

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 86	
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-09-R-0005	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 09 Dec 2008	6. REQUISITION/PURCHASE NO. W25MWY8310BB03		
7. ISSUED BY US ARMY MEDICAL RESEARCH ACQUISITION ACT DIRECTOR 820 CHANDLER STREET FORT DETRICK MD 21702-5014 CODE W81XWH TEL: FAX:			8. ADDRESS OFFER TO See Item 7		(If other than Item 7) CODE		

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 03:00 PM local time 09 Jan 2009
(Hour) (Date)

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

10. FOR INFORMATION CALL:		A. NAME KELLY SHERMAN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-4064	C. E-MAIL ADDRESS kelly.sherman@amedd.army.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

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

Section A - Solicitation/Contract Form

ADDITIONAL INFORMATION

The due date for questions submitted in accordance with Section L is 3:00 pm ET on 17 December 2008.

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 pm ET on 09 January 2009.

The email address for proposal submission is: usamraa.rfiresponse@amedd.army.mil.

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).

The NAICS code for this requirement is 423450. The size standard is 100 employees.

The minimum requirement under the contract will be \$100,000.

The maximum requirement under the contract will be \$49,900,000.

The Government intends to award more than one contract resulting from this solicitation.

The plug in number to be used for Travel/ODC CLINs is \$10,000.

The Government reserves the right to build other Sets as operational needs are defined.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Surgical Instrument Supply Sets - NTO 1 FFP	1	Lot		
	<p>This CLIN is Notional Task Order 1. The Contractor will build Medical Equipment Sets (MES) specifically Surgical Instrument Supply Sets (SISS) for USAMMA. See Attachment 1. The building of these SISS's may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 09 - 28 Feb 10 FOB: Destination MILSTRIP: W25MWY8310BB03 PURCHASE REQUEST NUMBER: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Trauma Field Sets - NTO 2 FFP This CLIN is Notional Task Order 2. The Contractor will build Medical Equipment Sets (MES) specifically Trauma Field Sets for USAMMA. See Attachment 2. The building of these Trauma Field Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 09 - 28 Feb 10 FOB: Destination MILSTRIP: W25MWY8310BB03	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1	Lot		

Ground Ambulance Sets - NTO 3

FFP

This CLIN is Notional Task Order 3. The Contractor will build Medical Equipment Sets (MES) specifically Ground Ambulance Sets for USAMMA. See Attachment 3. The building of these Ground Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 09 - 28 Feb 10

FOB: Destination

MILSTRIP: W25MWY8310BB03

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Sick Call Sets FFP	1	Lot		

The Contractor will build Medical Equipment Sets (MES) specifically Sick Call Sets for USAMMA. See Attachment 4. The building of these Sick Call Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 09 - 28 Feb 10
 FOB: Destination
 MILSTRIP: W25MWY8310BB03

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Special Forces Tactical Sets FFP	1	Lot		

The Contractor will build Medical Equipment Sets (MES) specifically Special Forces Tactical Sets for USAMMA. See Attachment 5. The building of these Special Forces Tactical Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 09 - 28 Feb 10
 FOB: Destination
 MILSTRIP: W25MWY8310BB03

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		1	Lot		

Air Ambulance Sets

FFP

The Contractor will build Medical Equipment Sets (MES) specifically Air Ambulance Sets for USAMMA. See Attachment 6. The building of these Air Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 09 - 28 Feb 10

FOB: Destination

MILSTRIP: W25MWY8310BB03

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	MRAP Vehicle Sets FFP The Contractor will build Medical Equipment Sets (MES) specifically Mine Resistant Ambush Protective (MRAP) Vehicle Sets for USAMMA. See Attachment 7. The building of these MRAP Vehicle Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 09 - 28 Feb 10 FOB: Destination MILSTRIP: W25MWY8310BB03	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	ODCs/Travel - Base Year COST All travel and training must be approved by the Contracting Officer and the Contracting Officer Representative (COR). All travel will be compared with the Joint Travel Regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. FOB: Destination MILSTRIP: W25MWY8310BB03	UNDEFINED			

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1001		1	Lot		
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OPTION

Surgical Instrument Supply Sets - Opt 1
FFP

The Contractor will build Medical Equipment Sets (MES) specifically Surgical Instrument Supply Sets (SISS) for USAMMA. See Attachment 1. The building of these SISS's may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 10 - 28 Feb 11
FOB: Destination
MILSTRIP: W25MWY8310BB03

