**TASK ORDER REQUEST FOR PROPOSAL (TORFP)­­­­**

**FOR**

**TRAINING CONTRACTOR: OPIOID RESPONSE STRATEGY (ORS) 2019 WEBINAR TRAINING PLAN**

**FOR**

**THE WASHINGTON/BALTIMORE HIGH INTENSITY DRUG TRAFFICKING AREA (W/B HIDTA)**

Washington/Baltimore



*High Intensity Drug Trafficking Area*

*Serving the District of Columbia, Maryland, Virginia, and West Virginia*

**ISSUE DATE: FEBRUARY 4, 2019**

**KEY INFORMATION SUMMARY SHEET**

This TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with a Task Order (TO) Proposal to this TORFP.

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| Solicitation Title  | W/B HIDTA ORS 2019 Webinar Training Plan  |
| Functional Area | Consulting and Training  |
| Issue Date  | 2/4/2019 |
| Questions Due Date and Time  | 2/18/2019 at 14:00 Eastern Standard Time  |
| Closing Date and Time  | 3/1/2019 at 1400 Eastern Standard Time  |
| TO Requesting Agency  | W/B HIDTA via Mercyhurst University acting solely as directed trustee on behalf of W/B HIDTA |
| Send Proposals to:  | Sherae Lonick SLonick@wb.hidta.org |
| Send Questions to (email only)  | Ethan Weitzman Eweitzman@wb.hidta.org |
| TO Procurement Officer  | Lou DeVeauxLDeveaux@wb.hidta.org  |
| TO Manager  | Jeff Beeson jbeeson@wb.hidta.org  |
| TO Type | Firm Fixed Price Contract (FFP)  |
| Period of Performance  | April 1 to December 31,2019  |
| Primary Place of Performance  | Remote |

**INTRODUCTION AND INVITATION TO BID**

The High Intensity Drug Trafficking Areas (HIDTA) program is a federal program administered by the White House Office of National Drug Control Policy, designed to provide resources to federal, state, local, and tribal agencies to coordinate activities to address drug trafficking in specifically designated areas of the country.  The Washington/Baltimore HIDTA was designated in 1994 and serves Maryland, Washington, DC, Virginia, and parts of West Virginia.

The Washington/Baltimore HIDTA invites vendors and contractors of consulting and training services to provide a quote for a Webinar based training plan for the Opioid Response Strategy (ORS) as found in section 3 Scope of Work.

The purpose of this Request for Proposal is to obtain qualified vendors interested in the providing these needs. Vendors will be selected based on ability to meet the requirements and conditions outlined in this document, associated costs, quality and implementation and support services provided.

Submissions must be received by **March 1, at 2 PM (Eastern Time)**, via **Email to** Sherae Lonick at SLonick@wb.hidta.org

The W/B HIDTA may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The W/B HIDTA reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

The W/B HIDTA intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the W/B HIDTA reserves the right to conduct discussions if later determined by the W/B HIDTA to be necessary. The W/B HIDTA may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

