2
9. Proposal Intent Response	1
10. Government Notice for Handling Proposals	1
11. Privacy Act - Systems Notice 09-30-0049	9
12. Client Letter – example	1
13. Contractor Evaluation Forms	3
14. IT/FIPS Cost Sheet	12
15. Small Business Subcontracting Plan	7
16. Reference Materials	2

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS

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

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

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

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

2. Annual Representations and Certifications (FAR 52.204-8) (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541690**.

(2) The small business size standard is **\$6.5 million**.

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

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

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

(i) Paragraph (c) applies.

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

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

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**1. GENERAL INFORMATION**

1. INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION

1. (FAR Clause 52.215-1) (Jan 2004)

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

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

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

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

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

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

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

RFP No. 277-08-0208

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

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

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

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

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

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

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

- (2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

“Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation.”

- (3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.
- (f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (6) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
 - (7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
 - (8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
 - (9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

It is anticipated the one award will be made from this solicitation and that the award will be made on/about **September 1, 2008.**

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

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

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

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

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

D. COMMUNICATIONS PRIOR TO CONTRACT AWARD

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

The technical contact for additional information and answering inquiries is the Contracting Officer. All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **March 31, 2008.** Answers to questions shall be sent to the prospective offeror by solicitation amendment. Mail inquiries to:

Mailing Address
Substance Abuse and Mental Health Services Administration, DHHS
Division of Contracts Management, OPS
1 Choke Cherry Rd Bldg, Rm 7-1051
Rockville, MD 20857
Attn: Tracy Davidson

Offerors may e-mail questions to Tracy.Davidson@samhsa.hhs.gov. The offeror is responsible for confirming receipt of electronic mail. In addition, the offeror shall also fax the questions to (240) 276-1510.

E. COMMITMENT OF PUBLIC FUNDS

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

F. PREPARATION COSTS

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

G. REFERENCE MATERIALS

There are Reference Materials listed as an attachment. There is a Reading Room available. Contact Tracy Davidson at 240/276-1509 to make an appointment to review the materials. The reading room will be open Monday through Friday; 9am to Noon and 2pm to 4pm; March 20, 2008 through April 18, 2008. It is located at 1 Choke Cherry Road, Room 7-1066, Rockville, MD 20857. No facilities for copying will be made available.

H. ESTIMATE OF EFFORT

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately **9,125 hours**, annually. In addition, there will be other costs reimbursed by laboratory fees. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

The offeror is responsible to propose the level of effort that is determined to be appropriate for the work stipulated. If the offeror is in the competitive range the level of effort could be a negotiation issue.

I. RELEASE OF INFORMATION

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

2. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

a. Introduction

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

(1) Contract Type and General Clauses

It is contemplated that a **Cost plus Award Fee**, completion type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in Attachment 4 entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order.

(3) COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or copy.

(4). TECHNICAL PROPOSAL

The technical proposal should consist of a cover page, a table of contents, an executive summary, numbered pages, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

The technical proposal shall not exceed 100 pages in length. Any Appendix to the technical proposal shall not exceed 100 pages in length. Resumes should be limited to two pages. These page limitations include all exhibits, graphs, charts, etc. Any material in excess of these restrictions will not be read or evaluated.

(5) BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

(6) Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. **The technical proposal shall not reference cost, however, resource information, such as data concerning estimated numbers of labor-hours and categories, materials, subcontracts, travel, etc., should be contained in the technical proposal so that the offeror's understanding of the project may be evaluated.** However, the technical proposal shall not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible within the page limit constraints, including, but not limited to, the requirements of the technical proposal instructions.

(7) Evaluation of Proposals

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

(8) Potential Award Without Discussions

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

(9) Privacy Act

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

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

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

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

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

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of SAMHSA contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

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

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

b. Selection of Offeror

- a) The acceptability of the technical portion of your contract proposal will be evaluated by a technical review committee. The committee will evaluate your proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b) The business portion of your contract proposal will be subjected to a cost, cost realism and price analysis. Proposed costs which are found to be unrealistic may be adjusted, in order to allow better evaluation of the total price of the offer.
- c) If award will be made without conducting discussions, you may be given the opportunity to clarify certain aspects of their proposal or to resolve minor or clerical errors.