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Trauma Field Sets - Opt 1 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Trauma Field Sets for USAMMA. See Attachment 2. The building of these Trauma Field Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 10 - 28 Feb 11 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Ground Ambulance Sets - Opt 1 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Ground Ambulance Sets for USAMMA. See Attachment 3. The building of these Ground Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 10 - 28 Feb 11 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Sick Call Sets - Opt 1 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Sick Call Sets for USAMMA. See Attachment 4. The building of these Sick Call Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 10 - 28 Feb 11 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Special Forces Tactical Sets - Opt 1 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Special Forces Tactical Sets for USAMMA. See Attachment 5. The building of these Special Forces Tactical Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 10 - 28 Feb 11 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Air Ambulance Sets - Opt 1 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Air Ambulance Sets for USAMMA. See Attachment 6. The building of these Air Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 10 - 28 Feb 11 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	MRAP Vehicle Sets - Opt 1 FFP The Contractor will build Medical Equipment Sets (MES) specifically Mine Resistant Ambush Protective (MRAP) Vehicle Sets for USAMMA. See Attachment 7. The building of these MRAP Vehicle Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 10 - 28 Feb 11 FOB: Destination MILSTRIP: W25MWY8310BB03	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	ODCs/Travel - Opt 1 COST All travel and training must be approved by the Contracting Officer and the Contracting Officer Representative (COR). All travel will be compared with the Joint Travel Regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. FOB: Destination MILSTRIP: W25MWY8310BB03	UNDEFINED			

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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2001 OPTION	Surgical Instrument Supply Sets - Opt 2 FFP	1	Lot		
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The Contractor will build Medical Equipment Sets (MES) specifically Surgical Instrument Supply Sets (SISS) for USAMMA. See Attachment 1. The building of these SISS's may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 11 - 29 Feb 12
 FOB: Destination
 MILSTRIP: W25MWY8310BB03

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Trauma Field Sets - Opt 2 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Trauma Field Sets for USAMMA. See Attachment 2. The building of these Trauma Field Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 11 - 29 Feb 12 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Ground Ambulance Sets - Opt 2 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Ground Ambulance Sets for USAMMA. See Attachment 3. The building of these Ground Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 11 - 29 Feb 12 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Sick Call Sets - Opt 2 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Sick Call Sets for USAMMA. See Attachment 4. The building of these Sick Call Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 11 - 29 Feb 12 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Special Forces Tactical Sets - Opt 2 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Special Forces Tactical Sets for USAMMA. See Attachment 5. The building of these Special Forces Tactical Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 11 - 29 Feb 12 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Air Ambulance Sets - Opt 2 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Air Ambulance Sets for USAMMA. See Attachment 6. The building of these Air Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 11 - 29 Feb 12 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	MRAP Vehicle Sets - Opt 2 FFP The Contractor will build Medical Equipment Sets (MES) specifically Mine Resistant Ambush Protective (MRAP) Vehicle Sets for USAMMA. See Attachment 7. The building of these MRAP Vehicle Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 11 - 29 Feb 12 FOB: Destination MILSTRIP: W25MWY8310BB03	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	ODCs/Travel - Opt 2 COST All travel and training must be approved by the Contracting Officer and the Contracting Officer Representative (COR). All travel will be compared with the Joint Travel Regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. FOB: Destination MILSTRIP: W25MWY8310BB03	UNDEFINED			

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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3001 OPTION	Surgical Instrument Supply Sets - Opt 3 FFP	1	Lot		
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The Contractor will build Medical Equipment Sets (MES) specifically Surgical Instrument Supply Sets (SISS) for USAMMA. See Attachment 1. The building of these SISS's may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 12 - 28 Feb 13
 FOB: Destination
 MILSTRIP: W25MWY8310BB03

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Trauma Field Sets - Opt 3 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Trauma Field Sets for USAMMA. See Attachment 2. The building of these Trauma Field Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 12 - 28 Feb 13 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Ground Ambulance Sets - Opt 3 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Ground Ambulance Sets for USAMMA. See Attachment 3. The building of these Ground Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 12 - 28 Feb 13 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	Sick Call Sets - Opt 3 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Sick Call Sets for USAMMA. See Attachment 4. The building of these Sick Call Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 12 - 28 Feb 13 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	Special Forces Tactical Sets - Opt 3	1	Lot		
	FFP The Contractor will build Medical Equipment Sets (MES) specifically Special Forces Tactical Sets for USAMMA. See Attachment 5. The building of these Special Forces Tactical Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 12 - 28 Feb 13 FOB: Destination MILSTRIP: W25MWY8310BB03				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006 OPTION	Air Ambulance Sets - Opt 3	1	Lot		
	FFP The Contractor will build Medical Equipment Sets (MES) specifically Air Ambulance Sets for USAMMA. See Attachment 6. The building of these Air Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 12 - 28 Feb 13 FOB: Destination MILSTRIP: W25MWY8310BB03				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	MRAP Vehicle Sets - Opt 3 FFP The Contractor will build Medical Equipment Sets (MES) specifically Mine Resistant Ambush Protective (MRAP) Vehicle Sets for USAMMA. See Attachment 7. The building of these MRAP Vehicle Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 12 - 28 Feb 13 FOB: Destination MILSTRIP: W25MWY8310BB03	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008 OPTION	ODCs/Travel - Opt 3 COST All travel and training must be approved by the Contracting Officer and the Contracting Officer Representative (COR). All travel will be compared with the Joint Travel Regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. FOB: Destination MILSTRIP: W25MWY8310BB03	UNDEFINED			

