

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS - Amendment 1

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

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

52.204-6	Data Universal Numbering Systems (DUNS) Number	APR 2008
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition.	FEB 2007

L.2 The following contract provisions and/or clauses pertinent to this section are hereby incorporated by full text:

52.215-1 -- Instructions to Offerors -- Competitive Acquisition. (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 which 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 modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

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

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the 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).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right

to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

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

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value (trade off) after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with Offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. *Alternate I (Oct 1997)*.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
- (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

**52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
Alternate IV (Oct 2010)**

(a) Submission of certified cost or pricing data is not required.

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

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

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

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

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

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or

market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Provide information described below: If and when “Cost or Pricing Data” or “Information Other Than Cost or Pricing Data” is required, the CO will notify interested Offerors in writing and in accordance with FAR 15.403-3.

52.216-1 Type of Contract (APR 1984)

The anticipated award is a firm-fixed priced contract.

1452.233-2 SERVICE OF PROTEST (JUL 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of Interior/NBC Acquisition Services Directorate
ATTN: William Galvin, Contracting Officer
381 Elden Street, Suite 4000
Herndon, VA 20170
William_Galvin@nbc.gov

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Branch of Acquisitions and Intellectual Property Division of General Law, Office of the Solicitor, 1849 C Street, NW, MS 6456, Washington, D.C. 20240-1050.

L.3 Estimated Contract Award Date

The estimated date of contract award is 8 February 2013. This information is provided to assist the Offeror in pricing their proposal. The Government is not obligated to award the contract on this date.

L.4 Inquires

Offeror is instructed to contact only the solicitation Issuing Office for information about any aspect of the solicitation. Prospective Offerors are cautioned against contacting Government technical personnel in regard to this solicitation prior to award. If such contact occurs and is found to be prejudicial to competing Offerors, the Offeror making such contact may be excluded from award consideration.

FOR SUBMISSION OF QUESTIONS CONCERNING THIS RFP

The opportunity to submit questions ends 3:00pm EDT, **1 October 2012**. Questions shall be submitted electronically only to Christopher_S_Morningstar@nbc.gov and William_Galvin@nbc.gov. All question e-mails shall have “Questions – RFP # D12PS50899” included in the subject line.

PARTNERING/TEAMING LIST

If an Offeror wishes to be incorporated on a potential Offerors list to be considered for subcontracting and partnering opportunities, please submit the below information in its entirety no later than **28 September 2012** to [Christopher S Morningstar@nbc.gov](mailto:Christopher_S_Morningstar@nbc.gov) and [William Galvin@nbc.gov](mailto:William_Galvin@nbc.gov). All e-mail inquiries shall have “Teaming List – RFP # D12PS50899” included in the subject line.

This information will be available to all potential Offerors via posting through the AQD website at www.aqd.nbc.gov/business/openmarket.aspx. It is not required to be listed on the source list to submit a proposal. This is optional and solely intended to be an avenue to facilitate potential subcontracting and partnering opportunities.

Partnering/teaming list submission information requirements

Business name and size, point of contact (name, e-mail address, phone number, etc.)

NOTICE OF INTENT TO PROPOSE

Offerors should notify the Government of their intent to submit a proposal. This notice should be sent no later than **21 September 2012**. The notice of intent to propose is not a prerequisite for submitting a proposal. Notifications should be e-mailed to: [Christopher S Morningstar@nbc.gov](mailto:Christopher_S_Morningstar@nbc.gov) and [William Galvin@nbc.gov](mailto:William_Galvin@nbc.gov) with “Notice of intent to propose on RFP # D12PS50899” as the subject line.

Offeror’s proposal, inclusive of teaming arrangements, shall affirm a currently operating Employee Assistance Program (EAP) call center either most similar to this procurement or representing the proposed technical solution, within the CONUS (city & state).

L.5 Incurring Costs

The CO is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of this solicitation in anticipation of receiving reimbursement from the Government. It is understood that the submitted proposal will become part of the official file on this matter without obligation to the Government.

L.6 Errors and Omissions

Offerors may determine or believe that the solicitation requirements or instructions contain errors, omissions, or are otherwise unsound. In such cases, Offerors shall immediately notify the CO in writing of such errors, omissions, or other issues. Offerors shall provide details and supporting rationale.

L.7 Disposition of Unsuccessful Proposals

In accordance with FAR Subpart 4.8, “Government Contract Files”, the Government will retain the original copy of all unsuccessful submissions and proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful submissions and proposals.

L.8 Proposal Preparation Costs

The Government will not reimburse the Offeror for any costs incurred for the preparation and submission of a proposal in response to this solicitation.

L.9 Proprietary Data Caveat

Offerors submitting proprietary data shall mark such data in accordance with the requirements of FAR Clause 52.215-1(e), “Restriction on Disclosure and Use of Data”, which is hereby incorporated by reference. Offerors shall identify and mark specific pages containing proprietary data with the following caveat:

“USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL”

L.10 Agreement to Mandatory Requirements

All the requirements specified in the solicitation are mandatory. The Government may exercise OPTIONAL requirements in the future. By submitting a proposal, an Offeror is representing that they shall perform all of the non-optional requirements specified in the solicitation and are able to satisfy all OPTIONAL requirements if awarded a contract.

L.11 Organizational and Counselor/Consultant Conflict of Interest

The Offeror shall provide a plan in response to the requirement regarding Organizational and Counselor/Consultant Conflict of Interest in Section H 5. The plan shall include whether an OCI currently exists, as well as whether the Offeror has a plan in place for identifying, avoiding and mitigating the risks for current and future OCIs that may arise during performance of this contract. Offerors shall remain free of any conflicts of interest when issuing referrals to families. All personnel performing under this contract are expressly prohibited from self-referring, and/or referring service members and their families to any counseling practice for which they may have a personal, financial or other interest.