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

e) Salary Rate Limitation Legislation

Pursuant to P.L. 110-161, no Fiscal Year 2008 (October 1, 2007 – September 30, 2008) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is \$191,300 per year for the period of January 1, 2008 through December 31, 2008. Effective January 1, 2008, this amount increased to \$191,300. Applications and proposals with categorical direct cost budgets reflecting direct salaries for individuals in excess of Executive Level I per year will be adjusted in accordance with the legislative salary limitation. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 110-161 states in pertinent part:

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

Contractors shall absorb that portion of an employee's salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$191,300 a year.

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

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

<http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- i.52.215-16 Facilities Capital Cost of Money (OCT 1997)
- ii.52.215-8 Order of Precedence-Uniform Contract Format (OCT 1997).

B. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

a. Recommended Technical Proposal Format

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

- (1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover.

One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.
- (2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) Introduction: This should be a one or two page executive summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.
- (4) Technical Discussion: The offeror should prepare a technical discussion which addresses the evaluation criteria listed in Section M. The offeror shall further state that no deviations or exceptions to the SOW are taken. The technical discussion included in the technical proposal should also respond to the items set forth below:
 - (a) Objectives: State the overall objectives and the specific accomplishments or key events you hope to achieve. Indicate the rationale for your plan, and relationships to comparable work in progress elsewhere. Review pertinent work already published, if any, which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.
 - (b) Approach: Use as many subparagraphs, appropriately title, as needed to clearly outline the general plan of work. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must explain your proposed technical approach in conjunction with the tasks to be performed in achieving the project's objectives.
 - (c) Methods: Describe in detail the methodologies you will use for the project indicating: your level of experience with each; areas of anticipated difficulties; and approaches to be utilized to minimize such difficulties and any unusual expenses you anticipate.
 - (d) Schedule: Provide a schedule for completion of the work and delivery of items specified in the SOW. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar

months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

- (e) **Management Plan:** The offeror shall provide an implementation plan detailing how the offeror will use personnel, facilities, and other resources in accomplishing the required effort. Appropriate flow charts and documentation shall be provided in sufficient detail to clearly describe the types of personnel to be employed, the labor hours proposed for each, their responsibilities, and how these personnel will be utilized and managed. **Flow charts and person loading charts are considered essential for clarity.**

The offeror shall also demonstrate how various contract-related administrative processes will be conducted, indicating lines of authority and the positions (individuals) who will be responsible for coordinating with Government personnel. The processes to be described should include as a minimum the following: subcontracting procedures and approval requests, vouchering, processing of contract documents and other general administrative contract actions or changes. Coordination with proposed subcontractors, including monitoring or performance, shall also be described.

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

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

OFFERORS SHOULD ASSURE THAT THE PROJECT DIRECTOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

- (1) Project Director

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

(2) Other Professionals

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

(3) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired contingent upon award should include:

- The specific items or expertise they will provide.
- Their availability for the project and the amount of time anticipated.
- Willingness to act as a consultant or employee.
- How rights to publications and patents will be handled (if appropriate).

(4) Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, and specific or technical accomplishments. Resumes should not exceed 2 pages.

(g) Corporate Capabilities, Facilities and Equipment

(1) The Offeror should demonstrate that adequate facilities, space and equipment (personal computers, laptop computers, modems, word processing, xerographic, facsimile) are available for the accomplishment of project goals and objectives. In addition to computer hardware, the offeror should demonstrate that it has the necessary software capability for the accomplishment of project goals and objectives.

(2) Record and discuss specific factors not included elsewhere in your proposal which you feel are important and support your proposal such as unique arrangements, operating procedures, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.

(h) Other Considerations

Record and discuss specific factors not included elsewhere in your proposal which you feel are important and support your overall technical approach.

C. BUSINESS PROPOSAL INSTRUCTIONS

1. General

The offeror shall submit as part of your proposal a separate enclosure titled "Business Management and Cost/Price Proposal." One business proposal with original signature plus the number of copies requested in the

RFP cover letter shall be submitted. The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts. The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, ODC's, indirect costs and rate, and fee.