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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4001 OPTION	Surgical Instrument Supply Sets - Opt 4 FFP	1	Lot		
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The Contractor will build Medical Equipment Sets (MES) specifically Surgical Instrument Supply Sets (SISS) for USAMMA. See Attachment 1. The building of these SISS's may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 13 - 28 Feb 14
 FOB: Destination
 MILSTRIP: W25MWY8310BB03

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Trauma Field Sets - Opt 4 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Trauma Field Sets for USAMMA. See Attachment 2. The building of these Trauma Field Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 13 - 28 Feb 14 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Ground Ambulance Sets - Opt 4 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Ground Ambulance Sets for USAMMA. See Attachment 3. The building of these Ground Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 13 - 28 Feb 14 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Sick Call Sets - Opt 4 FFP	1	Lot		
<p>The Contractor will build Medical Equipment Sets (MES) specifically Sick Call Sets for USAMMA. See Attachment 4. The building of these Sick Call Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 13 - 28 Feb 14 FOB: Destination MILSTRIP: W25MWY8310BB03</p>					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005 OPTION	Special Forces Tactical Sets - Opt 4 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Special Forces Tactical Sets for USAMMA. See Attachment 5. The building of these Special Forces Tactical Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 13 - 28 Feb 14 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006 OPTION	Air Ambulance Sets - Opt 4 FFP	1	Lot		
	<p>The Contractor will build Medical Equipment Sets (MES) specifically Air Ambulance Sets for USAMMA. See Attachment 6. The building of these Air Ambulance Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 13 - 28 Feb 14 FOB: Destination MILSTRIP: W25MWY8310BB03</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	MRAP Vehicle Sets - Opt 4 FFP The Contractor will build Medical Equipment Sets (MES) specifically Mine Resistant Ambush Protective (MRAP) Vehicle Sets for USAMMA. See Attachment 7. The building of these MRAP Vehicle Sets may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, and the shipment of these Sets to various destinations. Further, if less than a complete set is required, the Contractor will provide an Individual Set Assemblage Service (SAS), i.e. procurement, or assembly, or shipping, etc. The Contractor must abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc., unless an exception is pre-approved by USAMMA. POP: 1 Mar 13 - 28 Feb 14 FOB: Destination MILSTRIP: W25MWY8310BB03	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008 OPTION	ODCs/Travel - Opt 4 COST All travel and training must be approved by the Contracting Officer and the Contracting Officer Representative (COR). All travel will be compared with the Joint Travel Regulations. All invoices for travel and training must be submitted with receipts to the COR, before payment can be made. FOB: Destination MILSTRIP: W25MWY8310BB03	UNDEFINED			

MAX COST

Section C - Descriptions and Specifications

PWSPERFORMANCE WORK STATEMENT**1. BACKGROUND.**

The United States Army Medical Materiel Agency (USAMMA) serves as the U.S. Army's manager of service-unique medical sets, kits, and outfits, hereafter referred to as assemblages. As part of its role as the manager of medical assemblages, USAMMA executes the Assembly Process (AP) of procuring, assembling, and fielding these assemblages to over 100 worldwide customers yearly. The AP is a methodology to configure materiel into predetermined sets. Medical and non-medical materiel and equipment components, including bandages, instruments, pharmaceuticals, portable bags, chests, etc., are included as components of the sets. The sets are then issued to military organizations, civilian organizations and foreign nations. The Contractor shall build medical assemblages for the Government. The building of these medical assemblages may include Set Assembly Services (SAS) such as the procurement of the components in set configuration, storage (if required), and the shipment of these sets to various destinations. SAS are considered incidental to provision of the set assemblages. These will not be service contracts. If less than a complete medical assemblage is required, the contractor shall provide only those SAS required to complete the delivery order.

