

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45XJ38162N001		PAGE 1 OF 67					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W81XWH-09-R-0004		6. SOLICITATION ISSUE DATE 06-Nov-2008			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KELLY SHERMAN				b. TELEPHONE NUMBER (No Collect Calls) 301-619-4064		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 08 Dec 2008			
9. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014  TEL: FAX:		CODE W81XWH		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7M NAICS: 541690			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS		
15. DELIVER TO USA MED INFORMATION TECHNOLOGY CENTER MARY J O'HAVER PROCUREMENT SUPPORT BR 2710 HOWITZER ST BLDG 2372 FT SAM HOUSTON TX 78234-6008 TEL: 210-295-3213 FAX:		CODE W45XJ3		16. ADMINISTERED BY						CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY						CODE	
TEL.		FACILITY CODE									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT	
		<b>SEE SCHEDULE</b>									
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)						
					TEL: EMAIL:						

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ADDITIONAL INFORMATION

Certifications should be completed in ORCA. Additional certifications in solicitation not listed in ORCA shall be completed and included in Volume I.

Completed Volumes I, II, III, IV, and V shall be submitted to the email address below by the closing time and date of 3:00 p.m. Eastern Time (ET) on 08 December 2008.

If any one proposal volume is received past the stated closing date specified in this solicitation, the entire proposal will be considered late. No further consideration will be given to any offeror who submits any of these volumes late IAW FAR 15.208(b).

One copy of each volume (Volumes I through V) sent to [usamraa.rfiresponse@amedd.army.mil](mailto:usamraa.rfiresponse@amedd.army.mil) is required.

The NAICS code for this requirement is 541690. The small business size standard is \$7M.

**Government’s Intent**

It is the Government’s intent that a single contract resulting from this solicitation will be awarded

**Minimum Requirement**

The minimum requirement to be awarded is for a Lot based on 7,680 hours or approximately 4 Full Time Employees (FTEs).

**Maximum Requirement**

The maximum requirement to be awarded during the life of the contract are Lots based on 144,000 hours or approximately 75 FTEs.

**Pricing**

Pricing for each PMSS CLIN (0001, 1001, 2001, 3001, and 4001) should be based on 28,800 hours or approximately 15 FTEs.

The estimated plug in number to be used for each ODC/Travel CLIN (0002, 1002, 2002, 3002, and 4002) is \$45,000.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	PMSS - Base FFP Contractor shall provide expert Project Management Support Specialist services in the forms of program management, consultation, and acquisition strategies for Medical Information Systems. These tasks shall be performed in accordance with the PWS. The period of performance is 29 March 09 - 28 March 10. FOB: Destination PURCHASE REQUEST NUMBER: W45XJ38162N001	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0002

Other Direct Costs/Travel - Base  
COST

All travel will be compared with the Government regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. The estimated travel is \$45,000.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XJ38162N001

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0003

Contractor Manpower Reporting - Base  
FFP

Contractor Manpower Reporting (CMR). Input for Contract Services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" clause for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the Contractor Officer's Representative, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XJ38162N001

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	PMSS - Opt 1 FFP Contractor shall provide expert Project Management Support Specialist services in the forms of program management, consultation, and acquisition strategies for Medical Information Systems. These tasks shall be performed in accordance with the PWS. The period of performance is 29 March 10 - 28 March 11. FOB: Destination	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Other Direct Costs/Travel - Opt 1 COST All travel will be compared with the Government regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. The estimated travel is \$45,000. FOB: Destination	UNDEFINED			

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Contractor Manpower Reporting - Opt 1 FFP Contractor Manpower Reporting (CMR). Input for Contract Services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" clause for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the Contractor Officer's Representative, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year. FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	PMSS - Opt 2 FFP Contractor shall provide expert Project Management Support Specialist services in the forms of program management, consultation, and acquisition strategies for Medical Information Systems. These tasks shall be performed in accordance with the PWS. The period of performance is 29 March 11 - 28 March 12. FOB: Destination	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Other Direct Costs/Travel - Opt 2 COST	UNDEFINED			
	<p>All travel will be compared with the Government regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. The estimated travel is \$45,000.</p> <p>FOB: Destination</p>				
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Contractor Manpower Reporting - Opt 2 FFP				
	<p>Contractor Manpower Reporting (CMR). Input for Contract Services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower &amp; Reserve Affairs). See the "Contractor Manpower Reporting" clause for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the Contractor Officer's Representative, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.</p> <p>FOB: Destination</p>				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	PMSS - Opt 3 FFP Contractor shall provide expert Project Management Support Specialist services in the forms of program management, consultation, and acquisition strategies for Medical Information Systems. These tasks shall be performed in accordance with the PWS. The period of performance is 29 March 12 - 28 March 13. FOB: Destination	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Other Direct Costs/Travel - Opt 3 COST All travel will be compared with the Government regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. The estimated travel is \$45,000. FOB: Destination	UNDEFINED			

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Contractor Manpower Reporting - Opt 3 FFP Contractor Manpower Reporting (CMR). Input for Contract Services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" clause for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the Contractor Officer's Representative, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year. FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	PMSS - Opt 4 FFP Contractor shall provide expert Project Management Support Specialist services in the forms of program management, consultation, and acquisition strategies for Medical Information Systems. These tasks shall be performed in accordance with the PWS. The period of performance is 29 March 13 - 28 March 14. FOB: Destination	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Other Direct Costs/Travel - Opt 4 COST	UNDEFINED			
	All travel will be compared with the Government regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. The estimated travel is \$45,000. FOB: Destination				
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Contractor Manpower Reporting - Opt 4 FFP				
	Contractor Manpower Reporting (CMR). Input for Contract Services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" clause for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the Contractor Officer's Representative, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year. FOB: Destination				
				MAX NET AMT	

PWS

**1. Background.** USAMITC is a subordinate activity of the US Army Medical Research and Material Command (MRMC) and is the Information Technology (IT) execution arm of the Army Medical Department (AMEDD). USAMITC provides full life cycle management support for information systems and services for the AMEDD, the

Military Health System (MHS), and other Government clients. USAMITC products and services cover the full spectrum of life cycle capabilities, from needs assessments to acquisition and/or development through operations and sustainment. These actions are to be done in accordance with DOD 5000 series acquisition directives and regulations as appropriate for larger programs and tailored accordingly for smaller programs. The goal is to provide reliable, repeatable, professional program management resulting in the delivery of excellent, cost effective IT solutions.

