

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING 15	PAGE OF PAGES 1   55	
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-09-R-0002	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 15 Oct 2008	6. REQUISITION/PURCHASE NO. W74MYF8081N730		
7. ISSUED BY US ARMY MEDICAL RESEARCH ACQUISITION ACT DIRECTOR 820 CHANDLER STREET FORT DETRICK MD 21702-5014 CODE W81XWH			8. ADDRESS OFFER TO <b>See Item 7</b>		(If other than Item 7) CODE		
TEL: FAX:			TEL: FAX:				

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

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:00 PM local time 26 Nov 2008  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME JENNIFER JACKSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-2054	C. E-MAIL ADDRESS jennifer.jackson1@us.army.mil
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### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Commercial Software Application				
	CPFF				
	Provide a commercial software application to manage Veterinary Medicine Program at the Walter Reed Army Instiute of Research (WRAIR) Silver Spring, MD. The software application is to be delivered in accordance with the performance specifications and minimum essential characteristics. (See Section C)				
	FOB: Destination				
	MILSTRIP: W74MYF8081N730				
	PURCHASE REQUEST NUMBER: W74MYF8081N730				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

## Section C - Descriptions and Specifications

### SPECIFICATIONS/CHARACTERISTICS

#### **Performance Specification and Minimum Essential Characteristics**

##### Software Database

#### **Objective:**

Provide a commercially available software application that manages the daily, weekly and yearly functions for Animal Care and Use Program, Animal Health, Animal Ordering, Animal Reporting and Animal Tracking for the Institutional Animal Care and Use Committee (IACUC).

#### **Current Data and Operation Structure Background:**

##### Software platform

- The operating system/framework requirements in regards to desktop, workstation, laptop (notebook) and tablet computers are Microsoft Windows XP Professional 2002 Service Pack 2.
- The operating system/framework requirements in regards to PDA and other handheld devices is Microsoft Windows XP Professional 2002 Service Pack 2.
- In regards to peripheral devices (scanners, etc...), there are no major proprietary systems/existing architecture/legacy infrastructure the new system should interface.

##### Database platform

- The operating system (incl. version), that the DBMS (Database Management System) will be running under is Microsoft Windows Server 2003 Enterprise Edition (or Standard Edition).

##### Web platform

- The Web component operating system/Web server /framework requirements are Microsoft Windows Server 2003 Standard Edition.

##### Topology

- The overall infrastructure layout of the system, in terms of servers, network access points, LAN (Local Area Network), WAN (Wide Area Network); if i.e. should the system be delivered nationally, locally, over LAN, over the Internet would be to use FTP delivery to database administrator's computer then he/she will load the server. WRAIR/NMRC security policy does not allow the outside software providers direct access to load to the server. WRAIR/NMRC will create and install a FTP path in database administrator's computer for outside software delivery to WRAIR/NMRC.

##### System Architecture

- The organizational layout (Sites, sub-sites, etc...) is only one site.
- Some modules may require centralization ("central procurement area"), to the degree (Site, national, etc...) is only one site.

#### **Minimal Essential Functions:**

- if multiple modules are procured, they must be able to integrate and/or talk (compatible) with each other.

- software must be compatible with the current Oracle database version (10g) currently being used by the U.S. Army and potentially Datex-Ohmeda S/5 Collect Software.

Note: WRAIR/NMRC has upgraded to Oracle Database 11g Release 1 (11.1.0.6.0)

- the type of data from Datex-Ohmeda S/5 Collect Software that will be needed to be compatible with the software proposed is that we presently have Orex® (digital x-ray processor) DRR (Dynamic Range Reconstruction) image and S5 ADU from Datex Ohmeda® (anesthesia machine). Not sure what the format of data is, potentially digital.

- migrate all data currently maintained in FileMaker Pro, Oracle, Access 2003 and our current LAMBS software as well as Excel spreadsheets being used by the Animal Care and Use Program Office.

Data migration is a major undertaking; WRAIR will provide existing database schemas, data dictionaries (for existing relational or other DBMS) as well as data definition/documentation for Excel spreadsheets which will be made available upon award.

- provide service/maintenance agreement to support the software and provide software and upgrades as they are released.

- provide training to US Army IT specialists so that they are able to service and/or maintain the system and create necessary organizational specific reports.

- ensure that the customization of the US Department of Agriculture (USDA), Animal/Plant Health Inspection Service (APHIS) form 7023 (USDA annual report) and various other forms and reports used by the animal care and use program is performed. Upon request once the contract has been awarded WRAIR can provide templates of the various other forms and reports used by the animal care and use programs. Presently the templates are in Word and some in other Microsoft products (i.e. Excel).