**SECTION 1- GENERAL INFORMATION**

**ADMINISTRATIVE INFORMATION**

* 1. TORFP SUBJECT TO MASTER CONTRACT: In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the TORFP issued by W/B HIDTA including any amendments and the Master Contract, which will be issued along with the award. All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.
	2. ROLES AND RESPONSIBILITIES: Personnel roles and responsibilities under the TO
1. TO Procurement Officer – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
2. TO Manager - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the TO and Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed.
3. TO Contractor – The TO Contractor is the Master Contractor awarded this TO. The TO Contractor shall provide or subcontract resources as necessary to perform the services described in this TORFP Scope of Work.
4. TO Contractor Manager – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the deliverables. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
5. TO Contractor Personnel – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
6. Key Personnel – A subset of TO Contractor Personnel whose departure during the performance period, will, in the W/B HIDTA’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in the TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after TO award.
	1. TO AGREEMENT: Based upon an evaluation of TO Proposal responses, one (1) Master Contractor will be selected to conduct the work defined in Section 3 - Scope of Work. A specific “**TO Master Contract”,** will then be entered into between W/B HIDTA and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal
7. No formal relationship shall exist between the W/B HIDTA and the TO Contractor and/or Mercyhurst University and the TO Contractor until the parties execute the TO Master Contract.
	1. RISK ASSESSMENT: Pursuant to 2 CFR §200.205, the W/B HIDTA will conduct a risk assessment on the TO Master Contractor PRIOR to executing the Master Contract and releasing any funds pursuant to this TO. In the event of an adverse finding from the Risk Assessment, the W/B HIDTA has the ability to rescind the relationship with the TO Contractor
	2. TO QUOTATION SUBMISSIONS: The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer’s e-mail inbox. Requests for extension of this date or time will not be granted.
	3. QUESTIONS: All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP. Answers can be considered final and binding only when they have been answered in writing by W/B HIDTA.
	4. CHANGE ORDERS: If the TO Contractor is required to perform work drastically different from the scope of Section 3 of this TORFP, or there is a work reduction due to different circumstances from the original work order, the Parties will execute a Change Order The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by the W/B HIDTA Deputy Director and executed by the TO Procurement Officer.
	5. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 5.

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| **Functional Area**  | Consulting and Training  |
| **Anticipated Start Date**  | April 1, 2019 |
| **Duration of Engagement**  | Nine (9) Months  |
| **Issue Date**  | February 4, 2019 |
| **Due Date** | March 1, 2019 |
| **Time (EST)** | 14:00 Local Time (Washington, D.C.)  |
| **Place of Performance**  | Remote  |
| **Security Requirements**  | At the sole discretion of the W/B HIDTA, selected personnel shall pass background checks and obtain proper identification. Refer to RFP Attachment 7 – Criminal Background Check Affidavit for additional information. |
| **TO Requesting Agency**  | Washington/Baltimore High Intensity Drug Trafficking Area (W/B HIDTA) via Mercyhurst University acting solely as directed trustee on behalf of W/B HIDTA |
| **TO Procurement Officer**  | Lou DeVeaux  |
| **TO Procurement Officer email address**  | LDeveaux@wb.hidta.org  |
| **TO Procurement Officer phone number**  | (301) 489-5129 |

**SECTION 2- COMPANY AND PERSONNEL QUALIFICATIONS**

* 1. MINIMUM QUALIFICATIONS: Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications. The Master Contractor’s

proposal shall demonstrate meeting the following minimum requirements.

1. Master Contractor shall have at least three (3) past engagements providing consulting and training services with three (3) concurrent resources, within the past five (5) years.
2. Master Contractor must be eligible to do business with the United States Federal Government
3. Master Contractor must be registered with the federal System for Award Management (“SAM”) at [www.SAM.gov](http://www.SAM.gov)
	1. OFFEROR’S COMPANY PREFERRED QUALIFICATIONS: An Offeror may be evaluated higher for the Company Capability evaluation factor, if it meets or exceeds the preferred qualifications, listed below
4. Master Contractor has sufficient technical capabilities to work with the National HIDTA Assistance Center (NHAC);
5. Master Contractor has provided Consulting and Training services for at least five (5) years; and
6. Master Contractor has provided Consulting and Training services specific to public health, public safety and/or narcotics.

**SECTION 3- SCOPE OF WORK**

* 1. PURPOSE The W/B HIDTA is issuing this TORFP to obtain professional resource services in accordance with the scope of work described in this Section 3 from one (1) TO Contractor.
1. As part of the evaluation of the TO Proposal, Master Contractors shall propose exactly One Key Personnel, to serve as project manager, and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency.
2. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications. W/B HIDTA expects the proposed Key Personnel to be available as of the start date specified in the Notice to Proceed (NTP).
3. W/B HIDTA anticipates issuing a Work Order immediately upon Task Order Award.
	1. PROFESSIONAL DEVELOPMENT Any TO Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.
	2. REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES The TO Contractor shall comply and remain abreast of with all applicable laws, regulations, policies, standards, and guidelines affecting the ORS Training Plan, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution.
	3. REQUIREMENTS: **Opioid Response Strategy 2019 Training Plan**

The Opioid Response Strategy (ORS) is an initiative designed to enhance public health-public safety collaboration and to strengthen and improve efforts to reduce drug overdose deaths across 11 HIDTAs and 24 states and the District of Columbia in collaboration with the Centers for Disease Control and Prevention (CDC) National Center for Injury Prevention. The mission of the ORS is to reduce fatal and non-fatal overdose rates by improved information sharing across agencies and supporting evidence-based interventions.