## **2. Points of Contact.**

Task Manager (TM)

Primary:

Mr. Greg Knutson  
Project Operations Branch  
PMD, USAMITC  
2710 Howitzer St, Bldg 2372  
Fort Sam Houston, TX 78234  
210-295-3281 Fax: 210-295-3503  
greg.knutson@us.army.mil

Alternate:

Ms. Patricia Richardson,  
Chief, Project Operations Branch,  
PMD, USAMITC  
2710 Howitzer St, Bldg 2372,  
Fort Sam Houston, TX 78234  
210-295-3158 Fax: 210-295-3503  
patricia.richardson@us.army.mil

Contracting Officer's Representative (COR)

Mary O'Haver  
Procurement Support Branch  
ASD, USAMITC,  
2710 Howitzer St, Bldg 2372,  
Fort Sam Houston, TX 78234  
210-295-xxxx Fax: 210-295-3213  
Mary.ohaver@us.army.mil

Place/Period of Performance.

Place of Performance will be POB, PMD, USAMITC, 2710 Howitzer, Bldg 2372, Fort Sam Houston, TX 78234  
Period of Performance Base Year – 24 September 2008 thru 23 September 2009 with four (4) One (1) Year Options

## **3. Scope of Work.**

The Contractor shall provide project management support services for the US Army Medical Information Technology Center (USAMITC) Project Management Division (PMD).

This task is neither inherently Government nor personal services in nature.

Objective. The objective of the requirements in this Performance Work Statement (PWS) is to accomplish a set of specific tasks targeted at providing project management support services for USAMITC IT projects.

Hours of Operation. Normal duty hours are Monday-Friday, excluding federal holidays and non-work hours due to Post closures, eight hours per day between the hours of 0700 to 1800 with a lunch break ranging from 30 to 60 minutes in duration. The tour of duty is established with the Task Manager. Total hours of performance shall not exceed the number of hours ordered in the schedule. Subject to prior approval by TM/COR, variation in work schedule is acceptable when the total contract hours are not exceeded and no obligation is incurred requiring Contractor personnel to be paid overtime.

## **4. Security Requirements.**

Contractor personnel will be working in a restricted, secured environment and shall be responsible for compliance with the Army Physical Security Program, AR 190-13. Regulations and directives are available in the USAMITC Security Office.

Personnel working under this PWS require a National Agency Check Investigation. If derogatory information is reported, the Contractor employee must be removed from the project.

All Contractor personnel shall be designated by the Information Assurance Division as IT I, IT II, or IT III, as defined in DOD Regulation 5200.2-R, DOD Personnel Security Program, and all Contractor personnel shall receive the appropriate security clearance. Contractor personnel shall review AR 380-19, Information Systems Security. Regulations and directives are available in the USAMITC Security Office.

Prior to reporting to the work site, Contractor personnel shall report to the USAMITC Security Office for issuance of a government badge and security in briefing.

While on the Government site, Contractor personnel shall wear the Government-Issued facility badge. The badge will be properly displayed on front of the upper torso and visible at all times.

Contractor personnel may be required to perform temporary duty (TDY) outside the 50 United States, its territories and possessions and will require an Antiterrorism (AT) and Force Protection (FP) briefing within six months of travel. The briefing includes viewing a Force Protection video and receiving an additional briefing from a certified AT/FP instructor (including area specific information). The Contractual Project Director and USAMITC Security Manager will assist in scheduling these briefings.

#### **Germany Requirement.**

All persons who stay in Germany for more than 90 consecutive days are required to obtain a residence permit. US Citizens in possession of a valid US passport do not need a visa for airport transit, tourist or business trips for stays up to 90 days. If you intend to stay longer than 90 days, you are required to register at the local Standesamt – Einwohnermeldeamt (registration Office) within one week of arrival. Citizens of the United States of America may apply for their residence permit after entering Germany without a visa. Alternatively they can apply for a residence permit prior to entry at the German Embassy in Washington or at a German Consulate (currently located in Atlanta, Boston, Chicago, Houston, Los Angeles, Miami, New York or San Francisco). Inquiries may be made at the German Embassy at <http://www.german-info.org>. See also Army in Europe Regulation 190-16 and USAREUR 715-2.

#### **Republic of Korea Requirement.**

Invited contractor or technical representative (TR) status under US – Republic of Korea (ROK). Invited contractor and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Reg 700-19.

Invited contractor or TR status under the SOFA is subject to the written approval of ACofS, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Reg 700-19. The ACofS, Acquisition Management will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.

The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK Labor Law and USFK Regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and RO on all matters pertaining to logistic support. In particular, contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

Invited contractor and technical representative status may be withdrawn by USFK/FKAQ upon:  
Completion or termination of the contract.

Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

Determination that the contractor or its employees are engaged in practices illegal in the ROK or are violating USFK regulations.

It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in USFK Reg 700-19, paragraphs 2-6a through 2-6c shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or USFK.

#### **5. Hand Receipt Equipment.**

Facilities, Supplies, and Services. The Government will provide workspace, working supplies, furniture, desktop computers, and access to business telephones (for business purposes only) and other equipment as needed to perform the tasks specified in this PWS. The government will provide information on knowledge of existing operations, Government regulations and technical manuals as needed.

Equipment. Contractor personnel shall be responsible for all equipment issued to them and shall prudently maintain and guard equipment in accordance with proper office procedures. Government equipment is only used in the performance of the tasks specified in this PWS. Equipment shall not leave the building without prior approval from the TM and issuance of a DA Form 2062 from the hand receipt holder. Contractor personnel shall not modify or load software on computer equipment without prior approval from the Government.