- be compatible with remote and/or mobile units (i.e. scanners, palm pilots, notebooks, and tablets) within the facility and have the potential for future wireless conversion. (The palm pilot is a generic mobile wireless hand held device.) The wireless handheld devices will be used to scan animal data bar code and automatically load all data to PC. The data from PC will be Hotsync load to all records to the database server.

- provide Administrator and User training.

- provide for multiple users with different levels of access/security

- meet all governmental firewall security and secure access regulations and policies from all Walter Reed Army Institute of Research (WRAIR) and Naval Medical Research Center (NMRC) network access points

- meet all requirements for firewall security and secure access

Type of firewall and basic configuration (communication ports) is SFIP Software/Port 22.

- user friendly

- must be 21 Code of Federal Regulations (CFR) compliant (The software must be certified with a certificate.)

- ability to archive information indefinitely (The information type to be archived is all.)

- the objective of "Archiving" of the specified information is the Government needs the ability to retrieve information potentially over 5 years. The problem to have enough memory space is the government's responsibility, but we don't want to delete anything unless we choose too. Having the ability to continue to add information to the database will help better manage our information long term.

- provide unlimited or indefinite number of users (Potentially over 300 people will have to be able to access various portion/sections/functions.)

### **Individual Module Functions:**

#### **1. Animal Care and Use Program (IACUC) module**

Protocol submission – using DOD template (WRAIR can provide a copy of the DOD template used for its protocol submission upon award of contract.); Most of the protocols will be stored in MS Word.

- allow multiple viewers to view, make suggestions and/or edit protocols/amendments from form creation to authoring and submission to reviews and meetings
  - 1<sup>st</sup> order review/comments
  - 2<sup>nd</sup> order approval review
  - track changes
- allow for assignment of various animals w/ signalment and pain categories
- allow electronic approval/signature (Currently WRAIR has ApproveIt software and can digitally sign forms.)
- web-based forms and submissions (Web application, Available under the context of limited connectivity with independent browsers.)

(The purpose for providing web based functionality as opposed to other forms of client-server architecture (i.e. thin/thick/Terminal service clients) is that the government wants the administrator to be able to perform web maintenance vs. going to each computer to update or perform repairs. WRAIR has an intranet that will be used with a central server. The central server is where all administrator maintenance is to be performed. The users will access the central server. Must allow multiple users to be performing different tasks at the same time.)

- link standard operating procedures (SOPs) to submission form (Examples of the SOPs to be linked to the submission form will be made available upon award.)
- generate automatic notifications: over due replies, expiring protocols, annual reviews on due date
- IACUC minutes
- meeting agenda
- members present
- facility inspection, program review (FIPR)
  - assign tasks
  - input/findings
  - review/comments
  - approval

(The FIPR is performed every six months. The facility is inspected by a committee. The committee members are split up to optimize their time. Each team is required to visit and inspect their area (members and areas may change each time). The findings are compiled and corrections pursued. Correction comments are also inputted and final review performed prior to approval.)

#### **2. Animal Health Care Module**

##### \*Animal Records

- will automatically make a health record for all laboratory animals received into the facility
- track animal as individual or as part of a group/cage (It is more of a census/cage card issue. The grouping of animals is sometimes required by the investigator. When animals are grouped the one cage card will be printed for all 10 animals. If the investigator then needs the animals individually housed new cage cards will be printed with

only one animal on the card. Tracking of these animals must be maintained throughout the life of the animal in the facility.)

- have at least the following fields: age, date of birth (DOB), sex, weight (also history), current pain category, current protocol, past protocols/agents used, vendor, date arrived, euthanized/dead date, viral status (i.e. NHPs: herpes, retro viral), last physical (if in-house over 6 months), last tuberculosis (TB) (also history), shipped date, receiving facility
- has capability for both animal id and animal tattoo
- have the capability of Subject, Objective, Assessment, Plan (SOAP) format for entry
- importing laboratory and/or diagnostic results (i.e. digital, PDF or directly) (The term “importing” is referring to digital transfer of information)
- importing pictures
- track animal from receipt to death, archive animals for potential searches
- date surgery performed, what surgery, report, follow-up, anesthesia reports
- create treatment orders & record treatments completed
- create treatment overdue list or not performed (vet checks)
- schedule tasks (i.e. TBs, physicals, bloodwork)
- manages the breeding of animals (i.e. pedigrees, progeny) to ensure optimal genetic diversity (This is not a report, this is a functionality that manages the breeding of animals to ensure that optimal breeding is maintained and animals are followed overtime to determine breeding efficiency, conception rate, pregnancy rate, birthing rate and weanling rate. )