L.12 Assumptions, Conditions, or Exceptions

Offeror shall not make any changes to the solicitation. Notwithstanding the statement at FAR 52.215-1(2)(iii) “A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation”, provide any assumptions, conditions, and exceptions in Volume IV (Administrative Information). The Offeror is advised that submitting any assumptions, conditions or exceptions to the PWS, solicitation requirements, or terms and conditions may have an adverse effect on the evaluation rating.

The Government reserves the right to not accept any assumption(s), condition(s) or exception(s) to this solicitation. If the Offeror does not state any assumptions, conditions, or exceptions, the Government assumes that the Offeror agrees to comply with the requirements, terms and conditions of this RFP. If the Offeror does state assumptions, conditions or exceptions, the Offeror shall identify the requirement(s) and terms; cite the applicable solicitation paragraph; state the reason for the assumption, condition or exception; and provide any other pertinent information.

L.13 Pre-Proposal Conference

The Government held a pre-proposal conference on 1 August 2012. The purpose of the pre-proposal conference was to provide Offerors information and clarification concerning the Government's objectives. Pre-Proposal Conference presentation slides can be found at the following website:
www.aqd.nbc.gov/business/openmarket.aspx

L.14 Submitting the Proposal

There are only two acceptable methods to deliver the proposal. Offerors shall mail or hand-deliver their proposals. Submission of proposals via e-mail or facsimile is *not* authorized. Offerors shall submit proposals in a sealed package and shall clearly mark the outer portion of the sealed package with the information specified below.

Proposal Package Submittal Address

Attn: Mr. William Galvin – Contracting Officer Solicitation # D12PS50899 Department of Interior, National Business Center Acquisition Services Directorate 381 Elden Street, Suite 4000 Herndon, VA 20170-4817

Offeror is responsible for addressing and marking their packages correctly. An improperly marked or incorrectly addressed sealed proposal package may delay delivery and may result in a missed submission deadline.

Offeror shall submit proposals no later than the date and time specified in the below table. The Government reserves the right not to accept proposals received after the submission deadline IAW FAR 15.208.

Proposal Submission Deadline

PROPOSAL VOLUMES	CLOSING DATE AND TIME
Volume I A – Non-Medical Counseling (Factor 1)	All Volumes I, II, and IV (Technical Proposal) are due by 10:00am EDT on 17-30 October 2012.
Volume I B – Call Center/Website Operations (Factor 2)	Technical proposal amendments/modifications are not permitted between 17 October and 30 October 2012.
Volume I C – Program Management (Factor 3)	
Volume II – Past Performance (Factor 4)	
Volume III – Price (Factor 5)	Volume III (Price) is due by 10:00am EDT on 30 October 2012.
Volume IV – Administrative Information	

L.15 SUBMISSION REQUIREMENTS

Your offer **MUST** include the following information on the cover letter. The same information shall be submitted for all proposed sub-contractors:

- A. Company Name and Address
- B. CCR Cage Code (<https://www.bpn.gov/ccr/>)
- C. Dun & Bradstreet Number (DUNS)
- D. Tax Identification Number (TIN)
- E. North American Industrial Classification System (NAICS) Code
- F. Contact Name
- G. Contact E-mail Address
- H. Contact Phone Number
- I. Contact Fax Number

L.16 GENERAL INSTRUCTIONS

1.0 Content: No price information shall be included in any other proposal volume except Volume III Price.

1.1 An Offeror's proposal must be presented in a logical, practical, clear and concise manner. It must contain all pertinent information in sufficient detail to provide a clear understanding of the Offeror's approach. It is the responsibility of the Offeror to present enough information to allow the various work efforts, support, and management approaches, as well as price, to be meaningfully evaluated. The Offeror must include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. The Offeror is advised that quality of information is more important than quantity. Offeror is encouraged to use quantitative terms wherever possible and avoid the use of qualitative and subjective terms to the maximum extent practicable. Proposal volumes must be internally consistent or the proposal may be considered unrealistic and unacceptable.

1.2 All proposals shall clearly illustrate that the Offeror has a thorough understanding of the requirements, associated risks, and is able and competent to devote the resources necessary to meet the requirements, and has valid and practical solutions. Statements that the prospective Offeror understands, can, or will comply with the specifications, and statements paraphrasing the requirements or parts thereof are considered

inadequate and unsatisfactory. Reiteration of the requirement or standard reference material is highly discouraged. The proposal must clearly demonstrate that the Offeror has a thorough understanding of the services required for the complete accomplishment of the tasks detailed in the PWS. Statements that the Offeror understands or will meet the requirements of the PWS or parts thereof will be considered inadequate.

1.3 Any data previously submitted in response to another solicitation should be assumed to be unavailable during this proposal evaluation and source selection process. Proposal data shall not be incorporated into the proposal by referring to another proposal or other source.

1.4 Elaborate brochures, embedded videos or other presentations beyond those sufficient to present a complete and effective proposal, are neither necessary nor desired.

1.5 If a discrepancy exists between the hardcopy of the proposal and the softcopy, the hardcopy will take precedence.

1.6 The proposal shall be valid for not less than 270 calendar days from the proposed due date.

2.0 Format:

2.1 The written proposal shall use no smaller than industry standard word processor 12-point, Times New Roman font. If both sides of a sheet of paper are used, each sheet will be counted as two pages. Volumes shall be printed on 8 1/2 x 11-inch paper. Tables or figures may be printed on fold out sheets (each fold out sheet will count as 2 pages), which shall not exceed 11 x 17 inches. No smaller than 10 point proportional fonts shall be acceptable for tables and graphs. Graphic resolution must be consistent with the purpose of the data presented. CD versions shall be in Microsoft Office 2003 or 2007 compatible format only. The price proposal shall be submitted in Microsoft Excel with formulas included.

2.2 Cover pages, title pages, table of contents, cross reference tables, tab dividers, index tabs, etc. will not be counted as part of the page count so long as they are inserted solely for the purpose of reading ease and locating sections of the proposal. Pages marked: "This page intentionally left blank" will not be counted.