#### **6. Contractor Furnished Equipment.**

There are no contractor furnished equipment requirements.

## 7. Requirements (Specific Tasks).

The Contractor shall perform the full range of project management support activities from concept and exploration through development, production, and deployment. The contractor shall assist in planning, directing and managing the design, development, testing, evaluation, and fielding of assigned automation projects. The TM will assign specific programs/projects/initiatives to the PMSS. Major tasks for program/project/initiatives include the following:

- (1) Develop management plan.
- (2) Establish and analyze schedules.
- (3) Develop charters.
- (4) Oversee the development of system support concepts and plans.
- (5) Prepare staffing plans.
- (6) Prepare budgets and spending plans.
- (7) Analyze solution alternatives based on cost/schedule and risk/impacts.
- (8) Develop cost-benefit-analysis reports to demonstrate return-on-investment
- (9) Prepare and present management review materials.
- (10) Develop a program/project acquisition strategy from project initiation through the development, production, testing and fielding phases.
- (11) Establish and coordinate a configuration management plan and a Configuration Control Board for each system fielded.
- (12) Coordinate the work efforts of internal suppliers in a matrix-operating environment.
- (13) Conduct management meetings.
- (14) Develop Cost Proposals and Service Level Agreements with the customer and Sub-agreements with internal suppliers.
- (15) Prepare and present initiative/program/project briefings and In-Process Reviews.
- (16) Define the scope of assigned initiative/program/project.
- (17) Gain an understanding of the mission environment in which the program/project will be deployed.
- (18) Meet with clients to present proposals and help them understand the business trade-off in order to select a solution.
- (19) Provide the customer with progress status and answer questions and requests.
- (20) Track costs of program/project and oversee budget expenditures.
- (21) Chair working groups.
- (22) Conduct walkthroughs of new program/project to identify products and staff resources required, to include appropriate contract support, and to solicit internal proposals.
- (23) Provide other program/project management related expertise and services, as required.

**PMSS** – Suggested Education and Training requirement: Undergraduate degree in the IT field or equivalent experience in IT project management or a technical field related to the work. Three (3) to five (5) years of related experience, at least two (2) of which must have been spent providing significant IT project management support. Experience must have included engineering, budgeting, planning, and procurement and scheduling activities for a large to a moderate-size IT project.

**In-Process Reviews (IPR).** The Contractor shall conduct IPR's, as required (schedule to be set by the TM after contract award) to discuss the status of the project, ongoing activities, and issues. IPR's on future requirements shall restrict other contractors from being in attendance to prevent Organizational Conflict of Interest. A written report shall include the latest status, program/project progress, issues/problems to be resolved with a recommendation for resolution, and overall activities. The Contractor is responsible for providing documentation of presentations/meetings to the COR, on a schedule mutually agreed upon and as in the Deliverables table at paragraph 8. The Contractor shall produce IPR report and submit to the government both electronically and on hard copy using software compatible with current USAMITC standards.. Contractor shall provide copies to both the Task Manager and the COR.

**Contractor's Progress and Performance Report.** The Contractor shall provide a Progress and Performance Report quarterly. The Contractor's Progress and Performance Report shall be produced and submitted to the government both electronically and hard copy using software compatible with current USAMITC standards.

**Post-Award Meeting.** The COR will schedule a meeting within 3 days of Contractor personnel's arrival on the job to discuss the PWS and identify points of contact on the Government's and Contractor's sides and the roles each will play. Meeting shall be conducted via face-to-face, telephone, or video teleconferencing and will include the TM, the Contractor supervisor/point of contact, and the COR.

**Acquisition Integrity.** The Contractor shall maintain signed Acquisition Non Disclosure Forms for each employee. In addition, the Contractor shall agree that the Contractor is forbidden to bid on any government requirement for which Contractor personnel's duties and responsibilities provide inside knowledge that would give an advantage to the Contractor in the bid process.  
Special Requirements.

**Other Travel.** Temporary Duty (TDY) travel may be required at times. Travel required of the contractor shall require prior Government notification, coordination and approval by the USAMITC Government TM. The approving authority for travel will be the TM. All travel shall be in compliance with the DOD Joint Travel Regulations (JTR). The contractor shall purchase airline tickets and invoice the government for reimbursement under the ODCs of the contract. Contractor shall submit travel vouchers and sub-vouchers in accordance with the organization procedures provided at the time of travel for reimbursement of per diem and incidental expenses. Trip reports will be provided within seven business days of the completion of travel and prior to any subsequent travel. Trip reports shall be produced both electronically and on hard copy using MS Office Professional software compatible with current USAMITC standards as specified by the TM. Trip reports will include: Purpose of the trip, sites / offices visited, comprehensive list of all personnel contacted, issues addressed, decisions made, issued to be addressed, and summary of accomplishments. The TM must pre-approve all Other Direct Costs (ODC) expenditures. Approximate travel 10%.

### 8. Quality Assurance Surveillance Plan (QASP).

The purpose of the QASP is to provide a basis for the COR and TM to evaluate the quality of the Contractor's performance. The oversight provided in the QASP will ensure that service levels reach and maintain the required levels throughout the contract term. Further, this plan provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments.