#### Environmental Enrichment (EE)

- monitor and track the EE program (large animals and rabbits)
- track pair housing program
- track food/water/EE/bedding/housing restrictions
- track by animal or protocol

#### Necropsy

- authorized requesters to request necropsy by web (The work flow of the web necropsy request approvals consist of: Investigator—request (have necropsy done)—pathology—performed—report (part of medical/health record)—approved (digital signature) – sends message to requestor (availability to added addendum to the report)
- query by animal ID, tattoo and submitter, pathologist
- input both gross and histological findings for individual animals
- annotate different histological techniques used (Input a complete list (Library) of words/phrases that the pathologists would use, must have the ability to add/delete for future changes.)
- mandatory fields with accurate information before system allows submission (Examples: Investigator, date, protocol, service requested)
- query key words or disease
- provide standard macros (for disease or lesion or quality control (QC)) (Standard macros are phrases that pathologists use to describe what they are seeing. These would be provided. These would be searched from a bank. The macro is chosen and another phrase or paragraph is inserted.)

### 3. Animal Colony Management Module

#### Animal Ordering – web-based

- provide automated animal ordering (The investigator logs on and fills out the animal order with pertinent information. This will include the pain category that the animals will be assigned too. The system verifies that the order can be made, based on numbers, animal/strain and pain category. The order is sent to the central procurement area. There is the option to add interim approvals before reaching central procurement area.) (The scope of the automation (i.e. recurrent ordering process, B2B, etc...) If an investigator wants to set up a recurring order, then there is an option upon making the order that allows orders to recur along as it is approved from the central procurement area. )
- ability to invoice to specific studies or projects

- cage card printing capability (Use network printers, mostly Hewlett Packard.)
- automatically pulls from/adds back number of animals for the protocol (tracks animal numbers on protocol)
- prevents ordering when not enough animals left on protocol
- orders submitted to a central procurement area for approval and ordering (The specific role of the central procurement area, they can accept or reject whole/part orders, procure, bill investigators, invoice, perform investigator inquiries and approve orders. On average the number of orders submitted per day to the central procurement area is about 10-15/week)

#### Animal tracking/transfers

- track animals by room, protocol, primary investigator (PI), cage
- record of all location history
- auto reply to PI after orders/transfers complete
- transfers submitted to central area for approval and processing
- tracks pain categories of animals

(An example of how and when a particular pain category is assigned to an animal, at arrival in facility, and upon assignment to a protocol is: The investigator when an order is made will dictate how many animals will be assigned to each pain category allowed by the approved protocol. Upon assignment to the protocol (when received) – animals maybe used on more than one protocol. So the software must be able to track each animal and what pain categories that animal has been assigned to over the year and report the highest pain category. So for one year, one animal is reported with the highest pain category that the animal was on during the year. The pain category assigned to an animal can be changed / revised if animal wasn't used in the proposed protocol for some reason, animal didn't succumb to disease, investigator reports different numbers on annual review or animal was used on multiple protocols with different pain categories.)

#### Animal Census

- can track animals as individual or as a group
- perform and update daily, with option to perform from daily to weekly
- accurate daily or weekly per diem
- historical record of animal locations
- bar code – ability to input for number for census (override) (The bar coding system that is currently in place at WRAIR uses Symbol Barcode Scanners, SPT 1700 & 1800 Scanners and Triggers.)

#### **4. Reports**

- USDA annual report due by December 1 of each year for the preceding fiscal year ending September 30
- ability to distinguish animals that have been used on more than one pain category protocol
- Due in
- Delivery report
- Daily order report
- ability for end-user to customize reports as needed (Using both filter and sort and/or alter the content/layout of a report.)

#### **5. Security**

- has individual levels of password protected authorization
  - be compatible with DOD/WRAIR information technology (IT) policies
- (The password protected policy according to the Army Best Business Practice (BBP) user-level generated passwords should be changed a minimum of every 60 days. A user password should consist of combination of at least 2 uppercase, 2 lowercase, 2 numbers and 2 special characters.)

#### **6. Query**

- query one or multiple fields at a time

- print query results or translate over into excel for further manipulation
  - ability to query all fields/modules
- (WRAIR/NMRC requires a built in query functionality in the software proposed. The ability to query modules by any inputted word or phrase. (i.e. animals records, necropsy report, etc.)