2.3 All printed pages shall contain the phrase: "SOURCE SELECTION INFORMATION – See FAR 2.101 and 3.104" (printed or stamped). All volumes shall be submitted in standard size 3-ring binders that will facilitate the insertion of change pages and additional information provided during the source selection process.

2.4 Each volume should contain the following:

a. Cover and Title Page – The cover and title page which indicates the following:

Offeror's name
RFP number
Volume number
Serial number/copy number

b. Table of Contents – The table of contents must provide sufficient detail to enable the easy location of important elements.

c. Cross-Reference Matrix – The intent of the cross-reference matrix is to assure that all requirements are addressed and easily accessible to the evaluators. The cross-reference matrix must provide a single integrated index for the entire proposal. This matrix format should cross-reference the proposal volumes, books, and paragraphs to specific RFP requirements, PWS, and CLINs. The cross-reference matrix will not be counted towards the page limitations. The format of the cross-reference matrix should be identical for all volumes.

d. Hardcopy and Softcopy Format

d.1 Hardcopy

The Offeror's hardcopy version of the proposals shall be 8.5 inches x 11 inches, not including foldouts. Text shall be single-spaced. The font shall be Times New Roman, the font size shall be no less than 12 point; printed pages shall have at least 1-inch margins on the top and bottom and 3/4 inch side margins. For tables, charts, graphs and figures, any readable font is acceptable, but the font size shall be no smaller than 10 point.

d.2 Foldout Pages

The Offeror may use legible tables, charts, graphs, and figures wherever practical to depict systems, implementation schedules, and plans. These displays shall be legible and easy to follow and shall not exceed 11 inches x 17 inches. Foldout pages shall fold entirely within the volume and each foldout shall count as two pages. The Offeror may only use foldout pages for large tables, charts, graphs, diagrams, and schematics, not for pages of text.

d.3 Softcopy

The Offeror shall deliver proposal softcopies on CDs; softcopies shall comprise all data submitted in the hard copy (e.g. all proposal volumes and the auxiliary supporting price data in Microsoft Excel spreadsheets). Softcopies shall be in Microsoft Office 2003 or 2007 compatible format only. Proposal text and tables shall be in Microsoft Word. The Offeror shall provide each proposal volume ~~and the auxiliary price data in Excel spreadsheets~~ on separate CDs. Offeror shall ensure that data contained on CDs are virus-free. Offeror shall label each CD with the volume title, solicitation number, company name, and date.

d.4 Softcopy Price Data

The Offeror shall also submit with the proposal a CD softcopy with the price data used to organize, derive, and calculate all price tables using Excel. The Excel spreadsheets shall be fully functional. The Excel spreadsheets shall contain all calculation functionality to reproduce all the price tables, including totals, subtotals, all mathematical, tabulating, formulas, data, lookup, links, and other functions. The Excel spreadsheets shall not be locked or otherwise password protected. The Offeror shall produce all price tables and displays using Microsoft Excel functions, and the Offeror shall include on the CD softcopy the Excel spreadsheets and the related tables and displays.

d.5 Priority of Hardcopy over Softcopy

In the event the hardcopy and softcopy content conflict, the hardcopy will take precedence over the softcopy version.

e. Volume Binding, Labeling and Indexing

Each hardcopy proposal volume shall be in its own three-ring loose-leaf binder, which shall permit the pages to lie flat when opened. The Offeror shall provide a separate three-ring loose-leaf binder containing all of the CDs (softcopies).

L. 17 PROPOSAL VOLUMES: In addition to a completed and signed Standard Form 33, the proposal must consist of Volumes I through IV, as described below.

No price information shall be included in any other proposal volume except Volume III Price.

1.0 Number of Copies

The Offeror shall submit ten hardcopies (one labeled "original" and nine labeled "copy 1," "copy 2," etc.) and one softcopy of proposal Volumes I through IV. The Government considers all proposals as "For

Official Use Only" and to contain "Source Selection Information in accordance with FAR 2.101 and FAR 3.104."

2.0 Proposal Volume Page Limits

The following table specifies page limits for each volume:

Volume	Description	Total Pages	Comments
Volume I A	Non-Medical Counseling (Factor 1)	25 Pages	Page counts do not include cover pages, title pages, table of contents, cross reference tables (matrix), tab dividers, index tabs, glossaries, pages marked: "This page intentionally left blank". The proposed Quality Control Plan is also excluded from the page limits.
Volume I B	Call Center/ Website Operations (Factor 2)	15 Pages	
Volume I C	Program Management (Factor 3)	15 Pages	Page counts do not include cover pages, title pages, table of contents, cross reference tables (matrix), tab dividers, index tabs, glossaries, résumés, letters of commitment, pages marked: "This page intentionally left blank", the Professional Compensation Plan, the Financial Management Plan, Conflict of Interest Plan, and the Subcontracting Plan.
Volume II	Past Performance (Factor 4)	10 Pages	Page counts do not include cover pages, table of contents, tab dividers, glossaries, or Letters of Consent .
Volume III	Price (Factor 5)	No page limits	The price information supporting the Professional Compensation Plan shall be submitted within the price volume. The price information supporting the Subcontracting Plan shall be submitted within the price volume.
Volume IV	Administrative Information	No page limits	Transition Plan

Offeror shall number pages sequentially by volume or plan. Offeror shall number pages printed on both sides, if both sides contain information.

The Government shall treat page limitations as maximums. If exceeded, the CO will remove the excess pages prior to evaluation. The Government will not read or evaluate removed pages.

L. 18 SPECIFIC PROPOSAL INSTRUCTIONS

The Offeror's proposal must demonstrate their understanding, approach, experience, and capability to execute and manage all aspects of the MOS program requirements as a commercial EAP provider. The Offeror's proposal must also demonstrate benefits to the Government as well as their capability to achieve all PWS objectives, minimum requirements and other RFP requirements while addressing the unique military aspects of this solicitation.