#### Performance metrics.

Performance Objective	Standard	Performance Threshold	Surveillance Method
1. The PMSS will create, maintain and post IPT agendas, IPT meeting minutes, IPT Charters, CONOPS, budget documents, and other documentation to the program/project/initiative document library on SmartLink.	Documents created and maintained in accordance with the Project Management Division Handbook. Documents will contain less than 12% "Passive Voice". Documents will be formatted in accordance with AR 25-50 and AMEDD Staff Officer's Guide. Program/Project/Initiative Document Library will be updated within three working days of change.	At least 95% of the time.	Document reviews and periodic inspection of SmartLink program/project/initiative document library.
2. The PMSS will update all status documentation (Project, Services and Initiatives (PSI) Page, Information Papers, Executive Summaries (EXSUMs), Quad Charts, program/project/initiative Schedule, and program/project/Initiative Budget).	Update PSI and status pages weekly, Information Papers monthly, EXSUMS within one day of request, and Quad charts every two weeks, program/project/initiative schedule within three working days of change, and program/project/initiative budget within three days of change.	At least 95% of the time.	Reports from PlanView and SmartLink

3. The PMSS will input, modify, and/or update project WBS elements, schedule, allocations, and budget data into Planview.	Update WBS, cost, and schedule within three working days of change.	At least 95% of the time.	Periodic inspection of PlanView and reports from budget analysts.
4. The PMSS will monitor performance of program/project/initiative tasks.	Notify Project Director or management of poor or late performance of tasks within one day of identification.	At least 95% of the time.	PlanView reports and personal observation

**Deliverables.** The Contractor shall prepare the deliverables both in paper and electronic format and deliver them to the TM, COR, and other attendees, as applicable.

Note: All deliverables shall be produced both electronically and on hard copy using MS Office Professional software.

DESCRIPTION	QUANTITY	DATE DUE
IPR Minutes	One Hardcopy & Electronic Copy	As requested by TM
Contractor’s Progress and Perf Report	One Hardcopy & Electronic Copy	Quarterly
Point Papers/Briefings/ Reports	TBD	As requested by TM
Project Documents	TBD	As requested by TM
Trip Reports and Travel Voucher	One Hardcopy & Electronic Copy	Within 7 business days of completion of travel

**Invoicing.** The contractor shall submit monthly invoices in sufficient detail to differentiate the application of costs per resources. This includes detailed costs for travel and travel related expenses. The TM shall approve other Direct Costs, outside of travel, before being incurred. Contractor shall invoice the Government using the following format: Contract Number and Government Delivery Order Numbers, the period of performance, the incumbent employees’ labor category, labor rate, number of labor hours. Invoice should also include cumulative labor hours and dollars year to date for specific projects and incumbent. Invoice shall be submitted through Wide Area Work Flow (WAWF) and produced both electronically and hard copy using software compatible with current USAMITC standards.

Project and Resource Management. Contractor personnel shall use the project and resource management tool PlanView. The Government will furnish licenses and training. Contractor personnel may perform one or all of the following tasks:

- (1) Input the breakdown of work and tasks;
- (2) Add schedule dates;
- (3) Assign resources;
- (4) Collect time, input time, and close work.

Note: The Government will schedule an initial meeting with contractor personnel and contractor managers to discuss the roles of personnel and the goals and objectives of this requirement.

**9. Contractor Personnel.**

**Contractor Personnel Selection.**

The offeror must provide thorough and detailed documentation of the experience, abilities, and background for Personnel under this contract in the form of resumes. Such documentation should include but not be limited to: name, resume, curriculum vitae, types and description of experience.

The contractor agrees that during the contract performance period substitution for Personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (3) below.

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume for the proposed substitute(s), and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution(s). All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced.

**Contractor Identification.** Contractor personnel working at a government facility, must always identify themselves as a Contractor working for the Government. This applies to all written correspondence such as e-mail and hard copy memorandums. This also applies when the contractor personnel answer any Government telephone.

**Conduct of Personnel.** The COR, with the approval of the contracting officer (KO), may require the Contractor to remove any employee from the job site for reasons of misconduct or security violations, or found or suspected to be under the influence of alcohol, drugs, or other incapacitating agents. Contractor employees shall be subject to dismissal from the premises upon determination by the COR and the KO that such action is in the best interest of the Government.

**Prohibited Employees.** The Contractor shall not employ any person who is a military member or civilian employee of the United States Government, even in that person's off-duty status, if the employment of that person would be in violation of the Standards of Conduct defined in DOD Directive 5500.7, nor shall the Contractor employ any such person unless such person seeks and received approval in accordance with applicable department regulations. The Contractor shall not employ any relatives of Government military or civilian personnel who have either direct or indirect association with the awarding or administering of this contract. The Contractor shall not employ any former military member or civilian employee of the United States Government if such employment would be in violation of law or the Standards of Conduct contained in DOD Directive 5500.7.

#### **Contractor Behavior in the Workplace.**

- (1) Contractor employees shall not make final decisions nor approve their own recommendations or the recommendations of other contractors.
- (2) Contractors shall be disqualified from performing, offering or bidding on the task if their employees participate in the preparation of a PWS/statement of work (SOW) or otherwise participate in the development of the requirement. This includes exposure to procurement sensitive information not specifically related to assigned tasks and/or responsibilities as stated in the PWS.
- (3) Contractor employees shall identify themselves at meetings, in conferences, on the telephone and in electronic mail.
- (4) Contractor employees shall not task or supervise government employees nor shall they task or supervise other contract employees unless specifically required by the PWS. This includes accepting assignments from other contractors or government employees without the approval of a KO.
- (5) Contractor personnel shall not represent the Government in discussions or meetings. If required to attend meetings of a sensitive or classified nature, contractor personnel shall ensure a government representative has acknowledged to the government host their need-to-know.

**Resignation and Removal.** When the Contractor receives a resignation notice from its employees or notifies them of impending removal from contract support, the Contractor shall notify the COR and TM within one hour to determine requirements for continued administrator permissions and network access. The contractor shall replace employee within two weeks of departure.

**Security and Privacy.** Access to information subject to the provisions of the Privacy Act is not normally required; however, it is required when diagnosing and repairing site software. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

The Contractor shall -

- (1) Provide physical security for all material, equipment, data, and information handled during contract performance, in accordance with AR 190-13, The Army Physical Security Program, AR 190-51, Security of Unclassified Army Property (Sensitive and Nonsensitive), and command policies, procedures, and regulations.

(2) Perform operations on, have access to, or handle data and information that contain classified, sensitive, proprietary, or Privacy Act information or data. The Contractor shall handle classified and sensitive information in accordance with the provided DD Form 254, Department of Defense Contract Security Classification Specification.