ORS State Teams are comprised of one Drug Intelligence Officer (DIO) and one Public Health Analyst (PHA). These teams form the foundation of the ORS and operate in each ORS state. In this capacity, DIOs and PHAs are responsible for helping to increase communication, data flow, and intelligence sharing between public safety and public health sectors within and across ORS states.

In coordination with ORS Leadership, the Training Contractor will develop six Webinar Training Sessions (one every 60 days) supporting the goals of the program for the PHA/DIO community. These training sessions will be delivered via web platform in coordination with the National HIDTA Assistance Center. The Contractor will organize the planning of the training, identify necessary subject matter experts, and coordinate the delivery of the training. The topics listed below are exemplars; the learning objectives and content for each session will be developed in conjunction with the Opioid Response Strategy management team.

The Training Contractor will support the implementation of six Peer Review Sessions. Peer Review sessions are opportunities for PHAs or DIOs to present a deliverable they are working on to their peers and to CDC subject matter experts to receive real-time feedback on the draft deliverable. For example, PHAs have presented drafts of their state’s opioid overdose spike response protocol, or their state’s Drug Monitoring Initiative report and received constructive feedback and suggestions during the Peer Review session. The Training Contractor would be responsible for collaborating with the Opioid Response Strategy management team to identify PHAs or DIOs to present during the Peer Review sessions. The Training Contractor would then collaborate with the PHA/DIO to develop and refine content for the session, and coordinate the planning and implementation of the online learning sessions (e.g., planning the date and time for the session, sending a calendar invitation to all participants).

* 1. SUGGESTED MODALITY AND FREQUENCY OF TRAININGS

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| --- | --- | --- |
| Modality | Description | Frequency  |
| Webinar Training Sessions  | Mostly didactic,Content-richMostly outside presenters  | Every 60 days  |
| Peer Review Sessions  | PHA or DIO led sessions, Working together and/or seeking feedback from peers | Every 60 days  |

* 1. SUGGESTED WEBINAR TRAINING SESSION TOPICS:
1. Challenges and opportunities in sharing public health and public safety data
2. Conducting needs assessments in the community
3. Current and emerging drug trends- How to locate and utilize this data in the ORS
4. Evidence-based strategies for opioid use disorder treatment
5. Evidence-based strategies for overdose prevention (e.g. expand on CDC evidence-based menu with public health/safety perspectives on select strategies)
6. Evidence-based strategies for opioid use prevention

**SECTION 4- RESERVED**

**SECTION 5- REQUIRED SUBMISSIONS**

Master Contractors proposing in response to the RFP must submit the documents below as separate files (attached in a searchable form such as word or excel) contained in two separate emails as follows:

**Email 1 of 2 with as a password-protected ZIP file “Technical”: Master Contractor Name in the subject line.**

1. All Requirements found in Section 6A Award Selection Criteria and Weights
2. RFP Attachment 4 - Conflict of Interest Affidavit

**Email 2 of 2 as a password-protected ZIP file with “Financial”: Master Contractor Name, in the subject line.**

1. RFP Attachment 2 - Price Proposal – submit a separate Attachment 2 –

The TO Procurement Officer will contact Master Contractor to obtain the password to the financial proposal for those candidates that are deemed reasonably susceptible for award. Master Contractors who cannot provide a password that opens the file may be considered not susceptible for award. Subsequent submissions of financial content will not be allowed.