Risk

Throughout the proposal (Factor Level), the Offeror shall clearly discuss anticipated risks and risk mitigation efforts during transition in and throughout contract performance. The Offeror shall discuss their proposed approach to accomplish the requirements of the solicitation; their understanding of, and compliance with, the requirements and objectives of the Request for Proposal (potential risks to service delivery logistics, quality of service delivery, and associated cost risks).

The Offeror's proposal shall include a transition plan for each requirement in the PWS to include staffing, labor categories, and level of effort. It shall include timelines for transition and the identification of the risks associated with transition. The Offeror shall provide a transition plan describing its capability and infrastructure to provide a seamless transition from the current vendor with minimal or no degradation/interruption in service. The Offeror shall describe its infrastructure and systems for assuring a seamless transition (PWS 11.3). The transition plan shall be in terms of the Offeror's approach to accomplish transitional activities, and not a milestone plan more particular to the Offeror's internal operation. The Transition Plan shall be included within Volume IV.

Responsibility Determination

A single contract will be awarded to the responsible prospective Offeror as defined in FAR 9.1. The CO cannot make award unless the Offeror is determined to be responsible. A prospective Offeror must: (a) have adequate financial resources to perform the contract, or the ability to obtain them; (b) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and Government business commitments; (c) have a satisfactory performance record; (d) have a satisfactory record of integrity and business ethics; (e) have the necessary organization, experience, accounting and operational controls, technical skills, or the ability to obtain them; (f) have the necessary equipment and facilities, or the ability to obtain them; and (g) be otherwise qualified and eligible to receive an award under applicable laws and regulations. Within the Administrative Volume IV, the Offeror shall submit a discussion and documentation to demonstrate responsibility in accordance with the aforementioned items.

Factor 1: Non-Medical CounselingSubfactor I: Technical Capability & Approach

Reference PWS 5.0, 5.0.1, 5.0.2, 5.2, 5.8.3, 6.0, 6.1, 6.1.1, 6.1.2, 6.1.4, 6.1.5, 6.1.7, 6.1.9, 7.0, 7.1.1, 7.1.3, 7.1.4, 7.1.5, 7.2, 7.2.1–7.2.3

The Offeror shall describe its technical capability, understanding and approach to deliver private, confidential non-medical counseling services to eligible participants intended to be solution-focused, short-term for defined problem areas amenable to brief intervention that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.

Subfactor II: Network & Credentials

Reference PWS 5.8, 5.8.2, 5.9, 6.1.8, 7.1, 7.1.2

The Offeror shall demonstrate its ability to provide access to a national network of trained, licensed, credentialed, certified, and experienced non-medical counselors (Master's Degree) that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Offeror shall develop and implement an approach and process to manage network providers, ensuring timeliness and efficiency and avoiding disruption or degradation of services. This approach shall account for the complexities of network providers providing field services and shall also account for short notice or immediate requirements that require expedient

response (e.g., Duty to Warn). The Contractor's network shall ensure access to face-to-face counseling is within fifteen miles or thirty minutes drive time of the Participant.

The Offeror shall discuss its ability and approach to ensure the credentialing requirements of the resultant contract are met and maintained. The Offeror shall discuss its processes and procedures to ensure all counselors undergo a criminal history background check and fingerprint check as required. The Offeror shall discuss its approach to annually certify and be able to demonstrate (at any time) to the Government MOS Program Office or the CO, in writing, that the counselors/network providers and supervisors licensure, credentials, proof of insurance, required experience, background checks and fingerprint checks are current and proper for performance under this contract.

Subfactor III: Quality Assurance

Reference PWS 4.2.11, 5.6, 6.1.6, 7.2.4, 10.5, 10.6, 10.6.1–10.6.4, 10.6.6–10.6.9

The Offeror shall describe its process and procedure for gathering feedback to ensure a consistent high level of quality that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.

The Offeror shall develop, implement and maintain a Quality Control Plan (QCP) to monitor performance for all Military OneSource operations and to meet or exceed minimum standards in the QASP. The QCP for all Non-Medical counseling will meet, at a minimum, a level consistent with the Council on Accreditation (COA) [or Utilization Review Accreditation Commission \(URAC\)](#) Performance and Quality Improvement (PQI) standards.

Factor 2: Call Center/Website Operations

Subfactor I: Call Center Operations

Reference PWS 4.1, 4.2–4.2.10.2, 4.2.12–4.2.17, 5.5, 10.7, 10.8

The Offeror shall describe its technical capability, understanding and approach to deliver call center operations encompassing all resources and development of resources, processes, personnel, materials, equipment, and technology necessary to provide CONUS/OCONUS Participants with unlimited access (via 24-hour, toll-free telephone and on-line/Internet) to stateside and international information, translation, referral and counseling services available through a centralized source that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments, while ensuring compliance with Section 508. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.

The Offeror shall describe how its staff meets or exceeds the education, experience, skills, and knowledge/understanding required to operate a 24/7 EAP call center.

The Offeror shall describe its general processes/procedures (e.g., schematic and text description of the call flow, approach to manage spikes in call volume), call escalation (e.g., Duty to Warn), and after hour procedures/protocols.

The Offeror shall describe how its technical infrastructure provides back up Call Center capability with a Return to Operation (RTO) of 5 seconds or less for any catastrophic disaster or service interruptions.

The Offeror shall describe its technical capability, understanding and approach to perform warm hand-offs ensuring that Participants do not have to repeat their story or issue when a third party agency is engaged. The approach shall be clearly delineated by service delivery type (e.g., SECO

Program, MyCAA, MSEP, MFLC, TRICARE, MTF, FAP, SARC, Victim Advocacy, Specialty Consultations for Wounded Warriors (DoD, VA, DoL)).

The Offeror shall describe its technical capability, understanding and approach to protect the confidentiality, integrity, and availability of data in accordance with all applicable Federal laws, regulations, policies, and industry standards. The Government requires that MOS services (1-800 Call Centers) are available 24/7 despite any natural or man-made disasters, in which case, the MOS telephone number will serve as the primary DoD-wide information source.