**10. Privacy and Security of Protected Health Information.**

IAW DOD 6025.18R "Department of Defense Health Information Privacy Regulation" the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and DOD 6025.18R, as amended. Additional requirements will be addressed when implemented.

(a) Definitions. As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DOD 6025.18R.

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501 and 164.103.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.501 and 164.304.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

(e) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(f) The Contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.

(g) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware of.

(h) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(i) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it

(j) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(k) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(l) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(m) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**General Use and Disclosure Provisions.** Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the Privacy Rule, the Security Rule or DOD 6025.18R if done by the Government.

**Specific Use and Disclosure Provisions.**

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

### **Obligations of the Government.**

#### Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

Permissible Requests by the Government. The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

### **Termination.**

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

### **Miscellaneous.**

(a) **Regulatory References.** A reference in this Clause to a section in DOD 6025.18R, Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) **Survival.** The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) **Interpretation.** Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DOD 6025.18R, Privacy Rule or Security Rule.

**Access to Protected Information.** If, during the performance of this procurement, Contractor personnel obtain access, by any means, to protected information, including trade secrets or proprietary information of other contractors, Government source selection information, HIPAA, Privacy Act information, or any other information with distribution limited by the Government, Contractor personnel shall in no way divulge any such information except as it relates to the performance of this procurement within USAMITC itself, or shall not otherwise use or disclose this information for their personal gain, the gain of their employer, or the gain of anyone else. Contractor personnel shall notify the Contracting Officer, their Task Manager, or the Contracting Officer Representative of any potential organizational conflict of interest created by any such access. A nondisclosure agreement, however, will not overcome an Organizational Conflict of Interest (OCI) as defined in FAR part 9.5. Moreover, compliance with the Trade Secrets Act requires the consent of the owner of the proprietary information before another non-federal entity may be allowed access to such information. Accordingly, all Government Contractors are required to mark their proprietary information; any time the Contractor is given access to such marked information, it is incumbent upon the Contractor to inform the Contracting Officer of the access. Contractor personnel ordinarily will be required to sign a nondisclosure agreement before starting work under the contract. Failure to comply with this clause shall be deemed adequate cause for the removal of a Contractor employee from employment with the Contractor. The Contractor's employment contracts with its employees shall include a provision to provide for their removal under these conditions.

**Proprietary Statement.** All data received, processed, evaluated, loaded and/or created as a result of this delivery order will remain the sole property of the Government unless specific exception is granted in writing by the Contracting Officer. Performance may require the contractor to access data and information proprietary to a government agency, another government contractor, or of such nature that its dissemination or use other than as specified on this SOW would be adverse to the interests of the government and/or others. Neither the contractor, nor contractor personnel, shall divulge nor release data or information developed or obtained under performance of this work statement, except to authorize government personnel or upon written approval of the Contracting Officer (KO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this statement of work. Information identified by the government staff as sensitive information (Exemption 2 through 9 DOD Privacy Act program: DOD 5400.7-R) shall be handled and processed as For Official Use Only. Information identified as medical quality assurance information (DOD 6040.37) shall be processed as For Official Use Only. Contractor shall comply with RMO Memorandum, "Acquisition Documentation Security Markings", February 15, 1994.

#### **11. Documentation (Policies and Procedures)**

- AR 190-13 Army Physical Security Program, 30 September 1993.
- AR 385-10 Army Safety Program, 29 February 2000.
- AR 420-90 Army Fire Protection and Fire Prevention Program, 110 September 97.
- DOD 5500.7-R Standards of Conduct, 30 Aug 1993 (with changes 1-3, 1994-97).
- Policy Memo - Use of DOD Data Standards in MHSS Migrations Systems.
- MHSS Health Area Standards Profile.
- DODD 5000.1 Defense Acquisition, 23 October 2000.
- DODI 5000.2 Operation of the Defense Acquisition System (Final Draft), June 2000.
- DOD 5000.2-R Mandatory Procedures for MDAPs and MAIS Acquisition Programs, 6 October 1997.
- DOD 5000.2-R Mandatory Procedures for MDAPs and MAIS Acquisition Programs (Draft), April 2000.

- AR 380-19 Information Systems Security, 27 February 1998.
- U.S. Army Medical Department, Information Management/Information Technology (IM/IT) Strategic Plan (October 1998).
- U.S. Army Medical Department, Chief Information Office, IM/IT Master Plan, FY98 (March 1998).
- FM 8-10-16 Army Medical Department Information Operations, September 1998.
- USAMITC Organizational Manual.
- A Guide to Project Management Body of Knowledge, Project Management Institute, 1996.
- The 16 Critical Software Practices for Performance-Based Management, SPMN, 1999.
- AR 25-1, Army Information Management, 15 February 2000.
- IEEE/EIA 12207-1995, Industry Implementation of ISO/IEC 12207: 1995, Standard for Information Technology – Software Life Cycle Processes
- AR 70-1, Army Acquisition Policy, 15 December 1997
- AR 70-35, Army Research, Development, and Acquisition, 17 June 1988
- DA PAM 70-3, Army Acquisition Procedures, 15 July 1999

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
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 29-MAR-2009 TO 28-MAR-2010	N/A	USA MED INFORMATION TECHNOLOGY W45XJ3 CENTER MARY J O'HAVER PROCUREMENT SUPPORT BR 2710 HOWITZER ST BLDG 2372 FT SAM HOUSTON TX 78234-6008 210-295-3213 FOB: Destination	
0002	POP 29-MAR-2009 TO 28-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
0003	POP 29-MAR-2009 TO 28-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
1001	POP 29-MAR-2010 TO 28-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
1002	POP 29-MAR-2010 TO 28-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
1003	POP 29-MAR-2010 TO 28-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
2001	POP 29-MAR-2011 TO 28-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
2002	POP 29-MAR-2011 TO 28-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
2003	POP 29-MAR-2011 TO 28-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
3001	POP 29-MAR-2012 TO 28-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
3002	POP 29-MAR-2012 TO 28-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
3003	POP 29-MAR-2012 TO 28-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
4001	POP 29-MAR-2013 TO 28-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
4002	POP 29-MAR-2013 TO 28-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
4003	POP 29-MAR-2013 TO 28-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3

## CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.216-7	Allowable Cost And Payment	DEC 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

## CLAUSES INCORPORATED BY FULL TEXT

## 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.arnet.gov/far/](http://www.arnet.gov/far/)

(End of provision)

## 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 Chapter 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

**CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES)  
(OCT 2007) (USAMRAA)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk number is 703-377-6199 for any technical questions. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

CLAUSES INCORPORATED BY FULL TEXT

**EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)**

The contractor shall assess the work to be performed in this effort to assure that all actions are in compliance with the Export Administration Regulations, 15 CFR Part 730 (EAR), of the Export Administration Act of 1979, 50 U.S.C. app. 2401-2420 (EAA). Technology listed in the Commerce Control List (CCL), 15 CFR Part 774, of the EAR shall not be exported or exposed to foreign nationals without the written consent of the U.S. Department of Commerce.

CLAUSES INCORPORATED BY FULL TEXT

**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the address specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

**SEE “ADDITIONAL INSTRUCTIONS” AT THE END OF THIS PROVISION FOR FURTHER INFORMATION/DETAILS THAT SHOULD BE INCLUDED IN OFFEROR’S RESPONSE.**

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
    - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## ADDITIONAL INSTRUCTIONS

### 1. COMMUNICATIONS REGARDING THIS SOLICITATION

All questions MUST be submitted in writing via email NO LATER THAN 17 NOV 2008 BY 3:00 PM ET. Questions must be sent via EMAIL to [usamraa.rfiresponse@amedd.army.mil](mailto:usamraa.rfiresponse@amedd.army.mil), SUBJECT: W81XWH-09-R-0004. NO telephonic questions will be accepted. File attachments should be no larger than 2MB. Answers to questions will be addressed via an amendment to the solicitation which will be posted on the USAMRAA website [www.usamraa.army.mil](http://www.usamraa.army.mil) as soon as possible after the deadline for questions has closed. In the event multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the issue.

2. Proposal submission requirements: In order to be considered for possible contract award, the Offeror shall submit one (1) Electronic Copy in Word Format sent to [usamraa.rfiresponse@amedd.army.mil](mailto:usamraa.rfiresponse@amedd.army.mil) of the following volumes:

Volume I – Business aspects to include cover letter, signed amendments, ORCA certification, completed certifications not listed in ORCA, etcetera.  
Volume II - Technical Approach Proposal  
Volume III - Management Approach Proposal  
Volume IV - Past Performance  
Volume V - Separate Cost and Price Proposal

Font size shall be Times New Roman 12pt and margins must be at least one inch. See proposal page limitations, information on copies and volume assembly below.

A. TECHNICAL PROPOSAL - The offeror shall submit a Technical Proposal addressing the following:

#### TECHNICAL APPROACH.

The offeror shall describe the techniques, methods, and processes it plans to use to minimize risk and accomplish the tasks specified in the PWS. The offeror shall address the manner and method of the planned execution of the required deliverables. The offeror shall discuss its technical expertise to cover all aspects of the PWS with emphasis on providing PMSS. Clarity, completeness and conciseness are essential, and the quality of the proposal should be representative of the offeror's product.

The page limitation for Technical Approach is 30 pages. Pages in excess of the limitation will not be considered.

B. MANAGEMENT PROPOSAL – The offeror shall submit a Management Proposal addressing the following:

#### MANAGEMENT APPROACH.

The offeror shall describe management procedures and capabilities that will be used to ensure successful contract performance. The offeror shall provide proposed labor categories and descriptions to perform the work described in the PWS, with emphasis on Project Manager Specialist positions. The offeror shall provide Commitment Resumes for qualified candidates. Commitment Resumes shall demonstrate the education and experience necessary to complete the tasks in the PWS. The offeror shall provide a staffing plan that addresses the accomplishment of the PWS with regard to assigned personnel, emphasizing the qualifications of key personnel. The offeror shall provide a resume for key personnel, if not provided as a Project Manager Specialist Commitment Resume, described above. Offerors shall describe planned teaming arrangements. Specifically, offerors shall detail how the team will function and how the team will interact with and relate to the Government.

The page limitation for Management Approach is 25 pages. Pages in excess of the limitation will not be considered.

C. PAST PERFORMANCE – The offeror shall submit Past Performance information as follows:

**PAST PERFORMANCE.**

The proposal shall clearly demonstrate past performance that is relevant to the RFP's statement of work. This includes, but is not limited to, the offeror's record of 1) meeting milestones; 2) timely submission of deliverables; and 3) technical competency. The offeror's proposal must include at least three (3) relevant past/current performance examples within the last five (5) years. If the offeror has been in business less than three years, previous relevant experience from the offeror's principals or key personnel may be provided. The information shall contain the following:

Project or Contract Title

Contract Number, contracting agency, type of contract and total contract dollars

Date of contract and period of performance

Firm or Government agency for which work was performed

Point of Contact (Contracting Officer or Contracting Officer's Representative). Name, title, address, and telephone number

Brief description of how the cited work is the same as the proposed effort.

Offerors that propose to use subcontractors (or teaming arrangements) to perform major or critical aspects of this requirement must provide the above information on each of the subcontractors or team members.

Offerors shall have past/current customers complete the Past Performance Questionnaire (Attachment I).

Past/current customers must submit the questionnaire directly to Kelly Sherman at email [kelly.l.sherman@us.army.mil](mailto:kelly.l.sherman@us.army.mil) or fax 301-619-3494 prior to the closing of the solicitation.

There is no page limitation for Past Performance.