**SECTION 6- SELECTION/AWARD PROCESS**

* 1. Proposals will be ranked for technical merit based on the following evaluation criteria:
		1. Relevant technical skills
		2. Experience
		3. References
	2. Price proposals will be evaluated and ranked from lowest to highest price proposed.
	3. When in the best interest of W/B HIDTA, the TO Procurement Officer may request, in writing, a financial Best and Final Offers (BAFOs). W/B HIDTA may make an award without issuing a request for a BAFO. The TO Procurement Officer will recommend award to the Master Contractor/s whose proposal is determined to be the best value, considering price and the evaluation factors set forth above. In this evaluation, technical merit is considered to have greater weight. The TO Procurement Officer will initiate and deliver a Task Order Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State and Federal law regarding conflict of interest may prevent future participation in procurements related to the RFP Scope of Work, depending upon specific circumstances.**

**SECTION 6A- AWARD SELECTION CRITERIA AND WEIGHTS**

The following is a list of measures to be used as a guideline for scoring the Proposals submitted in response to this RFP. Each proposal package found “acceptable” will be evaluated and ranked on the basis of a review of the Proposal under the qualifications evaluation criteria factors and their relative weight as described in this section. Evaluators will use the scores to rank each firm in order of preference with one (having the most points) being the highest ranked with no ties allowed. Responses to this RFP must address the Proposer’s qualifications and information that are related to scope and requirements specified in section 2.

1. **Package A – Background Information**

**(Pass/Fail Review)**

1. Proposal Letter

A letter of transmittal signed by an authorized representative of the Proposer accompanied by attachments should be addressed to Ethan Weitzman, and contain a the minimum the following;

1. Identification of the offering Proposer, including name, address, Tax ID number, telephone and e-mail.
2. Proposed working relationship among Proposer and any subcontractors, if applicable;
3. Name, title, address, telephone and email address of contact person during the period of evaluation of Proposals.
4. A statement to the effect that the Proposal shall remain valid for a period of not less than three (3) years from the date of submittal;
5. Signature and title of person authorized to bind the offering Proposer to the terms of the Proposal; and
6. Copy of current business license(s).
7. Evidence of Good Standing and Licenses
8. Proposer shall provide evidence that it is in good standing to do business with the federal government, including registering with the federal System for Award Management at www.sam.gov
9. Proposer shall provide evidence that it is in good standing in the state of its incorporation/organization and/or that it is qualified to do business in the State of Maryland and Commonwealth of Pennsylvania.
10. If Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body that it is authorized to submit the Proposal and inter into and bind the Proposer to the Contract. If the Proposer does not have a resolution statement, it should submit other documentation showing the Proposal is submitted by a person who has the authority to submit a valid Proposal and can enter into the bind the Prosper to the Contract.
11. Proposer must identify a designated contact(s) who is/are authorized to negotiate on its behalf with the Washington Baltimore HIDTA/Mercyhurst University in connection with this RFP, the Project, and the price to bind the Proposer on all matters relating to this RFP.
12. Past Performance:

Proposer shall submit the following information regarding past performance, activities and projects. The information shall cover the five-year period prior to the date of the Proposal submission.

1. Information concerning any instance of where the Proposer was debarred, disqualified, or removed from a federal, state or local government contract.
2. Any instance where the Proposer submitted a bid or Proposal on a public project and was found not to be a responsible bidder.
3. Any instance where the Proposer defaulted on a public contract.
4. Information concerning any bankruptcy or receivership of the proposer.
5. Information concerning all adverse claims, disputes, attritions, or lawsuits between Mercyhurst University and/or the Washington/Baltimore HIDTA and the Proposer.
6. Insurance

The successful Proposer, at its own expense, shall obtain and maintain, for the duration of the Contract, insurance against claims for injuries to persons, damages to property, or other losses which may arise from or in connection with the successful Proper’s negligence or fault in the performance of the work required by the Project by the Successful Proposer, its agent, representatives, employees, or subcontractors of any tier.

The Proposer shall provide a letter from an insurance company indicating the same.

1. Bonding

The Proposer shall provide a letter from a bonding entity that specifies the maximum individual project and aggregate amounts the surety will bond the Proposer for, and indicate a commitment that, should the Proposer be selected for this project, it will bond the Proposer issuing a performance bond on the form as found in Attachment 8.