The Offeror shall describe how it will populate the Government provided Case Management System (CMS) in real time.

The Offeror's proposal shall illustrate its approach on establishing and maintaining working relationships with other Military Community and Family Policy (MC&FP) office contractors, to include but not limited to the MFLC, Advocacy Assistance, Severely Injured Advocacy, and Strategic Initiatives programs as well as other Government agencies including installation staff (e.g., Family Support Services). The Offeror shall describe their understanding and knowledge of family support programs and resources on installations (e.g., Family Advocacy Programs, Family Support Services, local community services).

Subfactor II: EAP Web Presence

Reference PWS 4.3, 4.4, 4.5

The Offeror shall describe its technical capability, understanding and approach to maintain a web presence that supports EAP online services offered only to eligible Participants that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Contractor shall provide an IT Integration Plan that describes how the EAP web presence will interface and visually blend with the Government public website (militaryonesource.mil). The Contractor's web presence will meet the standards of Section 508.

The Contractor shall demonstrate its ability to provide a single entry point into the EAP services with a secure login capability. The Contractor's technical infrastructure and capabilities must support 24/7 operations with resources available to both CONUS and OCONUS Participants.

Subfactor III: IT & IA Services: Return to Operation/Disaster Recovery

Reference PWS 10.9, 11.0, 11.1, 11.1.1–11.1.2, 11.2

The Offeror shall describe its technical capability, understanding and approach to provide expert level IT & IA support to establish, maintain, and enhance a robust, DISA/DoD compliant IA capability that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The scope of this IA support shall include IA Project Management, Risk and Compliance Management, DIACAP Compliant Certification and Accreditation (C&A), Vulnerability Analysis, Assessment and Reporting, Security Engineering and Integration, and Security Incident Response.

The Offeror shall describe its technical capability, understanding and approach to disaster recovery that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments, and for Return to Operation (RTO) of web presence and Call Center operations with no loss of data. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Offeror shall describe how it will capture data in the event that the Government provided CMS is unavailable and how the data will be updated once it has returned to operation. The Offeror shall describe how it will avoid complete system shutdown,

maintain all services throughout any disaster or crisis situation, and provide sufficient security to protect all data. The description shall contain both internal and third party testing/assessments and ensures users with root access (console/terminal) to any equipment or applications belonging to or used by the MOS project are US Citizens.

The Offeror shall clearly explain how it will maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of sensitive information. The Offeror shall acknowledge that in accordance with FAR clause 52.227-17, all data received, processed, evaluated, loaded, and/or created as a result of this contract shall remain the sole property of the Government.

Factor 3: Program Management

Subfactor I: Capability & Approach to Perform Program & Financial Management

Reference PWS 10.0, 10.1, 10.1.1–10.1.11, 10.2, 10.2.2–10.2.4, 10.2.7

The Offeror shall demonstrate, from a management's perspective, how it will integrate all elements of the MOS requirement to support and maintain a system of counselors, and support staff at a level of readiness over the contract's period of performance (e.g., warm hand-offs, world-wide service delivery, back up Call Center support, peak usage/spikes in call volume) that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.

The Offeror shall submit a management plan (e.g., manager/employee ratios, management oversight, organizational charts showing lines of authority and responsibility) to describe its processes and business practices to ensure the Offeror has a clear, comprehensive, and acceptable approach to managing and executing all aspects of the MOS program. The Offeror shall discuss the interface between the CO, COR and Government Program Manager to the Offeror's Program Director or Manager, Deputy Program Director or Manager, Director of Call Center Operations, Director of Non-Medical Counseling, Director of Quality Control, Director of IT/Communication, Information Security Manager, and Contract Administrator. The Offeror shall describe their management structure, procedures, and agreements, delineating how the contract will be managed over the 5 year period (inclusive of option periods), including a methodology for managing all subcontractors performing this requirement.

The Offeror shall establish a program management team of key personnel to assure the consistent delivery of high quality services. The Offeror shall complete the fill in clause in Section H.10(f). The Offeror shall submit resumes, letters of commitment for all Proposed Key Personnel demonstrating knowledge and experience in dealing with military quality of life programs and services. All resumes shall be signed by the individual and an authorized company representative certifying the accuracy of the information contained therein. Resumes shall not exceed 3 pages in length.

In addition to key personnel, all proposed program management labor categories must align with the Professional Compensation Plan discussed below. Each Program Management labor category, as well as all Key Positions, shall contain: (1) a Labor Category Title; (2) a summary description of the duties performed by labor category; (3) identification of the minimum education requirements and types of qualifying degrees; (4) identification of the minimum number of years and types of relevant experience required.

The Offeror's proposal shall include a Professional Compensation Plan in accordance with FAR 52.222-46 as referenced in Section M. The price associated with the Professional Compensation Plan shall be submitted with the price volume. The Offeror shall describe its technical capability,

understanding and approach to recruit, hire, train, and manage a professional staff which maximizes employment of military spouses, Wounded Warriors, and veterans.

The Offeror shall submit a financial management plan to describe its systems and processes (e.g., audit trail, internal controls, corrective action procedures, and reporting capabilities). The Offeror shall describe its general financial/accounting controls, including a discussion of standards and ethical business practices and behaviors, and conflicts of interest mitigation processes/policies. Offerors shall provide a description of how financial information is processed through the accounting system, identification of the positions responsible for preparing, reviewing and approving accounting transactions. The Offeror shall describe its organizational structure, for financial management, including the assignment of management functions, reporting relationships, authority and responsibility. The Offeror shall discuss its reporting capabilities to generate adequate and reliable financial data.

The Offeror shall provide a Conflict of Interest Plan addressing the requirements as described in Sections H.4/H.5 and L.11.