1.1. Set Assembly Services:

a. The Government will supply the Contractor, via delivery order (DO), with listings containing the components and applicable quantities thereof, for all assemblages required. The Government will provide access to government sources of supply for items within the assemblages that are not readily available within the commercial sector.

b. The Contractor shall:

- 1) Procure all necessary components within the assemblages ordered.
- 2) Assemble and pack components by assemblage in accordance with applicable laws, regulations, (policies and procedures).
- 3) Create an auditable record in accordance with the PWS of components packaged within each assemblage.
- 4) Provide short or long-term storage, to include temperature-controlled storage, as required by the delivery order.
- 5) Deliver assemblages to specific destinations on the Required Delivery Date (RDD) as directed by the Government.

1.2. Applicable References: The following references are listed for support of the Performance Work Statement. Regulations listed below may be viewed at the various websites listed below: <http://www.usapa.army.mil/>; <http://www.tradoc.army.mil/>; <http://www.amc.army.mil/>; <http://www.adtdl.army.mil/>; and <http://www.gsa.gov/>.

- a. AR 40-61, Medical Logistics Policies and Procedures.

- b. AR 55-38, Reporting of Transportation Discrepancies in Shipment.
- c. AR 702-7-1, Reporting of Quantity Deficiencies within the U.S. Army.
- d. AR 725-50, Requisition, Receipt, and Issue System
- e. AR 735-11-2, Reporting of Item and Packaging Discrepancies.
- f. MIL STD 129, Pack Marking For Shipment and Storage
- g. Technical Manual TM 38-450, Storage and Maintenance of Prepositioned Materiel Configured to Unit Sets
- h. MILSTD 2073/1D, Standard Practice for Military Packing

2. Performance Work Statement (PWS): The Contractor shall furnish the necessary personnel, materiel, services, facilities, and otherwise do all things necessary for or incident to the performance of the work as described below. The required services shall be employed in the building of medical assemblages, to include the procurement of the components; the assembly; packing of those components in set configuration; storage (if required), and the shipment of these sets to various destinations. Marking of each component and component case with a label attached with the minimum information of National Stock Number (NSN), Manufacturer, Make/Model, and Nomenclature. This required information will be provided by the Government at the time of the execution of the DO. Any exceptions or deviations from this must be pre-approved by USAMMA. Further, if less than a complete medical assemblage is required, the Contractor will provide an individual set assemblage service, i.e., procurement, or assembly, storage (if required), or shipping, etc., as described in paragraph 1. The Contractor shall possess a level of familiarity with the Army Medical Department's (AMEDD) process for developing, procuring, and fielding medical assemblages.

2.1 Scope. The Contractor shall provide medical assemblages for the Government. The medical assemblages may include the procurement of the components, the assembly, labeling and packing of those components in set configuration, storage (if required), and the shipment of these sets to various destinations. If less than a complete medical assemblage is required, the contractor shall provide an individual set assemblage service, i.e., procurement, or assembly, or shipping, etc., as described in paragraph 1. The individual SAS are considered incidental to provision of the set assemblage. The Contractor shall abide by all laws, regulations, and requirements when dealing with special handling items, i.e., hazardous material, narcotics, and/or refrigeration items, etc.

2.2 SPECIFIC MEDICAL SET ASSEMBLY TASKS: The Contractor shall provide completed assemblages, as directed by the DO, and will:

- a. Be responsible for procuring all components for the assemblages

b. Ensure that all assemblages will be shipped at 100% fill, unless otherwise approved by the USAMMA, within time and delivery requirements of the DO.

c. Ensure pharmaceutical component items, as defined by the DO, for the assemblages are managed so that the available shelf life at the date of delivery, meets the requirements of the DO. In circumstances when the goal of the DO is not achievable, the Contractor shall notify the Contracting Officer's Representative (COR) at least 45 days prior to the RDD. Furthermore, in circumstances when the Contractor is unable to ship the order at the required 100% fill rate and meet the RDD, the Government will except no less than 90% fill rate to meet the required delivery date. In this case, the Government will then determine if the available shelf life is acceptable.

d. Ensure Individual components are marked with NSN, short nomenclature, make/model, manufacturer, quantity and unit of issue. If quantity is less than unit of issue, each unit of measure must be marked with NSN, Short nomenclature, make/model, manufacturer and quantity.

e. Ensure that all assemblages are labeled as required by the DO.