1. **PACKAGE B – QUALIFICATIONS PROPOSAL** (EVALUATED AND SCORED – 50% OF TOTAL SCORE)
2. SECTION B-1 STAFFING PLAN AND MANAGEMENT / ORGANIZATIONAL STRUCTURE OF TEAM (WEIGHT = 25% OF PACKAGE B)

The Proposer shall provide an explanation of the Proposer’s proposed management structure and key personnel responsible for supplying the Services and any Goods required for this Project. It should include the following:

* 1. An identification of the proposed Project Manager and other key personnel (project staff) who will be responsible, with resumes (limited to one page per person), describing their qualifications (educational background, experience, credentials, licenses, etc.) for each person who would actually perform work on the Project. Include at least two business references per key personnel, including current contact number and email address. Ensure that references have given permission to be contacted.
	2. Indication of the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.
	3. A description of the role and responsibilities of each of the key personnel
	4. A description of the project team’s experience in working together on similar projects
	5. An organizational chart
1. SECTION B-2 QUALIFICATIONS, EXPERIENCE AND REFERENCES (WEIGHT = 25% OF PACKAGE B)

The Proposer shall provide an explanation of the Proposer’s qualifications, experience and business references. The Proposer must include the following and will be evaluated on the demonstration of the factor and the quality of its submission:

* + 1. Provide a brief description of the Proposer’s business history and number of years in operation.
		2. If the Project is to be accomplished through an affiliation with one or more subcontractors, the names and address of those firms and what services and/or Goods will be provided shall be furnished for each subcontractor
		3. The Proposer shall provide a listing of the entities, public and/or private, for which the Proposer has provided similar services and/or products in the last five years.
		4. For each listed entity specified in the listing of entities as described above, the Proposer shall provide the contact information for references that have knowledge of the background, character and technical competence of the Proposer. Provide a name, current phone number and email address of each entity’s contact person(s). Ensure that references have given permission to be contacted. In addition, this section shall include:
			1. A description of the projects listed.
			2. An identification of the particular scope of services and/or products provided on the identified projects and a statement as to whether the Proposer was the lead firm on the project.
			3. Experience of meeting the schedule(s) and budget(s) for the projects listed.
			4. Identification of any termination action taken by a project associated with W/B HIDTA and/or Mercyhurst University.
			5. Identification of any liquidated damages assessed by a project associated with W/B HIDTA and/or Mercyhurst University.
		5. The Proposer should list any other factors that it determines appropriate which would indicate to W/B HIDTA and/or Mercyhurst University that the Proposer has the necessary capability, competence and performance record to accomplish the Project in a timely and cost-effective manner.
1. SECTION B-3 PROJECT WORK PLAN (WEIGHT = 25% OF PACKAGE B)

The Proposer shall provide an explanation of the Proposer’s proposed preliminary Project work plan documenting Proposer’s ability to perform the Scope of Work as set forth in this RFP. The Proposer must include the following and will be evaluated on the demonstration of the factor and the quality of its submission:

1. A description of the Proposer’s management capacity.
2. Any assumptions and constraints.
3. A statement as to local resources that would be utilized and the degree of the Proposer’s knowledge and familiarity with the local community’s needs and goals.
4. State why the Proposer is best suited to perform the services for this Project.
5. SECTION B-4 FISCAL STRENGTH (WEIGHT = 25% OF PACKAGE B) *(To be used if you would like to have a weight/points assigned to the Company’s financial strength)*
	1. Each Proposer should provide a copy of the audited financial statements (including balance sheet and income statements) of the Proposer for the last two years, together with the financial statements of any parent or affiliated company of the Proposer for the same two year period. A copy of the CPA’s review opinion letter must accompany the financial statements, demonstrating the level of financial statement service. The financial statement must set forth the financial status of the entity or business unit that will actually perform the services to be provided under the Contract.
		1. Audited financial statements are required, but if the Proposer is a subsidiary that does not publish audited financial statements, then the parent company’s audited financial statements are allowed to be submitted to meet the requirement, as long as the Proposer is identified as a business segment of the parent and the business segment financial information is presented.
		2. An acceptable audited financial statement will comply with accounting standards accepted in the United States or International Accounting Standards.
		3. A copy of the auditor’s opinion letter must accompany the financial statements, demonstrating the level of financial statement service.
	2. An acceptable alternative to providing two years of audited financial statements is providing a minimum two years of financial statements reviewed by a Certified Public Accountant (CPA) with a current license and in accordance with AICPA standards.
		1. Each Proposer should provide a minimum two years of financial statements reviewed by a Certified Public Accountant (CPA) with a current license and in accordance with AICPA standards.
		2. A copy of the CPA’s review opinion letter must accompany the financial statements, demonstrating the level of financial statement service.
6. **PACKAGE C – PRICING PROPOSAL** (EVALUATED AND SCORED - 50% OF TOTAL SCORE) **Submit RFP Attachment 2 as Email 2 of 2 pursuant to Section 5-Required Submissions**
7. **CONTRACT AWARD SUBMITTALS**