**7. Administration (WRAIR Database administrator) must have the ability to:**

- have full control to manage the database server, Web server and the responsibility to manage the production, test environments in house (WRAIR)
  - manage applications
  - manage web-based functions and/or applications
  - provide limited security access to users
  - add/delete forms/templates
  - setup protocol approval routes
  - perform a full audit trail of actions
  - customize reports (The database administrator will only work on database and web servers. WRAIR/NMRC developers are using Oracle Application Express tool to create web based reports.)
  - expect contractor service support within 24 hours and unlimited throughout the year
  - all support must go through end users administrator because no remote access to WRAIR (DOD) system is allowed
  - support can be in the form of email (w/ attached software), CD, phone calls
  - contractor service support one time fee (yearly) not on call basis
  - ability or potential to import animal records from outside sources
- (WRAIR/NMRC will create and install a FTP path in database administrator's computer that will be used for all outside software delivery to the facility.)

**8. Accessories**

- must be compatible with off the shelf items (i.e. palm pilots, tablet, notebooks)
- (Palm pilots, tablets, laptop, scanners, notebooks (any commercially available piece of hardware would be deemed beneficial to our program).)

### **Quality Assurance Surveillance Plan**

Contractor shall be responsible for the complete update, data migration and validation. The application software will be operated in a test/validation mode (see appendix 1) with the current in-house testing database for up to three months. The system will go through function tests to ensure that all functions are running correctly. If problems are found, a report will be generated by WRAIR database administrator. The report will be forwarded to the contractor for corrections/trouble shooting. Once the corrections are made, the contractor will send corrected software via email, compact disc (CD), or digital video disc (DVD) back to the WRAIR database administrator. The function tests will be rerun, once software is upgraded, from the beginning of the system to ensure that the integration of the software is complete. System must be fully implemented 6 months after the contractor is notified by the end user that the required hardware is in place to start the test/validation mode. WRAIR/NMRC will be provided a list of needed hardware from the Contractor of the minimal requirements to test and validate the system.

### **SOFTWARE TEST/VALIDATION**

#### **Software, Systems and Server Test Case**

Upon delivery of the software the government will perform a software, systems and server test case to ensure that the delivered product meets the requirements of the performance specification and minimum essential

characteristics. A test case is a specification that test the system that includes what to test with, input, conditions and results. A test case is a property of a test context. The test case is an operation specifying how a set of cooperating test components interacting with a system under test realizes a test objective. Both the system under test and the different test components are parts of the test context to which the test case belongs. A test case is defined in terms of sequences, alternatives, loops, defaults of stimuli to and observations, it implements a test objective. A test case uses an arbiter to evaluate the outcome of its test behavior. The government estimates that the validation and testing will take about 3 months. If during the testing problems/bugs are discovered in the software, the product will be returned to the contractor to modify to correct the problem.

#### Types of Testing Case

1. Compatibility Testing
2. Functionality Testing
3. Performance Testing
4. Load Testing
5. Web Application Testing
6. Network Communications and Reliability Testing
7. Security Testing
8. Integration Testing

#### **1. Compatibility Testing**

Compatibility testing is used to determine if the software application has issues related to how it functions in concert with the governments operating system and different types of system hardware and software. The governments internal tester objective is to ensure that the software functions as designed.

#### **2. Functionality Testing**

Functionality testing is employed to verify whether the product meets the intended specifications and functional requirements laid out in the requirement documentation. As competition in the software and hardware development arena intensifies, it becomes critical to deliver products that are virtually bug-free. The objective of functionality testing is to identify and correct problems before the product is implemented to the users.

#### **3. Performance Testing**

The governments system administrator will individually test each station. Each test station is comprised of a single high-end PC server connected with gigabit networking to a Cisco switch, with individual machines connected via 100 megabit network. Each test station is connected to a central Cisco router that maintains communication between the stations, as well as provides internet access to the end users. This performance testing as it applies to networks, websites and web-based applications involves load testing.

#### **4. Load Testing**

Performance testing as it applies to networks, websites and web-based applications involves load testing. Load testing is employed to determine if the governments system (application) and servers (website) are equipped to handle the network traffic anticipated at deployment, as well as increased network traffic in the future. What happens when the governments server or web site is hit by a large number of users at the same time? Will it still function as intended? The basic purpose of load and performance testing an application and/or website is to accomplish the following:

- To measure the effects on user experience as total user load is increased
- To measure the average page response time and determine if the performance is acceptable at both average and maximum user loads.

- To measure the average page response time and determine if the performance is acceptable at both average and maximum user loads.

What will load testing application or website find?

- Capacity of the current system.
- Router/firewall problems.
- A broken web server, application server or database server.
- Load balancing problems.
- Bandwidth problems.
- Server capacity problems.
- Performance (average page response time) problems.