The Offeror's proposal shall illustrate its approach to the establishment and maintenance of working relationships with other MC&FP office contractors as well as other Government agencies including installation staff (e.g., Family Support Services).

The Offeror shall demonstrate its ability to develop and maintain a training program and methodology to ensure call center staff and network providers are current on military service specific issues, understand military terminology, and are familiar with evolving issues that affect military members and their families.

Subfactor II: Reporting & Documentation

Reference PWS 5.1, 5.3, 5.4, 5.7, 5.8.1, 6.1.3, 7.2.5, 8.3.5, 10.1.12, 10.2.5, 10.2.6, 10.3, 10.4, 10.4.1–10.4.6, 10.6.5, 11.1.3

The Offeror shall provide its approach to provide timely and accurate records, reports, and ad hoc requests.

The Offeror shall explain its understanding and propose procedures on how it will maintain, implement and adhere to established Government MOS processes and procedures for its obligations, as it applies to Duty to Warn and Mandated report issues, in the event a Participant reveals such information.

The Offeror shall describe its technical capability, understanding and approach to collect, document (V-Code indicators), protect, disseminate (Government MOS Program Office), and summarize (case closure) case records that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.

Subfactor III: Joint Family Support Assistance Program (JFSAP)

Reference PWS 9.0, 9.1, 9.1.1–9.1.3

The Offeror shall describe its technical capability, understanding and approach to provide JFSAP consultants to states and territories to support increased outreach and coordination to geographically isolated service members and their families as described in the PWS and in compliance with Section J attachments.

Subfactor IV: Strategic Outreach & Fulfillment

Reference PWS 8.0, 8.1, 8.2, 8.3.1–8.3.4

The Offeror shall describe its technical capability, understanding and approach to provide educational and informational materials, referral information normally provided as part of EAP support services, as well as strategic outreach that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.

Subfactor V: Subcontracting Plan

Small business Offerors are exempt, but not precluded, from submitting a subcontracting plan.

~~Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime Offeror without the subcontractor's consent. With the proposal, provide a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.~~

The Offeror shall submit a Subcontracting Plan, including teaming arrangements, conforming to the requirements of FAR subpart 19.7 (and including Ability One) and DFARS 215.304 unless exempted pursuant to FAR 19.702(b)(1). A minimum of 10% of the proposed total contract value shall be subcontracted among all the socioeconomic business categories listed in 19.704 (and including Ability One). The Offeror's Subcontracting Plan shall include teaming agreements and processes for managing, communicating, performance monitoring, and prior business relationships with proposed subcontractors. Offerors shall provide a full description of work small businesses are proposed to perform. The Offeror shall clearly identify all subcontractors, which are proposed to perform major or critical aspects of the requirement as defined by the Offeror.

Factor 4: Past Performance

Past Performance References

1. Since the Government will only evaluate recent and relevant past performance, the Offeror should select past performance references considering their relevance to the PWS and other solicitation requirements. The Offeror shall indicate whether it performed as a prime and/or major subcontractor and indicate its role for each reference submitted and include Point of Contact (POC) information. The POC must have in depth knowledge about the project submitted.

Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime Offeror without the subcontractor's consent. The Offeror shall provide, with the proposal, a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

2. The Offeror shall exhibit recent (within the past three years that have at least one year of performance history) and relevant past performance on contracts similar in nature and operational complexity to the MOS program. An effort is considered relevant if it involves substantially the same magnitude, type of work, and degree of complexity this solicitation requires. Relevancy of past performance for any Offeror or team partner is applied to the work for which they are proposed to perform. The Government may consider recent and relevant past performance on contracts not submitted by the Offeror.

3. The past performance volume shall identify and describe relevant past performance information in fulfilling Government and/or commercial contracts still in progress or completed within the past three years that have at least one year of performance history.

Irrespective of limitations, all contracts active within the past five years that have been terminated for default, received show cause or cure notices, had a defective pricing or fraud action initiated by the Government, or have had products accepted on a non-conforming basis must be reported.

The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

Furnish the following information for each contract listed:

- (i) Company/Division name
- (ii) Product/Service
- (iii) Contracting Agency/Customer
- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of Performance
- (vii) Verified, up-to-date name, address, Fax & telephone number of the CO
- (viii) Comments regarding compliance with contract terms and conditions
- (ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

4. Past Performance Discussion Preparation Instructions/Guidance

4.1 Number of Past Projects, Characterization of Past Projects

The Offeror may cite and discuss any number of past projects, customers, and efforts that are relevant to this request for proposal. The Offerors shall include identifying and characterizing information for citations such as the project, customer, and key personnel if germane, contact information, and relevant subcontractor support. The Offeror shall also describe how the reference citation evidences the Offeror's abilities and resources to accomplish the work proposed.

4.2 Use of Government and Commercial Clients

Past performance references may include contracts or work performed with Federal, State, or local governments, as well as commercial firms.

4.3 Issues/Problems

The Offeror shall highlight any problems/issues, and any corrective activities, steps, or actions the Offeror took to address the problems/issues to satisfy the customer. In addition, the Offeror shall discuss pertinent lessons learned that may be of benefit to the Offeror in the Government's past performance evaluation.

4.4 Verification, Other Sources

The Government reserves the right to contact Offeror's former clients, business associates, and Government agencies and/or to access available electronic databases to obtain additional past performance information.

In accordance with FAR 15.306, the Offeror may be given the opportunity to discuss adverse past performance information obtained if it has not previously responded; however, any exchange of information is for clarification purposes only and does not constitute discussions. The names of individuals providing the information shall not be disclosed.

4.5 Use of Subcontractor Past Performance

The Offeror shall include past performance references for their proposed subcontractors expected to perform major or critical aspects of the requirement. The Offeror need not have had a previous relationship with the subcontractor, and the subcontractor's previous responsibilities may have been as a prime contractor or as a subcontractor.

4.6 Lack of Past Performance

In the case where Offerors do not have any relevant past performance and/or experience related to the scope of work defined in the PWS, they shall provide an explanation in the Past Performance volume.