SPECIAL NOTE: PLEASE PROVIDE BUDGETS AS FOLLOWS: A 12- MONTH BUDGET FOR EACH YEAR OF THE CONTRACT (INCLUDING OPTIONS), AND A CUMULATIVE BUDGET

2. Business Proposal Data

A cover sheet must be completed and submitted together with a detailed breakdown of estimated costs for each year. The offeror should furnish a breakdown by cost element as indicated below. In addition, a cover sheet and cost breakdown should be furnished for contract summary total amounts. As appropriate, cost breakdowns should be provided for the following cost elements:

(i) Direct Labor

The estimated cost for all personnel who will be assigned for direct work on this project should be included. **Give the name, title, hours, percent of effort, salary and fringe benefits for each employee.**

Salary increases that are anticipated during performance of a resultant contract should be proposed as a cost. **If escalation is included, state the degree (percent) and methodology, e.g., annual flat rate applied to a base rate as of a specific date or a mid-pointed rate for the period of performance.** State whether any additional direct labor (new hires) will be required during the performance period of this procurement. If so, state the number required and anticipated date of hire. Also, specify the month and day on which your fiscal year commences.

(ii) Supplies and Equipment

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

(iii) Travel

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

(iv) Consultants and Letters of Commitment

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

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For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled (if appropriate).

(v) Subcontract

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

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

(vi) Other Direct Costs

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

(vii) Indirect Costs

Indicate how you have computed and applied indirect costs, and provide a basis for evaluating the reasonableness of the proposed rates. Where a rate agreement exists, provide a copy. If no rate agreement exists, please indicate the cognizant contracting officer, name, address and phone number.

(viii) IT Costs

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

3. Property:

- (a) It is HHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property,

or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment is proposed to be acquired, the offeror shall include the description, estimated cost of each item.

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

4. Royalties:

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

5. Financial Capacity:

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)

6. Incremental Funding:

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

HHSAR 352.232-75 Incremental Funding (JAN 2001)

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

7. Representations and Certifications:

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

8. Commitments

You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.

9. Performance Capability

The offeror shall provide acceptable evidence of his/her "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in the offeror's current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources, equipment, facilities, or personnel. In addition, the offeror shall indicate his/her ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.

10. Proposals from Subcontractors or Other Collaborative Partners

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

11. SECTION 508 COMPLIANCE:

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

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

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

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

Offerors must propose goods and/or services that meet the applicable provisions of the Access Board's standards as identified by the agency. Alternatively, offerors may propose goods or services that provide equivalent

facilitation. Such offers will be considered to have met the provisions of the Access Board's standards for the feature or component providing equivalent facilitation.

12. Past Performance Information

Offerors shall submit the following information as part of their BUSINESS proposal. Past performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. Experience and past performance are factors which are relevant to the ability of the offeror to perform and are considered in the source selection process. Offerors shall submit the following information as part of the Business Proposal for both the offeror and proposed major subcontractors:

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

Include the following information for each contract or subcontract:

- 1. Name of Contracting Organization
- 2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
- 3. Contract Type
- 4. Total Contract Value
- 5. Description of Requirement
- 6. Contracting Officer's Name and Telephone Number
- 7. Program Manager's Name and Telephone Number
- 8. NAICS Code

- b. Subcontracts - The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as a subcontract in excess of \$500,000. Past performance of any major subcontract shall be weighted by the dollars share of that subcontractor to the entire contract value. The total points for past performance will be apportioned among prime and subcontractors as determined by the dollar share of the organization to the dollars amount of the entire proposal amount, and will be scored based on past performance information.

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

- c. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative ranking will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

No later than the date proposals are due under this solicitation, send a copy of the “Contractor Evaluation Form” (Attachment 13 to this solicitation) to each reference identified above. Ask each reference to complete the form and return it to the Contracting Office as prescribed on the form. Completed forms from references are due ten calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. If additional information is determined necessary, the contracting officer will contact the reference if necessary.

13. Small Business Subcontracting Plan

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

- a) **THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.**
- b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- c) The offeror understands that:
 - (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
 - (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns and that each such aspect of the offeror's plan will be judged independent of the other.

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

lists. Also, the offeror shall describe its efforts to locate small, small disadvantaged, women-owned, and HUBZONE small business concerns and award subcontracts to them.