### **5. Web Application Testing**

To ensure that the governments website is high caliber on all levels, various testing methodologies will be incorporated to find weaknesses in usability, as well as functionality, performance, and browser compatibility. Modern web sites have turned into massive software projects. The government will test every

aspect of website, including:

- Data validation.
- User input testing.
- URL validation.
- Dynamic content testing

### **6. Network Communications and Reliability Testing**

Internet applications, and web products in particular network communications are of the utmost importance. The government must determine the hardware requirements necessary to keep our website running at its peak efficiency, even under heavy traffic attack. The system and database administrator will determine how much bandwidth an individual user requires, how long the average visit might be, and other factors that will influence the network availability and the number of customers that can be service.

### **7. Security Testing**

The software will be scanned to see if any virus are found that will affect the system.

How does the application fare against an attempted hacker? This is a question that we will consider while testing the application's security concerns.

- Application security protection versus the attackers.
- Vulnerabilities, threads, attacks and risks—Common sources of vulnerabilities.
- Anatomy of an attack.
- Common software application vulnerabilities and attacks.
- Common security defenses

**The government will review the products overall approach to the U.S. Army IT regulation.**

### **8. Integration Testing**

Integration testing, also known as integration and testing (I&T), is a [software](#) development process which program units are combined and tested as groups in multiple ways. In this context, a unit is defined as the smallest testable part of an [application](#). Integration testing can expose problems with the [interfaces](#) among program components before trouble occurs in real-world program execution. Integration testing is a component of [Extreme Programming](#) (XP), a pragmatic method of software

development that takes a meticulous approach to building a product by means of continual testing and revision. There are two major ways of carrying out an integration test, called the bottom-up method and the top-down method. Bottom-up integration testing begins with [unit testing](#), followed by tests of progressively higher-level combinations of units called modules or builds. In top-down integration testing, the highest-level modules are tested first and progressively lower-level modules are tested after that. In a comprehensive software development environment, bottom-up testing is usually done first, followed by top-down testing. The process concludes with multiple tests of the complete application, preferably in scenarios designed to mimic those it will encounter in customers' computers, systems and [networks](#).

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

252.246-7000      Material Inspection And Receiving Report      MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	6 wks. ADC		WALTER REED ARMY INSTITUTE OF RESEARCH ROBERT GRANT BLDG 503 SILVER SPRING MD 20910-7500 301-319-9353 FOB: Destination	W74MYF

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Within Days 30

After Date of Contract

Item No. Quantity of Contract

0001

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

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Within Days

After Date

Item No. Quantity of Contract

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**REPRESENTATIONS AND CERTIFICATIONS (MAR 1999) (USAMRAA)**

The representations, certifications, and other statements submitted by the contractor, dated \_\_\_\_\_, are incorporated herein by reference.

**VOUCHERS (DEC 2006) (USAMRAA)**

- a. The Contractor shall submit an original and one copy of public vouchers (SF 1034), with supporting documentation, not less frequently than monthly to \_\_\_\_\_ for review and forwarding for payment.
- b. All vouchers shall state the total amount claimed and the subtotals claimed, by category. The Government will make payments to the Contractor in amounts determined to be allowable by the Contracting Officer in accordance with the FAR clause at 52.216-7, Allowable Cost and Payment. For instance, travel costs shall include, as a minimum: date and place (city, town, or other similar designation) of the expenses; purpose of the trip; name of person and that person's title or relationship to the contractor, number of trips, public carrier rates, per diem costs, incidental costs, etc.
- c. Cumulative totals of expenditures in each category shall also be shown.
- d. Each voucher submitted must state the period of performance. Each voucher submitted must request payment for only those man-hours or cost expenditures incurred in that period.
- e. The Contracting Officer shall be notified immediately in the event a budget category is expected to deviate from the negotiated budget.
- f. The completion voucher shall be submitted by the Contractor to the Contract Specialist.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984

52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021	Trade Agreements	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to

this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 511210 - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

(a) Definitions. As used in this clause--

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this

clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique Item Identifier (if available).
- (5) Accountable Contract number.
- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
- (11) Copies of all supporting documentation.
- (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121<sup>st</sup> day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.usamraa.army.mil](http://www.usamraa.army.mil)

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

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

(2) The small business size standard is (insert size standard).

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

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

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

Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS clause No.	Title	Date	Change
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-----  
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section J - List of Documents, Exhibits and Other Attachments

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS

U.S. ARMY MEDICAL RESEARCH ACQUISITION ACTIVITY  
Fort Detrick, MD

The information obtained from this questionnaire will be utilized to evaluate the past and present performance of offerors submitting proposals in response to the W81XWH-09-R-0002/Commercial Software Application. The information you provide will be instrumental in allowing the Government to evaluate how well the contractor performed under your contract(s).