4.7 Project Summaries

The Offeror shall provide summaries of past performance projects that are relevant, with a brief explanation as to why the Offeror considers them relevant. An individual project summary shall not exceed three pages. The Offeror shall indicate whether it performed as a prime and/or major subcontractor and indicate its role for each summary submitted.

4.7.1 Effectiveness of Program Management/Program Oversight

Offerors shall clearly address and describe their effectiveness of Program Management /Program Oversight as represented by past performance data. Effectiveness of Program Management/Program Oversight is the Offeror's ability to properly manage the operations, including, but not limited to, ability to hire appropriate personnel, implement reporting measures, analysis of operations, and ensure contract compliance.

4.7.2 Quality of Service and Improvement

Offerors shall clearly address and describe their Quality of Service and Improvement as represented by the past performance data. In addition, the Offeror shall describe means by which they were able to improve operations and minimize impact of changes on the end-users. Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.), which demonstrates customer satisfaction with overall job performance and quality of service for same or similar type contracts. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems.

4.7.3 Cost Control

Offerors shall clearly address and describe their cost control capabilities as represented by the past performance data. The Offeror shall discuss their success in its ability to control costs by using effective procedures and innovative approaches.

4.7.4 Responsiveness to Customers/Timeliness of Performance

Offerors shall clearly address and describe their responsiveness to customers as represented by past performance data. The Responsiveness to Customers is the Offeror's success in the ability to respond to requests, both scheduled and ad-hoc, for services, data, analysis, and additional tasks in a timely and appropriate manner.

4.7.5 Offeror's ability to meet prior subcontracting goals.

Factor 5: Price

(a) An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low/high estimate, the nature of these techniques and their impact on price should be explained.

(b) Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of its financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.

(c) It is anticipated that adequate price competition exists for this solicitation. Therefore, in accordance with Federal Acquisition Regulation, certified cost or pricing data is not required to be submitted with the proposal. To ensure that the proposed price is consistent with the technical proposal, a price reasonableness analysis may be performed.

- (d) The price proposal will be used by the Government to evaluate and determine whether proposed prices are reasonable for the effort involved. For this reason, the data must be logically displayed and adequately supported in such a manner as to show a clear relationship to the appropriate CLIN or price element. The Offeror will be required to provide a tutorial/explanation as to how their price volume is arrayed. The tutorial/explanation may take place either face-to-face (Herndon, VA) or via telephone.
- (e) The price proposal shall provide a comprehensive discussion of all proposed prices. The Offeror shall structure the price discussion and the tabulation of all prices.
- (f) The Offeror shall submit all the necessary price information for the performance of this contract and other pertinent data to support the Government’s price reasonableness analysis.
- (g) The Offeror shall provide responses to solicitation requirements in the proposal at the tabs indicated.
- (h) Pricing used to formulate a resulting contract shall remain valid for the duration of the contract.
- (i) All CLINs shall be considered priced even if the CLIN is priced at zero dollars (\$0.00).
- (j) All of the fields in the CLIN tables shall be populated for each pricing element proposed.
- (k) The Offeror’s proposal shall indicate, in accordance with FAR 52.212-4(i)(4), any discounts offered for early payment.
- (l) If, after receipt of proposals, the CO determines that adequate price competition does not exist in accordance with FAR 15.403-1(c), Offerors may be requested to provide other than certified cost or pricing data.

Price Proposal Volume Organization

Tab A	Table of Contents
Tab B	Standard Form 33
Tab C	Assumptions, Conditions, or Exceptions
Tab D	Price Tables

Tab A: Table of Contents

~~The Offeror shall provide a table of contents.~~ The table of contents shall specify the contents by page number, including price tables, formats, and figures. The cross-reference matrix shall be included within this Tab.

Tab B: Standard Form 33

The Offeror shall place a completed SF 33 in Tab B. The Offeror must complete Blocks 12 through 18 of the SF 33 (Solicitation, Offer and Award) and must be fully aware of the minimum offer effective period established.

- (a) The “Offer effective period”, as used in this provision, means the number of calendar days within which the Government may accept the proposed offer and award a contract. The offer effective period begins on the date specified in this solicitation for receipt of offers.
- (b) The Government requires an offer effective period of at least 270 calendar days. The Offeror may specify a period longer than the stated minimum effective period, but may not specify a period shorter than the stated minimum effective period. Any offer specifying less than the Government’s minimum effective period may be rejected.

The Offeror's signature in Block 17 indicates that the Offeror has read and agrees to comply with all the conditions and instructions of this solicitation.

Tab C: Assumptions, Conditions, or Exceptions

The Offeror shall state assumptions, conditions, price build-up detail, and exceptions (if any) that the Offeror relied upon as a basis for the price proposal.

For each exception, the Offeror shall identify the requirement, term, or condition; cite the applicable solicitation paragraph and page number; state the reason for the exception; and provide any other information concerning the exception.

The Offeror is advised that taking any exceptions to the PWS, solicitation requirements, terms, or conditions of the solicitation may have an adverse effect on the evaluation rating. The Government reserves the right to not accept any exceptions to this solicitation. If the Offeror does not state any assumptions, conditions, or exceptions, the Government assumes that the Offeror agrees to comply with the requirement, term, or condition.

Tab D: Price Tables

1. Labor Rates

(a) The Offeror shall provide fixed labor rates, hourly and monthly, for the labor categories proposed for this contract.

(b) The Offeror shall state the number of annual productive labor hours, including the basis for determination, e.g., the number of labor hours estimated for holidays, annual leave, and sick leave.

2. Escalation Rates

The Offeror shall identify the escalation rates used by year for each period of performance. The Offeror shall provide the rates used, for purchased equipment, travel, subcontract, labor, or any other proposed price. The Offeror shall describe the basis of the escalation rates and explain why they are considered reasonable.