Upon approval of award by the Washington/Baltimore HIDTA/Mercyhurst University, if insurance, bonds or any other submittals are required after approval of the award by the Governing Body, the Purchasing Representative will send a Notice of Award – Contingent Upon Receipt of Submittals to the successful Proposer, requesting the required submittals be submitted to the Washington/Baltimore HIDTA within three Days of the notice.

* + - 1. Insurance: Prior to execution of a Contract, the Successful Proposer shall furnish proof of insurance
			2. Performance Bond: Prior to execution of a Contract, the successful Proposer shall furnish a Performance Bond in the amount of 20% **OR**  of the Proposal price. The successful Proposer shall pay all premiums and cost of the bond.

The performance bond shall be written on the form provided by the Washington/Baltimore HIDTA Attachment 8 (Performance Bond) Also found at <https://www.gsa.gov/cdnstatic/SF25-16a.pdf?forceDownload=1>.

The successful Proposer shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The performance bond shall be sent to the TO Procurement Officer, no later than 10 Days after Notice of Award – Contingent Upon Receipt of Submittals.

* + - 1. Liquidated Damages – Insurance/ Performance Bond Submittal

If the Successful Proposer does not provide the insurance and/or performance bond (if required submittals on or before the 10th Day as required, the successful Proposer will pay over to Mercyhurst University, acting as directed trustee on behalf of W/B HDITA, the amount of $ASK $###,###.##100 per Day as liquidated damages.

 If the successful Proposer does not keep the insurance policy (ies) or performance bond in effect or allows them to lapse, the successful Proposer will pay to Mercyhurst University, acting as directed trustee on behalf of W/B HIDTA, the amount of $100, per Day as liquidated damages. Mercyhurst, acting solely as directed trustee, may waive the liquated damages penalties if so directed by W/B HIDTA. OPTIONAL

1. **FEDERAL CONDITIONS**

Pursuant to Appendix II to 2 code of Federal Regulations (CFR) Part 200, Contract Provisions for non-Federal Entity Contracts Under Federal Awards is incorporated into this Contract by reference, and orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the order is placed or upon delivery.

In addition, if using subcontractors, pursuant to CFR Part 200.321

**SECTION 6B- COMMENCEMENT OF WORK**

Commencement of work in response to a TO Agreement shall be initiated only upon:

* + 1. Issuance of a fully executed TO Agreement
		2. Completed Risk Assessment and approval by W/B HIDTA
		3. Executed Master Contract
		4. Signed Non-Disclosure Agreement by TO Contractor
		5. Purchase Order, and
		6. Notice to Proceed by the TO Procurement Officer

**SECTION 7- INVOICING INSTRUCTIONS**

* 1. After the end of each month, the TO contractor shall submit timesheets to the TO Manager for review prior to submitting an invoice.
1. Timesheets shall include a detailed list of tasks and expenses sufficient to justify the invoice.
2. The W/B HIDTA Finance Program Manager may at any time request additional fields and/or information in timesheets submitted by TO Contractor.
	1. The TO Manager shall review, sign and return the timesheets to the TO Contractor.
	2. The TO Contractor shall send a copy of the signed timesheets with an invoice to the W/B HIDTA Finance Program Manager
	3. The TO Contractor shall invoice the W/B HIDTA monthly at the proposed hourly labor rate for actual hours worked, as documented in the approved timesheets.

**ATTACHMENT 1- RESERVED**

**ATTACHMENT 2- PRICE PROPOSAL**

Address the following two sections and their relevant sub-sections.