- a. Please complete all sections of the attached questionnaire. Include your name and title, organizational address, e-mail address, telephone and fax number.
- b. Include the contractor's name and address, the title and/or description of the type of work performed, the award number, the value of the contract (including options), the award and completion date of the project and the type of award/solicitation.
- c. Use the rating scale found on the bottom left corner of the questionnaire to rate each performance element.
- d. Comments are encouraged and would be appreciated. The last page may be used if additional space is needed for comments. Clear handwritten responses are sufficient.
- e. Please FAX or e-mail your response to the Contract Specialist whose number and address is shown at the bottom right corner of the questionnaire.

Thank you for your time and participation.

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

USAMRAA Form 74-R-E (FEB 2007)

PAST PERFORMANCE QUESTIONNAIRE

YOUR NAME & TITLE		YOUR ORGANIZATIONAL ADDRESS						
TEL NO. FAX :		E-MAIL:						
CONTRACTOR'S NAME & ADDRESS		TITLE OR DESCRIPTION OF REQUIREMENT:						
CONTRACT NUMBER:		CONTRACT VALUE (INCLUDING OPTIONS):						
CONTRACT TYPE: <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST + FEE <input type="checkbox"/> COMPETITIVE <input type="checkbox"/> NON-COMPETITIVE <input type="checkbox"/> SET-ASIDE <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED		CONTRACT AWARD & COMPLETION DATE:						
<b>PAST PERFORMANCE ELEMENT</b>		<b>RATING</b>						
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>NA</b>
1. Contractor demonstrated a thorough understanding of technical requirements of the contract/task.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								
2. Contractor anticipated/identified and resolved problems effectively.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								
3. Contractor managed and directed resources (i.e. personnel, subcontractors, equipment, etc.) effectively.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								
4. Contractor provided the necessary skilled personnel to perform the required work.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								
5. Contractor retained the necessary skilled personnel and maintained a low turnover rate.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

PAST PERFORMANCE QUESTIONNAIRE

6. Contractor met scheduled contract delivery dates.	<input type="checkbox"/>						
Comments:							
7. Contractor provided accurate, complete and high quality deliverables.	<input type="checkbox"/>						
Comments:							
8. Contractor complied with the terms of the contract.	<input type="checkbox"/>						
Comments:							
9. Contractor was diligent in forecasting and controlling contract cost.	<input type="checkbox"/>						
Comments:							
10. I would recommend award to this contractor again.	<input type="checkbox"/>						
Comments:							

1	0 – 25% of the time	Strongly Disagree	<b>PLEASE RETURN COMPLETED RESPONSE TO:</b> U.S. Army Medical Research Acquisition Activity ATTN: MCMR-AAA-W/J.Jackson 820 Chandler Street Fort Detrick, MD 21702-5014 E-MAIL: jennifer.jackson1@us.army.mil FAX: 301-619-3002
2	26 – 40% of the time	Disagree	
3	41 – 55% of the time	Somewhat Disagree	
4	56 – 70% of the time	Somewhat Agree	
5	71 – 85% of the time	Agree	
6	86 – 100% of the time	Strongly Agree	
NA		No Knowledge of This Element	

USAMRAA Form 74-R-E (FEB 2007)

PAST PERFORMANCE REFERENCE

PAST PERFORMANCE

REFERENCES

1. Contractor Name, Address & Phone:
2. Contract No:
3. Contract Initiation Date:
4. Completion Date (Projected or Actual):
5. Contract Value (with options): \$
6. Type of Contract:
7. Government POC Name, Phone & Email Address
8. Description of Contract Requirements:

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.225-18	Place of Manufacture	SEP 2006
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	JUN 2008
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

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

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

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

Paragraph (c) applies.

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

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

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

(End of Provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
	PRICE		
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

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

(2) The small business size standard is ( ) (insert size standard).

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

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on

that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

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Listed Countries of Origin

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(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

## Section L - Instructions, Conditions and Notices to Bidders

**INSTRUCTIONS****INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION**

Submission of offers. Submit signed and dated offers to the office specified below:

USAMRAA  
MCMR-AAA-W/J. Jackson  
820 Chandler Street  
Fort Detrick, Maryland 21702-5014

At or before the exact time specified in this solicitation (Block 9). All packages must be clearly marked with Solicitation Number W81XWH-09-R-0002.