D. COST AND PRICE PROPOSAL – The offeror submit cost and price information as follows:

**COST AND PRICE PROPOSAL.**

The offeror shall submit proposed rates. Offerors shall provide a spreadsheet listing all labor categories, hourly rates and extended labor costs. Provide cost for the initial period of performance and each of the four (4) option years (pricing will be for 5 years). Provide prices that both address the reasonableness and the cost realism of the proposed cost/prices. Information submitted shall be inclusive of all option prices.

There is no proposal page limitation for Price and Cost Proposal.

**3. DISCLOSURE OF CONFLICTS OF INTEREST**

The Government will award contracts only to those offerors whose objectivity is not impaired by conflicting interests. Based on this policy—

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with any organization whose interests may be substantially affected by USAMRMC activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the offeror, its employees, affiliates, proposed consultants, and proposed subcontractors. Past interest shall be limited to within one year of the date of the offeror's technical proposal.

(b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to USAMRMC, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the Government to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If, after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

4. The Contracting Officer reserves the right to award without discussions, therefore offerors should submit their best terms from both a technical and price standpoint with their initial offer. In the event discussions are necessary, the Contracting Officer may limit the number of proposals in the the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**Technical Approach.** This Government will assess the degree to which the offeror's techniques, methods, and processes are likely to minimize risk and result in successful completion of the tasks in the PWS. The Government will assess the offeror's ability to produce contract deliverables by examining the degree to which the offeror's explanation of the manner and methods to be used are likely to result in the desired outcomes. The Government will assess the degree to which the offeror's technical proposal demonstrates capability in all areas of the PWS, particularly the provision of PMSS support.

**Management Approach.** The Government will assess the degree to which the offeror's management procedures and capabilities are likely to result in successful contract performance. The Government will assess the extent to which the labor categories proposed by the offeror are likely to successfully complete the tasks in the PWS. The Government will assess the offeror's understanding of the importance of PMSS positions by the number and quality of Commitment Resumes submitted for these positions. The Government will assess the offeror's ability to comply with the PWS by reviewing the proposed staffing plan with regard to the appropriateness of proposed labor categories and the qualifications of key personnel. The Government will assess the degree to which teaming agreements, when proposed, demonstrate capabilities necessary to complete the work contained in the PWS and exhibit efficient and effective teaming techniques.

**Past Performance.** This evaluation factor will assess the degree of relevancy and success in past performance efforts

in the past 5 years of a similar scope, size, complexity, as the instant requirement will be deemed most relevant. Then, an assessment of the quality of each offeror's relevant past performance will be made. Qualitative information can be gathered through the use of databases, questionnaires, reference checks, and/or personal knowledge. In determining an overall rating for this factor, consideration will also be given to the number and severity of problems encountered by each offeror in their documented past performances and the demonstrated effectiveness of corrective actions taken. The overall rating will focus on performance risk based on the offeror's over-all results, not simply problem-free management.

Offerors should submit at least 3 recent (within the past 5 years) past performance examples. Offerors should include a point of contact, current telephone number, and email address associated with each reference. In addition, each offeror should forward a copy of the Past Performance Questionnaire (an Attachment to the solicitation) to each of their references for completion and return to the Contract Specialist prior to closing of solicitation. The past performance information will be used to assess the relevancy of performance risk involved in accepting each offeror's proposal. The Army reserves the right to consider other past performance information at its disposal. If any offeror is truly a new entity and none of the company principals have relevant work experience, the offeror will be considered to have no past performance. In the event an established offeror is simply without a record of past performance, the offeror's lack of past performance will be evaluated as an unknown risk having no favorable or unfavorable impact on the evaluation.

#### Cost and Price Evaluation

The degree to which the offeror's proposed rates represent a fair and reasonable price will be evaluated using the techniques in FAR 15.305(1), which provides that comparison of the proposed prices will usually satisfy the requirement for price analysis. Offerors shall provide a spreadsheet listing all labor categories, hourly rates and extended labor costs. Provide cost for the initial period of performance and each of the four (4) option years (pricing will be for 5 years). Provide prices that both evaluate the reasonableness and the cost realism of the proposed cost/prices. The price evaluation will be inclusive of all option prices.

This is a tradeoff procurement. The Government may elect to award to other than the lowest cost, based on the evaluation of the non-cost factors and the tradeoff to the Government.

As individual Evaluation Factors. Technical Approach is the most important factor. Management Approach and Past Performance rank second and third in importance, respectively. When technical, past performance, and management factors are considered together, they are significantly more important than cost and price. If two or more proposals are evaluated as relatively equal in technical merit (non-cost factors), cost and price could become the deciding factor in awardee selection.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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 size standards in this solicitation.

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 its stock is owned by one or more women; or

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

"Women-owned business concern" means a concern which 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; and whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer

that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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 paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

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.

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.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

51 - 100  \$1,000,001 - \$2 million

101 - 250  \$2,000,001 - \$3.5 million

251 - 500  \$3,500,001 - \$5 million

501 - 750  \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It ( ) has, ( ) has not 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.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) 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: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 (c)(10)(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.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic

end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.  
-----  
-----  
-----

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
----- -	----- -
----- -	----- -

_____	_____
-	-

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
-
_____
-
_____
-

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____ -	_____ -
_____ -	_____ -
_____ -	_____ -

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( ) 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 Federal, state or local government 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

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) 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.

(B) 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.

(ii) Examples.

(A) 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.

(B) 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.

(C) 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.

(D) 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).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

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

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) 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 any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) 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.

(4) 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 -----.

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

( ) Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

       (4) [Removed].

       (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

       (ii) Alternate I (OCT 1995) of 52.219-6.

       (iii) Alternate II (MAR 2004) of 52.219-6.

       (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

       (ii) Alternate I (OCT 1995) of 52.219-7.

       (iii) Alternate II (MAR 2004) of 52.219-7.

  X   (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

       (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- (ii) Alternate I (AUG 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

- \_\_\_ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- \_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- \_\_\_ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- X (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- X (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- \_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the base year and any exercised option years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$2,000,000;

(2) Any order for a combination of items in excess of \$2,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

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

(2) The small business size standard is \$7M.