f. Ensure that each box or container has its own packing list, with all fields of information required in 2.2.d, to reflect each item packed in that container or box.

g. Ensure that all assemblages are packed with a master pack list. The master pack list shall be placed in the first container of the assemblage. The packing list shall be, upon receipt of the equipment, readily available to the receiver at the shipping point. This list will be used by the receiver as a checklist of items actually received and reported back to the COR. Any and all items missing will also be identified, at the time of shipment, in a manner approved by the Government. Proof of delivery may be required, on items shipped but not identified by the receiver.

h. Provide an electronic Microsoft Excel pack data file, via electronic mail, as required by the DO. All electronic files must be compatible with the most current version of [Microsoft Office Software the government is using at the time](#). All data must be provided in upper case lettering. Electronic data files will be provided using the following template:

Format for Excel packed data worksheets

FIELD TITLE	LENGTH	REMARKS
BDN	4	Alpha/Numeric
ACN	8	Numeric
Assemblage ID Number	2	Default to '01'
NSN	13	Numeric
Nomenclature	45	Leave blank
Quantity Packed	7	Alpha 0000100 = 1 0001000 = 10 0010000 = 100
Unit of Issue	2	Alpha – blank

Manufacturer Name	20	Alpha; All Caps
Manufacturer Date	4	Alpha YYMM
Expiration Date	4	Alpha YYMM
Serial/Lot/Contract Indicator Serial number takes precedent over lot and contract number.	1	'S' = Serial Number 'L' = Lot Number 'C' = Contract Number
Serial/Lot/Contract Number	20	
Filler	1	
Container/Pallet Number Low	4	Sub Location
Container/Pallet Number High	4	Primary Location

This template must be utilized for each item in each USAMMA DO (all equipment items as well as set builds). If an NSN has multiple serial numbers, lot numbers or manufacturer information than a separate NSN record must be created with the appropriate packed quantity. Please note that the "Field" column need only be completed for each item of the assemblage. The "Type" and "Notes" items are for descriptive purposes only.

The Contractor shall provide the Pack Data File Excel Spreadsheet / Template NLT 5 business days prior to the required delivery date. If any shortages are added after the vendor submits the initial spreadsheet / template USAMMA will require a final spreadsheet / template with updates only at the time of shipment.

The Contractor shall provide the spreadsheet / template e-mailed to the following e-mail addresses:

ronald.shoemaker@amedd.army.mil
eileen.baumgardner@amedd.army.mil
curtis.dalton@amedd.army.mil
leeann.taylor@amedd.army.mil
ann.wetzel@amedd.army.mil
kimberly.hagan@amedd.army.mil
donna.kesler@amedd.army.mil
natalie.ingram@amedd.army.mil

These e-mail addresses are subject to change and USAMMA is responsible for notifying the vendor of changes.

i. Ensure all assemblage components conform to requirements as outlined within the FEDLOG catalog file.

j. Ensure that packaging of assemblages conforms to requirements as outlined in applicable references.

k. Provide short or long-term storage of assemblages as required by the deliver order. The storage, when required, will include quality control/quality assurance, i.e., shelf-life

management, special handling and storage, stock replenishment and fill, and materiel inspections, etc., ad hoc reporting requirements, and location management.

1. Ensure that the assemblages are shipped out in accordance with the required delivery schedule.

2.3. A minimum number of two DO should be placed against each contract for each period of performance.

2.4. All sets will be configured as described in the DO. Any exceptions will require written pre-approval by the COR.

2.5. Shipments will be delivered, as directed by the Government, to any and all parts of the world, as needed. This will include, but not limited to, areas of extreme heat, and cold. Vendor is expected to provide appropriate shipping containers so the product will not be compromised by heat or cold.

3. PERFORMANCE AND DELIVERY REQUIREMENTS

3.1. The Contractor shall provide assemblages at a 100% fill rate, as required by Government. Any deviation from this shall be pre-approved by the COR.

3.2. All sets shall be assembled with the accessories and supplies and shipped in whole as one unit as specified by the DO. Any exceptions to this rule will need to be pre-approved by the COR.

3.3. Shipment shall take place as required in the DO. The Contractor shall notify the COR of any deviation from this schedule, within 24 hours. The Contractor shall also ensure that a packing list is readily available to the receiving facility or personnel, along with the equipment. The packing list will include all requirements as established in paragraph 2.2f, and by the DO.

3.4 Shipments will be delivered F.O.B. Destination (free of expense to the Government, on board the carrier's conveyance at a specified delivery point), as directed by the Government, to any and all parts of the world, as required by the DO.