**L.1. PROPOSAL INSTRUCTIONS**

1. The Offerors' proposals shall be submitted to the Government as 2 separate volumes each volume on a separate compact disk in Microsoft Office Format (i.e. Word, Excel); (1) Volume 1. Technical Capability and Past Performance Proposal to explain required technical efforts and (2) Volume 2. Cost Proposal. The Volume 1 proposal shall be a maximum of 45 pages. The U.S. Army Medical Research Acquisition Activity (USAMRAA) is the sole point of contact for this acquisition for addressing any questions or concerns.

2. The evaluation will be performed by a Source Selection Evaluation Board (SSEB) in accordance with the Source Selection Plan (SSP). The Government's Source Selection Authority (SSA) will decide which offeror will be awarded the contract.

3. The offeror is required to submit a technical capability, past performance and a cost proposal that demonstrates the offeror has a clear and full understanding of the Performance Work Statement (PWS) requirements, and the ability to deliver the required product. The proposal must be sufficiently complete to demonstrate clearly an understanding of and ability to comply with all the PWS and minimum essential characteristics requirements. The quality of the proposal will be evaluated in the context of being representative of the offeror's products. The Offeror is encouraged to be concise but thorough in this written technical proposal.

4. Do not rephrase or restate the Government's requirements, rather, provide convincing rationale of the methods intended to be used to meet the PWS requirements. Assume the Government has no prior knowledge of your experience. With the exception of past performance, the evaluation described in Section M of this document will be based on the contents of proposals received, not on assumptions or outside knowledge of the Offerors.

**Volume 1: Technical Capability and Past Performance****Section 1: Table of Contents****Section 2: Offeror's Introduction/Executive Summary****Section 3: Technical Capability**

- 1) The proposal shall demonstrate the offeror's approach to meeting the solicitation requirements and understanding of the requirement.
- 2) Describe the methods and approach that completely define and satisfied the requirements performance specifications and minimum essential characteristics specified in the RFP.
- 3) The proposal shall demonstrate the offeror's ability to meet the required delivery date.

#### **Section 4: Past Performance**

- 1) The proposal shall demonstrate the relevancy of previous experience delivered software products presented by the offerors to customers with similar requirements.
- 2) Describe the number and severity of problems encountered that is documented in their past performances and the demonstrated effectiveness of corrective actions taken, over-all results, not simply problem-free management.
- 3) Past Performance Questionnaire. Each offeror must request completion of past performance questionnaires (**Attachment Section J**) from those companies/customers, whose requirement is/was similar to this RFP. References must complete the "past performance questionnaire" and submit it directly to Ms. Jennifer Jackson no later than the dated specified on the SF 33, Block 9, using one of the following methods:
  - (1) **E-mail:** jennifer.jackson1@us.army.mil
  - (2) **Fax:** (301) 619-3002.
  - (3) **Mail:** U.S. Army Medical Research Acquisition Activity, ATTN: MCMR-AAA-W/Ms. Jennifer Jackson, 820 Chandler Street, Fort Detrick, MD 21702-5014

The Offeror must submit **at least three (3)**, but **not more than five (5)** references, including all the information and in the format provided in Section J.

Offerors may identify federal, state, or local government or commercial contracts that were similar in nature to the current acquisition. The Government will randomly check the provided past performance history, and may check and consider performance on tasks not identified by the Contractor.

#### **Additional Government Past Performance Information**

The Government reserves the right to obtain past performance information through random checks of provided contract references or through information maintained in the Government's past performance database. Should this information be sufficient to negatively impact the Offeror's chance of being awarded a contract under this solicitation, the Government will provide this negative information to the Offeror and provide an opportunity for rebuttal, explanation, or clarification.

### **Volume 2: Cost Proposal**

The Offeror shall provide a business Cost proposal with costs identified for the CLIN in Section B.

#### **Section 1:** Table of Contents

**Section 2:** SF 33, "Solicitation, Offeror, and Award," with blocks 12 through 13 completed by the offeror.

**Section 3:** Section B, "Supplies or Services and Prices/Costs," which includes the offeror's proposed contract line item cost inserted in the appropriate spaces. An estimate for technical personnel, administrative personnel and materials is requested for the deliverable software.

**Section 4:** Current Commitments: The offeror shall list current commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the delivered software contemplated under this proposal.

**Section 5:** The offeror shall indicate if he/she has the necessary financial capacity, working capital and other resources to perform this contract without assistance from any outside sources. (If not, he/she is to indicate the amount required and the anticipated source).

**Section 6:** Cost Proposal – Offeror’s shall identify total costs for the delivered software. The cost shall include labor (mix, hours and rates), materials, and overhead.

(a) **Direct labor:** Estimate the Labor hours required to complete the delivered software. The offeror shall list every labor classification required to accomplish the requirement performance specifications and minimum essential characteristics, the quantities of each classification required, the labor rate, any overtime hours required, and the overtime rate. The offeror shall identify their net productive hour calculation.