Proposed Services Narrative: Describe how you will complete the Scope of Work in Section Three (3).

 Understanding of the requirements

 Technical approach and proposed work plan for the required services

Technical capabilities in terms of personnel, equipment and materials; management plan, including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.

Identify any subcontractors or if a joint venture is proposed. If a joint venture or any subcontractor is proposed that would perform 10% or more of the work, a Profile of Firm form should be submitted for each

Price Proposal: Provide a detailed breakdown of all costs associated with the Proposal

**ATTACHMENT 3- RESERVED**

**ATTACHMENT 4- CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

 **Attachment 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A) "Conflict of interest" means that because of other activities or relationships with other entities, a contractor is unable or potentially unable to render impartial assistance or advice to the government, or the contractor’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B) Potential Contractors must comply with FAR §9,1 and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Representative and Affiant)

**Attachment 5 – non-DISCLOSURE agreement to contractor**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between the W/B HIDTA and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its principal office in ­­­­­\_\_\_\_\_\_\_ located at

**WHEREAS,** WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for <<Solicitation Title>> RFP No. <<SOLICITATION NUMBER>> dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “RFP”) issued under the Consulting and Technical Services procurement issued by the W/B HIDTA

**NOW THEREFORE,** in consideration of the aforementioned information disclosures, the parties hereto agree as follows:

1. All information disclosed by either company to the other in connection with the Program shall be deemed to be “Proprietary Information.” Such information is for the purposes of facilitation of work on the Program only and shall be kept in confidence by the receiving party. Furthermore, the receiving party shall not use such information, data, documents, or other material for any other purpose without the prior written consent of the disclosing party, and then only on a “need to know” basis.
2. Proprietary Information shall be held in confidence by the receiving party with the same degree of care that is used to protect its own Proprietary Information, and in no case less than a reasonable degree of care; provided, however, that this obligation shall not apply to information that:
	1. Is or becomes publicly available, other than through the fault or negligence of the receiving party; or
	2. Was known to the receiving party, without restriction, at the time of receipt; or
	3. Is rightfully and lawfully obtained by the receiving party from a third party, which has an unrestricted right to disclose the Proprietary Information; or
	4. Is released, in writing, without restriction by the disclosing party to any third party; or
	5. Is disclosed pursuant to any law, rule, administrative, judicial action or Government regulations or direction, and, to the extent permitted by applicable law, the receiving company has notified the disclosing party within a reasonable time after receipt of the judicial notice or Government regulation or direction; or
	6. Is independently developed by the receiving party, provided that the person or persons developing the same had no access to the same information as furnished hereunder and provided that the receiving party is able to document the basis for its claim of independent development.
3. If any portion of the disclosing party’s Proprietary Information falls within any one of the above exceptions, the remainder shall continue to be subject to the prohibitions and restrictions contained herein.
4. All information disclosed to the receiving party hereunder is, and shall remain, the sole property of the disclosing party. The disclosing party makes no warranty as to the accuracy of the information disclosed.
5. The receiving party shall not disclose to any third party Proprietary Information disclosed by the disclosing party or offer for sale or manufacture or otherwise disclose to any third party devices (or related information) utilizing any of the Proprietary Information unless otherwise permitted in writing by the disclosing party.
6. This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the exchange and protection of Proprietary Information. This Agreement may not be modified in any manner except by written amendment executed by each of the parties hereto.
7. The laws of the Commonwealth of Pennsylvania shall govern this Agreement without giving effect to the principles of conflicts of law thereof, and there are no understandings, agreements or representations, expressed or implied, not specified herein. Each party hereby irrevocably waives, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding or counterclaim relating to this Agreement.Parties agree to submit any disputes to binding arbitration
8. Neither the execution of this Agreement nor the furnishing of any Proprietary Information by the disclosing party shall be construed as granting expressly, by implication, estoppel or otherwise, any licenses, trademarks, copyrights, inventions, or patents now or hereafter owned or controlled by the disclosing party, or any other rights, nor shall the transmission of such Proprietary Information by the disclosing party constitute a representation, warranty, assurance, guaranty or inducement by the disclosing party to the receiving party with respect to the infringement of the rights of any party.
9. The receiving party fully acknowledges the highly proprietary nature of the Program and its extreme market sensitivity; hence the receiving party shall strictly comply with the terms of this Agreement. The receiving party further acknowledges that all Proprietary Information received under this Agreement shall be only for the purpose of supporting the Program.
10. Neither the execution of this Agreement nor the furnishing of any Proprietary Information by the disclosing party shall be construed as granting expressly, by implication, estoppel or otherwise, as an obligation to enter into a subsequent contract or to result in any claim whatsoever by one party against the other party reimbursement of costs for any effort expended hereunder.
11. Within 24 hours upon conclusion of the Program, or immediately upon request by the disclosing party, the receiving party shall cease using the Proprietary Information, and shall destroy all such information, including authorized copies thereof.
12. For the purposes of all communications and transmittals of Proprietary Information under this Agreement, the respective authorized representatives of the disclosing party and the receiving party, subject to change upon written notice, are:

|  |  |
| --- | --- |
| **CONTRACTOR**  | **<W/B HIDTA>** |
| Attn :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Attn: Ethan Weitzman9001 Edmonston Rd, Suite 400Greenbelt, Maryland 20770Voice : 301-489-1750Email : EWeitzman@wb.hidta.org |

1. This Agreement shall terminate immediately upon conclusion of the Master Contract
2. Each party acknowledges that unauthorized disclosure or use of Proprietary Information provided to the receiving party may cause substantial harm and damage to the business of the disclosing party which may be difficult to ascertain and which may not be adequately compensated by damages at law. Therefore, each party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, the aggrieved party shall be entitled to seek an injunction prohibiting any unauthorized disclosure or use of its Proprietary Information. Any such injunctive relief shall be in addition to, and not in lieu of, any appropriate monetary damages finally judicially determined. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees.
3. The parties acknowledge that any materials and technical information provided under this Agreement may be sensitive to on-going and future law enforcement operations and may be classified as such by having affixed to it a legend stating that it is “Controlled Unclassified Information.” Any use or disclosure of such materials and technical information must be authorized under applicable law enforcement regulations.   The receiving party agrees that it shall not use or transmit the materials or technical information except in compliance with applicable law enforcement regulations of federal, state and local jurisdictions in the United States.  If requested by the disclosing party, the receiving party shall sign written assurances as may be required under such regulations.
4. Neither this Agreement, nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by either party, provided that either party may assign or transfer this Agreement and rights hereunder to any current or future affiliates or successor company if such assignee agrees in writing to the terms and conditions hereunder, which agreement shall not be unreasonably denied.
5. No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

|  |  |  |
| --- | --- | --- |
| **CONTRACTOR INC.** |  | **W/B HIDTA** |
|  |  |  |
| SIGNATURE |  | SIGNATURE |
|  |  |   |
| TYPED OR PRINTED NAME |  | TYPED OR PRINTED NAME |
|  |  |   |
| TITLE |  | TITLE |
|  |  |  |
| DATE |  | DATE |

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**

TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Printed Name and Addressof Employee or Agent |    | Signature |  | Date |
|  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |
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**ATTACHMENT 6 [RESERVED]**

**Attachment 7– Criminal background check affidavit**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_\_\_\_\_(Title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the duly authorized representative of \_\_\_(Master Contractor)\_\_\_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_ (Master Contractor) \_\_\_\_\_\_\_\_ has complied with Section 1, Security Requirements of the W/B HDITA TORFP.

I hereby affirm that the \_\_\_\_(Master Contractor)\_\_\_\_\_\_\_\_ has provided W/B HIDTA with a summary of the security clearance results for all of the candidates that will be working on Task Order <<Solicitation Title>> <<SOLICITATION NUMBER>> and all of these candidates have successfully passed all of the background checks required under Section 1 of the TORFP. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

Master Contractor

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

Typed Name

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

Signature

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

Date

**Submit within 7 days of NTP**

**ATTACHMENT 8 PERFORMANCE BOND FORM SEE:**

<https://www.gsa.gov/cdnstatic/SF25-16a.pdf?forceDownload=1>.