3.5. Quality Assurance shall be an important part of this contract. The Contractor shall ensure all items are assembled as described, stored (if required) in accordance with paragraph 2.2k, and shipped as a whole and arrive at the destination in good working order and on time.

3.6. 30-days prior to the RDD the contractor shall notify the COR and the e-mail addressee's cited in paragraph 2.2.h. of the BDN percentage of fill for the order. If the BDN percentage of fill is less than 90%, 30-days from the RDD a comprehensive performance report in spreadsheet format shall be submitted to the COR and the e-mail addressee's cited in paragraph 2.2.h. This report shall be updated and submitted every five business days thereafter if the percentage of fill remains below 90%. The Contractor is also responsible for submitting ad hoc reports, within-24

hours of request, at any time after the DO is placed, which contains the working percentage of fill for each set on the DO, and working packing lists with all elements of data as outlined in 2.2.g. Ad hoc reports will be submitted electronically, unless otherwise specified by the COR. All electronic submissions must be compatible with the most current version of Microsoft Office Software the government is using at the time.

3.7. If Government Furnished Equipment (GFE) is provided, the nomenclature, quantity, estimated value, serial number (if appropriate), location, and date of delivery to the Contractor will be stated in the DO.

Section D - Packaging and Marking

APPLICABLE REGULATIONS

- a. AR 55-38, Reporting of Transportation Discrepancies in Shipment.
- b. AR 735-11-2, Reporting of Item and Packaging Discrepancies.
- c. MIL STD 129, Pack Marking For Shipment and Storage
- d. MILSTD 2073/1D, Standard Practice for Military Packing

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2009 TO 28-FEB-2010	N/A	US ARMY MEDICAL MATERIEL AGENCY MED EQUIP MAINT DIV MED UNIT BLDG 1423 SULTAN DRIVE PBO FREDERICK MD 21702-5001 FOB: Destination	W25MWY
0002	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
0003	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
0004	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
0005	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
0006	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
0007	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
0008	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
1001	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
1002	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
1003	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
1004	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
1005	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
1006	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY

1007	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
1008	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
2001	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
2002	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
2003	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
2004	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
2005	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
2006	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
2007	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
2008	POP 01-MAR-2011 TO 29-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
3001	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
3002	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
3003	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
3004	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
3005	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
3006	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
3007	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
3008	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY

4001	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
4002	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
4003	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
4004	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
4005	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
4006	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
4007	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY
4008	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25MWY

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

Wide Area Workflow (WAWF) (see instructions below)

Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

Other (please specify) _____

DFAS POC and Phone: To be provided at contract award.

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [Contracting Office fill in DFAS location here as indicated on your purchase order/contract] at [Contracting Office fill in DFAS vendor pay phone number here] or faxed to [Contracting Office fill in DFAS vendor pay fax phone number here]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate type)

Commercial Item Financing

Construction Invoice (Contractor Only)

Invoice (Contractor Only)

(Invoice and Receiving Report COMBO)

Invoice as 2-in-1 (Services Only)

Performance Based Payment (Government Only)

_____ Progress Payment (Government Only)

_____ Cost Voucher (Government Only)

_____ Receiving Report (Government Only)

_____ Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique “part identifier” containing data elements used to track DoD parts through their life cycle.

_____ Summary Cost Voucher (Government Only) Information to be provided at contract award.

CAGE CODE: [Enter Contractor Cage Code here]

ISSUE BY DODAAC: [Enter Contracting Office DODAAC here]

ADMIN BY DODAAC: [Enter office administering contract here]

INSPECT BY DODAAC: [Enter Inspector’s DODAAC here if applicable]

ACCEPT BY DODAAC: [Enter Acceptor’s DODAAC here if applicable]

SHIP TO DODAAC: [Enter Ship to DODAAC(s) here]

LOCAL PROCESSING OFFICE DODDAC: [Enter LPO DODAAC here if applicable]

PAYMENT OFFICE FISCAL STATION CODE: [Enter Fiscal Station CODE]

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

INSPECTOR: [Enter Inspector’s email address here]

ACCEPTOR: [Enter Acceptor’s email address here]

RECEIVING OFFICE POC: [Enter receiving office POC email address here]

CONTRACT ADMINISTRATOR: [Enter Contract Administrator’s email address here]

CONTRACTING OFFICER: [Enter Contracting Officer’s email address here]

ADDITIONAL CONTACT: [Enter email address(es) here]

For more information contact [Enter Contract Specialist’s and/or Contracting Officer’s name, email and phone here]

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

1. DELIVERY ORDERS.

1.1 Performance under this contract will be in accordance with Deliver Orders (DO) issued by the Contracting Officer to the Contractor, within the requirement of the scope of work set forth in Section C. All Orders are subject to the terms and conditions of the contract. In the event of a conflict between an Order and the contract, the terms of the contract shall control.