(b) **Other Direct Costs:** Estimate all other direct costs for the performance of contract requirements; (i.e., travel, training, etc.) Rationale for each proposed other direct cost is required.

(c) **Indirect Costs:** Offerors shall list all proposed indirect rates chargeable to this effort and provide support for the proposed rates in the form of actual (year-to-date and last two years), rates on file with cognizant audit agencies (DCAA), and forward pricing/budgetary rates. If rates are negotiated for forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. The proposal shall also contain information as to the company's policy and the basis for application of overhead, fringe benefits, and G&A expense. The rate used in computing costs shall be supported by supplemental data listing the base rate indirect cost elements, the expense items comprising the pool, information as to how the rates compare with that applicable to other company operations, how the rates quotes compare with current book rate experience, how it compares with the rates experienced during the prior two fiscal or calendar years, the basis for any changes to these rates, whether the company anticipates any appreciable change in the business volume, other than the effect of the proposed contract, or any other factors which would materially affect the rates. The proposed indirect cost rates shall reflect the impact of the proposed contract effort. **NOTE:** If Facilities Capital Cost of Money is proposed, the contractor must complete DD Form 1861, Facilities Capital Cost of Money at DFARS 253.303-1861.

(d) **Consultant/Subcontractors** (if applicable): Explain the need for consultant services. Identify by name consultants/subcontractors and provide a copy of consultant agreement for each. Identify (1) nature of services, (2) proposed labor hours, (3) fee rate, (4) total consultant fee and any other allowable related costs which may be involved, such as travel and per diem and (5) rationale for subcontracting.

(e) **Profit/Fixed Fee**

**Section 7:** Offeror’s Estimating System: Description of offeror’s estimating system, assumptions and methodology used for estimating costs. As a minimum, the offeror should state all escalation factors applied to base costs, the basis for estimating proposed labor, scrap factors applied to base material estimates, proposed travel cost estimates, and the current audit status of all indirect cost factors.

**Section 8:** Section K, “Representations, Certifications and Other Statement of Offerors”, completed by the offeror. Please assert that the online annual representations and certifications have been completed/updated via ORCA (<http://orca.bpn.gov>)

## **L.2. SOLICITATION QUESTIONS**

a. Interested parties shall submit technical questions in writing to Ms. Jennifer Jackson no later than **10 November 2008** at **11:00 AM** via one of the following methods. The solicitation number must be included.

- (1) **E-mail:** [jennifer.jackson1@us.army.mil](mailto:jennifer.jackson1@us.army.mil)
- (2) **Fax:** (301) 619-3002
- (3) **Mail:** U.S. Army Medical Research Acquisition Activity, ATTN: MCMR-AAA-W/Ms. Jennifer Jackson, 820 Chandler Street, Fort Detrick, MD 21702-5014

b. Questions and their respective responses will be posted to: <http://www.usamraa.army.mil>

**L.3. TYPE OF CONTRACT**

The Government contemplates award of a Cost Plus Fixed-Fee (CPFF) type contract resulting from this solicitation.

**CLAUSES INCORPORATED BY REFERENCE**

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000

**CLAUSES INCORPORATED BY FULL TEXT****52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

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

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

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

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

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

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

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

determination of the prices to be offered in the catalog or marketplace.

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

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

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

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed-Fee (CPFF) contract resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USAMRAA, Attn: MCMR-AAA-W, 820 Chandler St., Fort Detrick, MD 21702, (Fax: 301-619-3002). (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

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

(End of provision)

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

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

[www.usamraa.army.mil](http://www.usamraa.army.mil)

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section M - Evaluation Factors for Award

BASIS FOR AWARD**M.1 BASIS FOR AWARD**

The Government intends to award one contract to provide Commercial Software Application to manage Veterinary Medicine Program at Walter Reed Army Institute of Research (WRAIR) as specified in the Performance Specifications and Minimum Essential Characteristics. Full and impartial consideration will be given to all proposals submitted in response to this solicitation. The SSEB will evaluate each offeror and proposed subcontractors based on the stated evaluation criteria provided above. The Government intends to award a contract to the offeror whose offer is the most overall "Best Value" to the Government taking into consideration the following:

- a. Evaluation of Technical Capability
- c. Evaluation of Past Performance
- d. Evaluation of Cost

The Government reserves the right to:

- a. Reject any or all proposals
- b. Award no contract at all
- c. Award to other than the lowest price offeror
- d. Award a contract without discussions or negotiations
- e. Waive informalities and minor irregularities