(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.

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

(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)

#### 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the U.S. Army Research Acquisition Activity (USAMRAA) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the USAMRAA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the USAMRAA.

#### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contractor name to be filled in at award will notify the USAMRAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### 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 by obtaining written and dated acknowledgment of receipt from U.S. Army Medical Research Acquisition Activity, 820 Chandler Street, Fort Detrick, MD 21702

(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)

#### 52.233-4 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)

#### 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.arnet.gov/far/](http://www.arnet.gov/far/)

(End of clause)

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)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3)  252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

- (4) X 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) X 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).
- (6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) \_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).
- (18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (21) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

#### **ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (MAR 1999) (USAMRAA)**

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that he will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.
- d. This clause shall have effect from 29 March 09 to contract end date.

#### **TASK/DELIVERY ORDERS (DEC 2006) (USAMRAA)**

- a. The contractor shall perform in accordance with the contract schedule and as called for by orders issued in accordance with this clause.
- b. The SF 1155 or 1449 will be used to issue task assignments and to signify Contracting Officer notification to commence work under the individual task orders. The contractor shall not proceed with the task until notification is received from the Contracting Officer.
- c. The task/delivery orders, and modifications to task/delivery orders, will be numbered by the issuing office. Modifications to the task/delivery orders will be designated by the modification number and contain the original task order number.
- d. The contractor shall identify all correspondence,

reports, drawings, and other pertinent papers in connection with the contract by imprinting thereon the task/delivery order and the contract number, plus any other references furnished by the Contracting Officer.

e. The total of all completed and outstanding Task/Delivery Orders will at no time exceed the current amount obligated.

f. The Competition Advocate for the U.S. Army Medical Research Materiel Command, Fort Detrick, Maryland has been designated as the Ombudsman for this contract. (applicable to multiple award contracts only)

g. Procedures:

(1) Prior to issuance of a Task/Delivery Order and upon definition of the Government requirement, the Contracting Officer will, in writing, issue to the contractor a Task/Delivery Order Request for Task Order Proposal (RFTOP) which will designate a preferred Task/Delivery Order type.

(2) The contractor shall submit one electronic copy to the Contract Specialist by a date mutually agreed upon but no later than 10-14 working days after receipt of the RFTOP:

a. Technical proposal (or Task Execution Plan (TEP)) which sets forth the contractor's understanding of the requirement, performance schedule, staffing plan, and level of effort required. The technical proposal/TEP should also address other documentation required by the Government to perform the task or any specific issues raised in the RFP.

b. Cost proposal which sets forth all costs associated with furnishing the required services, including cost or price data.

Note: If longer than 10 - 14 days will be required, the contractor shall provide justification to the Contracting Officer, in writing, as soon as possible after receipt of a task assignment.

The contractor's technical proposal/TEP shall be consistent with Section C and the technical and cost proposals incorporated into the contract. The contractor shall also identify any necessary differences between the technical proposal/TEP and the technical and business proposals incorporated into the contract.

(3) Upon receipt of the contractor's proposal, the Government will proceed to evaluate the same, subsequent to which negotiations will take place between the Contracting Officer and the contractor. The contractor is expressly forbidden from discussing with the Contracting Officer's Representative (COR), or any other Government technical personnel, any aspects of any pending Task/Delivery Orders absent expressed written permission from the Contracting Officer to that effect.

(4) Following the conclusion of negotiations, the Contracting Officer will issue a fully executed Task/Delivery Order, containing all agreed-to terms and conditions, specifying the task to be performed, special reporting requirements and a firm-fixed price amount.

(5) In the event that the parties fail to agree on Task Order type, price, costs and/or fixed fee or profit for any Task Order hereunder, the Contracting Officer may render a unilateral written decision as to what type of Task Order and what level of price or costs and/or fee/profit is reasonable under the circumstances for the services required pursuant to the Task Order, and will subsequently unilaterally issue the Task Order in accordance with that decision. Said decision shall constitute a decision rendered concerning a question of fact within the meaning of and governed by the terms of FAR Clause 52.233-1 in Section I of this contract.

**TRAVEL (JULY 2007) (USAMRAA)**

a. Approval of Foreign Travel. The cost of foreign travel is allowable only when the specific written approval of the COR is obtained prior to commencing the trip. Approval shall be requested at least 90 calendar days before the scheduled departure date in order that all necessary clearances may be processed. Each individual trip must be approved separately, even though it may have been included in a previously approved budget. Foreign travel under this contract is defined as any travel outside of the United States and its territories and possessions.

b. Costs incurred by contractor personnel on official company business, whether foreign travel and/or domestic/local travel, are allowable, subject to the limitations contained in the Federal Acquisition Regulation (FAR) clause at 52.216-7, Allowable Cost and Payment, incorporated into this contract.

#### **KEY PERSONNEL (MAR 1999) (USAMRAA)**

a. The Contractor agrees to utilize the following Key Personnel on this contract:

To be submitted by offerors in their Management Approach, Volume III.

b. The above Key Personnel shall be utilized as necessary to fulfill the requirements of this contract.

c. The offerer must provide thorough and detailed documentation of the experience, abilities, and background for Key Personnel under this contract in the form of resumes or equivalent statements of qualifications. Such documentation should include but not be limited to: name, curriculum vitae, type and description of experience.

d. The contractor agrees that during the contract performance period substitution for Key Personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (e) below.

e. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume for the proposed substitute(s), and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution(s). All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

f. If any of the listed Key Personnel are subcontractor personnel, the contractor shall include the substance of this clause in any subcontract which he awards under this contract.

LIST OF ATTACHMENTS

**Attachment 1**

Past Performance Questionnaire

Page 64

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-0004, USAMITC Project Management Support Specialist (PMSS)**. 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

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:								

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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-G 820 Chandler Street Fort Detrick, MD 21702-5014 FAX: 301-619-3494 E-MAIL: kelly.l.sherman@us.army.mil
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)