1.2 New Orders will be made by the Contracting Officer with due consideration given to previously uncompleted Orders and commensurate with performance schedules. The SF 1155 or 1449 will be used to issue Orders and to signify Contracting Officer notification to commence work under the individual Orders. An Order is considered issued when the Government's Contracting Officer has signed. The contractor shall not proceed with the task until notification is received from the Contracting Officer.

1.3. The Orders, and modifications to Orders, will be numbered by the issuing office. Modifications to the Orders will be designated by the modification number and contain the original task order number.

1.4. The Contractor shall identify all correspondence, reports, drawings, and other pertinent papers in connection with the contract by imprinting thereon the Order and the contract number, plus any other references furnished by the Contracting Officer.

1.5. The Contractor shall not incur costs to perform work under any specific Order in excess of the cost estimate authorized for the Order until notified in writing that such amount has been increased. Whenever it appears to the contractor that the actual cost to complete the Order issued on a Cost Plus Firm Fixed Price basis may exceed the estimated cost of such Order, the contractor shall immediately, and in no event later than the incurrence of 75% of the estimated Order cost, notify the contracting office in writing and furnish a revised estimate for the completion of the Order. Issuance of an Order is not authorization for the contractor to incur costs in excess of the funds obligated to date under the Order.

1.6. 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).

2. PROCEDURES.

2.1 Prior to issuance of an Order and upon definition of the requirement, the Contracting Officer will issue to the Contractor an Order Request for Proposal (RFP) in writing, which will designate a preferred Order type.

2.2 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.

The individual evaluation factors are past performance dashboard , delivery time, importance of exclusions, net price, and price adjusted for exclusions. If two or more proposals are evaluated as relatively equal in technical merit (non-cost factors), net price or price adjusted after exclusions could become the deciding factor in awardee selection.

The Contractor shall submit the following via email to the contracting office, by a date mutually agreed upon but no later than 10 working days after receipt of the RFP:

- a. Past Performance (Dashboard to be provided by the Government in accordance with Section 3.2 below);

- b. Delivery Time;
- c. Importance of Exclusions,
- d. Net Price;
- e. Price Adjusted for Exclusions. An exclusion is an item the offeror doesn't quote on. An exclusion can happen if the item is obsolete or if the offeror doesn't have an agreement with the manufacturer of that item

Note: If longer than 10 - days will be required, the Contractor shall provide justification to the Contracting Officer by telephone as soon as possible after receipt of an Order.

The Contractor's proposal 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 DO proposal and the technical and business proposals incorporated into the contract.

2.3 Upon receipt of the proposal, the Government will proceed to evaluate the same, subsequent to which negotiations may take place between the contracting office and the Contractor. The Contractor is expressly forbidden from discussing with the COR, or any other Government technical personnel, any aspects of any pending Orders absent expressed written permission from the Contracting Officer to that effect.

2.4 Following the conclusion of negotiations, the Contracting Officer will select the successful Contractor and issue a fully executed Order, containing all agreed to terms and conditions, specifying the Order to be performed, special reporting requirements and a Firm-Fixed Price or cost estimate.

2.5 In the event that the parties fail to agree on Order type, price, costs and/or fixed fee or profit for any Order hereunder, the Contracting Officer may render a unilateral written decision as to what type of Order and what level of price or costs and/or fee/profit is reasonable under the circumstances for the services required pursuant to the Order, and will subsequently unilaterally issue the 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.

2.6 The Government will award a minimum of two Orders per year during the term of the contract.

3. SELECTION CRITERIA FOR AWARDING ORDERS.

3.1 All Contractors shall be provided a fair opportunity to be considered for all task order assignments in excess of \$3,000 except as stated in Paragraph (4). Orders are competed between several Contractors.