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

14 Extent of Small Disadvantaged Business Participation

In accordance with FAR part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated in unrestricted acquisitions expected to exceed a total estimated cost of \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.201 and 19.1202). The factor titled "Small Disadvantaged Business Participation Factor" in Section M shall be used for this purpose. SDBs will not be evaluated under this factor unless the SDB concern waives the Price Evaluation Adjustment (PEA) at Subpart 19.11. If the SDB so waives the PEA, it shall be evaluated under this factor, and participation in performance of the contract shall include the work expected to be performed by SDB concerns at the prime contract level. Small Businesses, other than SDBs, will also be evaluated under this factor. Any targets will be incorporated into and become part of any resulting contract.

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

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

- (2) SDB Participation information will be used as an evaluation factor against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will use Past Performance references to obtain information that demonstrates the offeror's realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

SECTION M - EVALUATION FACTORS FOR AWARD

1. **General**

- A. Selection of an offeror for contract award will be based on an evaluation of proposals against two factors. The factors are as follows: technical and cost. Although technical factors are of paramount consideration in the award of the contract, cost/price is also important to the overall contract award decision. In any case, the Government reserves the right to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

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

- B. All proposals will be reviewed in accordance with the governing regulations and SAMHSA policies and procedures. Each proposal will be evaluated on the likelihood of meeting the Government's requirements. The evaluation will be based on the technical and administrative capabilities in relation to the needs of the program and each task and the reasonableness of costs shown in relation to the work to be performed. The evaluation factors in Section M.2. are those that will be applied in the evaluation of each technical proposal including the assigned weight given to each factor.
- C. The Contracting Officer/Specialist will, in concert with program staff, decide if the proposal is in the competitive range. The Government reserves the right to include only those offers that have a good chance of award.

2. **Evaluation Criteria**

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

OFFERORS PLEASE NOTE: The following Evaluation Criteria A through D, for a total of 100 points, will be evaluated by an ad hoc technical review committee, who will also recommend technical acceptability or unacceptability of the proposal.

Criteria E Past Performance (additional 15 points) and Criteria F Small Business Disadvantaged Participation Plan (additional 15 points) will be evaluated on those technically acceptable proposals which have been determined to be included in the competitive range.

Criteria G Section 508 Compliance, will be evaluated on a Pass/Fail basis by SAMHSA staff after the establishment of the competitive range.

<u>Evaluation Criteria</u>	<u>Weight</u>
A) <u>Understanding: the Project and Scope of Issues</u>	15 Points
<ul style="list-style-type: none"> • Proposal demonstrates the offeror's familiarity with and understanding of the work described in the Statement of Work and the technical issues involved in drug testing activities. (5) • The extent to which the proposal reflects an understanding the requirements of the Mandatory Guidelines, the tasks to be performed, and the deliverables specified. (5) • Discussions in the proposal regarding the project are stated clearly and comprehensively. (2) • Proposal, when compared against the Statement of Work, demonstrates consistency of goals, objectives, purposes, and compliance with all project requirements. (3) 	
B) <u>Technical Approach</u>	35 Points
<ul style="list-style-type: none"> • Proposal describes, in detail, how the offeror plans to accomplish each task as described in the Statement of Work. (10) • The offeror's approach to accomplish each task as described in the Statement of Work is acceptable. (5) • Proposal identifies any anticipated difficulties in accomplishing any tasks and provides strategies to deal with them. (5) • Proposal demonstrates the ability of the offeror to satisfy the performance/ delivery schedules. (5) • Proposal demonstrates the ability of the staff to develop and conduct training sessions, providing technical assistance to laboratories, conducting various types of research, and preparing reports, papers, and other documents. (7) • Proposal demonstrates how the offeror will select and train individuals to be inspectors. (3) 	
C.) <u>Key Personnel</u>	35 Points
<ul style="list-style-type: none"> • Project Director demonstrates significant contributions to the field of forensic drug testing, and has achieved a level of recognition through publications and/or presentations at national meetings. Specifically, the Project Director must have a graduate degree in a natural science (e.g, pharmacology, toxicology, chemistry, biology) and appropriate experience in analytical forensic toxicology or be certified as a laboratory director by a State in forensic or clinical laboratory toxicology. (7) • Resumes of personnel are current and complete and clearly demonstrate each individual's qualifications and experience related to the project. (3) • Proposal demonstrates the experience and competence of personnel and any subcontractor personnel in managing a laboratory certification program, in participating in laboratory inspections, and in developing and maintaining a performance testing program. (5) • Proposal demonstrates the ability of personnel to perform the contract requirements independently and objectively. (3) • Proposal demonstrates the ability of personnel to collect, evaluate, and document information related to analytical testing methods and procedures as described in the Statement of Work. (5) • Proposal demonstrates the experience of personnel in conducting research projects which are the same and/or similar to those described in the Statement of Work (5) • Proposal demonstrates the ability of the staff to develop and maintain databases and management information systems, to prepare technical and administrative reports, and to coordinate meetings, travel, and other logistical and administrative services. (5) 	