3. Other Direct Costs (ODC) Data

The Offeror shall propose all categories and prices associated with materials, equipment, and software, supplies, as applicable and in accordance with the ODC CLIN identified in this solicitation. The Offeror shall itemize and provide a description of all proposed materials, equipment, and supplies for each period including quantities, unit prices, proposed vendors (if known), and the basis of estimate (e.g., quotes, prior purchases, and catalog price lists). The Offeror shall not include profit.

4. Travel

The Offeror shall provide travel costs for each period with a breakout by purpose, number of trips, origin and destination(s), duration, and travelers per trip. All travel shall be IAW FAR 31.205-46, which incorporates the Federal Travel Regulations (FTR). The Offeror shall not include profit.

5. Additional Charges

The Offeror must disclose and price all additional charges. Note: any charge structure to be used for this acquisition shall be developed in accordance with FAR and/or DFARS policy. The Offeror shall clearly describe all charges; their purpose and use; and the basis of estimate for their application. The Offeror shall itemize each charge, show its numerical value, and show cost calculations applying the charge. The Offeror shall clearly show which charges are for Subcontractors, what function the Subcontractor supports, and to which Socio-economic group the Subcontractor belongs. The Offeror shall identify and discuss all materials handling charges or other charges they impose and pass to the Government. Likewise, the Offeror shall identify and discuss all charges they impose upon or add to subcontractor or vendor costs and pass to the Government.

6. Special Instructions for Auxiliary Supporting Price Data

In addition to the price tables and formats, the Offeror shall provide all numerical price data in Microsoft Excel spreadsheet format. The Excel spreadsheets shall include all formulas, functions, data, links, including for example sums, subtotals, lookups, if-statements, and macros used to produce the proposal prices. The Offeror shall limit entries in each cell to 2 decimal places.

The Offeror shall structure price data using automated total and subtotal capabilities within Excel. The Offeror shall also produce all price tables and displays using Pivot Tables in Microsoft Excel and include the sources databases for the tables and displays.

Offeror is responsible for the accuracy of the completed spreadsheets, and Offeror is cautioned to check carefully all formulas and calculations.

The Offeror shall include annotations, notes, or comments to ensure understanding and clarity of the spreadsheet calculations.

7. Professional Compensation Plan

The price information supporting the Professional Compensation Plan shall be submitted within Tab D.

8. Subcontracting Plan

The price information supporting the Subcontracting Plan shall be submitted within Tab D.

9. Instructions Regarding CLIN Structure Attachment J-1

The Offeror shall respond to all Tabs of the Worksheet.

Unless contradictory instructions are provided below, reference Section B for pricing requirements/definitions for each CLIN.

All tiers, within CLIN X001 Call Center Operations, shall be priced individually to account for the call volume in each tier demonstrating data inputs, assumptions, and calculations used to derive the FFP for the CLIN. In order to calculate the total annual price for CLIN X001, the following information on likelihood of performance is provided and will be used to evaluate total contract price for CLIN X001:

Likelihood of Call Volume Level

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7	Tier 8	Tier 9	Tier 10	Tier 11
Base Period					5%	45%	45%	5%			
Option Period 1					5%	45%	45%	5%			
Option Period 2						40%	45%	10%	5%		
Option Period 3						35%	40%	15%	10%		
Option Period 4						30%	35%	20%	10%	5%	

The Offeror shall multiply the percentages above against its proposed monthly FFP Tier Price, then multiply this product by the number of months for the period of performance, adding all results in the box labeled “Annual Total For CLIN X001.”

For CLIN X003, the Offeror shall list their fully-burdened session price for each type and delivery method of counseling in the “Unit Price” column. The Offeror shall multiply the number pre-filled in the “Quantity” column by their unit price to generate the total price for each type and delivery method of counseling. These totals shall be added and listed as a single entry in the “Total,” cell # H43.

The pricing for CLIN X009 -- Ad Hoc Labor shall directly correlate to the pricing for the supplemented CLIN. Therefore, the Offeror’s price for CLIN X009A will be a weighted average of the Labor Categories needed to shift from Tier to Tier multiplied by the 96,000 hour quantity; the price for CLIN X009B will be a weighted average of the sessions in CLIN X003 multiplied by the 60,000 session quantity.

The Offeror shall provide a total price, inclusive of all optional quantities, at the bottom of each worksheet. These totals shall be recaptured and added together to create a “Total Contract Price” at the bottom of the Base Period Worksheet.

Volume IV: Administrative Information

a. The Offeror’s introduction section shall include general background information outlining the Offeror’s/team’s organization. The Offeror shall describe its corporate management structure as well as the structure of the proposed team and the relationship between these organizations. The Contractor’s name, Government Entity (CAGE/CCR) code, DUNS number, address, telephone, email, and point of contact for

the prime contractor and all subcontractors proposed to perform major or critical aspects of this requirement (as defined by the Offeror) shall be listed.

b. The Offeror shall execute and submit the completed “Representations, Certifications and Other Statements of Offerors”, Section K of the solicitation. Offerors are required to submit a copy of the Solicitation Sections A-J (without attachments) with fill-ins (i.e., “To be completed at time of contract award” areas) completed to reflect supporting contents of the proposal. In addition, the Offerors are required to submit a signed signature page of each amendment issued to this solicitation (if applicable).

c. The Offeror shall include specific points of contact for administration of the resultant contract; this data shall be listed with phone number, mailing and email address. The Offeror shall provide the name, title, phone number and e-mail address of the company/division point of contact, which can obligate the company contractually. The Offeror shall identify those individuals authorized to negotiate with the Government.

(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.

d. The Offeror shall provide the mailing address, e-mail, telephone number, fax number, and facility codes for the Offeror’s cognizant Defense Contract Management Agency (DCMA) and Defense Contract Audit Office (DCAA).

e. The Offeror shall submit a discussion and documentation to demonstrate responsibility in accordance with Section L.18.

f. The Offeror shall propose a Transition Plan as described within the paragraph entitled “Risk” above.