- Proposal demonstrates the availability of individuals not presently employed by the offeror by providing letters of commitment and resumes. (2)

D.) Management Plan and Facilities 15 Points

- Proposal demonstrates a management plan that is sound and feasible and shows clear lines of responsibility among staff. (5)
- Proposal demonstrates that the proposed staff can satisfy all the requirements of this project in a cost effective manner. (5)
- Proposal demonstrates evidence of the availability of adequate facilities, space, and equipment for accomplishing the Statement of Work. (3)
- Proposal demonstrates the offeror's experience in using consultants and subcontractors, conducting research projects, preparing reports, and maintaining computer databases. (2)

Total Possible Points 100 Points

E. Past Performance 15 Points

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

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

- (a) Quality of product or service - compliance with contract requirements; accuracy of reports and publications; technical excellence. Excellent = there are no quality problems.
- (b) Timeliness of performance - met interim milestones; reliable; responsive to government project officer; responsive to technical direction; completed on time / including wrap-up and contract administration; no liquidated damages assessed. Excellent = there were no unexpected delays.
- (c) Cost control - stayed within budget; current, accurate and complete billings; relationship of negotiated costs to actual costs; cost efficiencies. Excellent = there were no cost issues.
- (d) Business relations - effective management; reasonable/cooperative behavior; effective small/small disadvantaged business subcontracting program; flexible/responsive; effective contractor recommended solutions; business like concern for government's interests. Excellent = response to inquiries, technical/service/administrative issues was effective and responsive.
- (e) Customer satisfaction - satisfaction of end users with the contractor's service. Excellent = 80 percent or more of end users rated the service as excellent or better.

F. Small Disadvantaged Business Participation Plan 15 points

A Small Disadvantaged Business (SDB) is entitled to EITHER the evaluation adjustment allowed by FAR Subpart 19.11 OR credit under the evaluation factor prescribed by FAR 15.304(c)(4) and as explained below. The SDB must waive the price evaluation adjustment in order to get credit under the evaluation factor. This should be done in the Business Proposal cover letter. Further, in order to qualify for either, the SDB must be an SDB under the RFP's SIC code identified in Section K. For a large business to get credit for using an SDB, the SDB must be an SDB for the

tasks that the SDB is being proposed to accomplish. In order for the a small disadvantaged business submitting a proposal as a prime to get these points, it must also offer a small disadvantaged business subcontracting plan.

Small Disadvantaged Business Participation Factor

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

The evaluation will be based on information obtained from the plan provided by the offeror, sources of past performance information (both those provided by the offeror and others identified by the Government), the realism of the proposal, other relevant information obtained from Small Disadvantaged Business (SDB) concerns, and any information supplied by the offeror concerning problems encountered in SDB participation.

Evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime contractor.

The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors.

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

- a. Commitment to use SDB Concerns 5 points

The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e. are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and phone numbers. Enforceable commitments will be weighted more heavily than non-enforceable ones. Targets expressed as dollars and percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified.

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

- b. Complexity of Work 4 points

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

- Cost Realism of SDB Concerns 3 points

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

- Past Performance in using SDB Concerns 3 points

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

Total Possible Points

130 Points

Section 508 Compliance will be evaluated only after establishment of the competitive range. A rating of "Fail" for this factor will result in the proposal being removed from further award consideration.

Evaluation Criteria

Weight

G. Section 508 Compliance

Pass/Fail

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

At a minimum, the proposals must:

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

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

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