3.2 Orders will be awarded based on a tradeoff to the Government per the evaluation factors in 2.2 to the offeror presenting the most advantageous proposal. A past performance Dashboard will be established and maintained by the COR. The Dashboard will consist of performance data gathered from USAMMA Force Sustainment Directorate, the Fielding Teams, and the customer receiving the Set. The Contractor will be evaluated on factors such as the ability to meet the required percentage of fill, meeting the RDD, packaging, NSN labeling, accuracy and timeliness of the pack data file, quality of supplies, cost controls, and overall customer satisfaction. Using these factors a green, amber, red dashboard rating will be established for each set the contractor builds. A green rating indicates the Contractor has excelled in all factors being considered; an amber rating indicates the Contractor provided satisfactory performance in all of the factors with minor failures, a red rating indicates the Contractor failed at least one of factors considered. All green, amber, red ratings will be supported with documentation from the appropriate sources. There may be circumstances which are beyond the Contractors control that cause failures, these events will be considered and will not be held against the Contractors rating if found to be legitimate. The Contracting Officer will consider these ratings and other past performance information in his possession determined relevant to the placement of future tasks/orders. The Dashboard rating could qualify the Contractor to receive

follow on orders for a particular set if their rating is clearly above and beyond the other contractor ratings. DO's will be competed IAW FAR 16.505 (b) (1).

3.3 The Contracting Officer is not required to contact each of the contractors that received an award for this statement of work before selecting a contractor for award of an Order.

3.4 Contractors may not be given an opportunity to be considered for an Order for more than \$3,000 if the Contracting Officer determines that:

(i) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays.

(ii) Only one Contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services required are unique or highly specialized.

(iii) The Order is issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract.

(iv) It is necessary to place an order to satisfy the contract minimum task/order requirement.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-18	Place of Manufacture	SEP 2006
52.227-1	Authorization and Consent	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2004 Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	NOV 2004

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

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 from 1 March 2009 through contract end date.
- (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)

CLAUSES INCORPORATED BY FULL TEXT

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 \$3,000, 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 4,500,000;

(2) Any order for a combination of items in excess of \$4,500,000; or

(3) A series of orders from the same ordering office within 5 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 5 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of contract expiration. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 15 days of option start date; 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 60 months.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-

Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--
 - (A) Noncommercial items; or
 - (B) Commercial items that--
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh

Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

REPRESENTATIONS AND CERTIFICATIONS (MAR 1999) (USAMRAA)

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

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.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachments 1 thru 7 – Medical Equipment Sets Descriptions - Provided Under Separate Cover

Attachment 1 – Description - Surgical Instrument Supply Sets – Notional Task Order 1

Attachment 2 - Description - Trauma Field Sets – Notional Task Order 2

Attachment 3 - Description - Ground Ambulance Sets – Notional Task Order 3

Attachment 4 - Description - Sick Call Sets

Attachment 5 - Description - Special Forces Tactical Sets

Attachment 6 - Description - Air Ambulance Sets

Attachment 7 - Description - Mine Resistant Ambush Protective (MRAP) Vehicle Sets

Attachment 8 - Past Performance Questionnaire

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Attachment 9 – Historical Data for Ordered Quantities of Medical Equipment Sets

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ATTACHMENT 8

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-0005, Medical Sets Assembly Kits. 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:					
PAST PERFORMANCE ELEMENT	RATING						
	1	2	3	4	5	6	NA
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	PLEASE RETURN COMPLETED RESPONSE TO: 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@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	

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ATTACHMENT 9
HISTORICAL DATA FOR MEDICAL EQUIPMENT SETS

Historical data of ordered quantities compiled from order dates Sep 07 - Sep 08.

3,106 Ea – Medical Equipment Sets (MES), Surgical Instrument Supply Set (SISS)
168 Ea - MES, Trauma Field Set
333 Ea - MES, Ground Ambulance Set
338 Ea - MES, Sick Call Set
116 Ea - MES, Special Forces Tactical Set
116 Ea - MES, Air Ambulance Set
346 Ea - MES, Mine Resistant Ambush Protective (MRAP) Vehicle Set

Section K - Representations, Certifications and Other Statements of Offerors

ORCA

Online Representations and Certifications Application (ORCA)

The Federal Acquisition Regulation (FAR) requires the use of the Online Representations and Certifications Application (ORCA) in Federal solicitations as a part of the quote submission process. ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the FAR required representations and certifications previously found in solicitations. With ORCA, you now have the ability to enter and maintain your representation and certification information, at your convenience, via the Internet at <http://orca.bpn.gov>. In addition, rather than receiving and reviewing paper submissions, government contracting officials can access ORCA and review your information online as a part of the quote evaluation process. You will no longer have to submit representations and certifications completed in ORCA with each offer. Instead, a solicitation will contain a provision that will allow you to either certify that all of your representations and certifications in ORCA are current, complete and accurate as of the date of your signature, or list any changes.

To prepare for this requirement and to register in ORCA, you will need to have two items: an active Central Contractor Registration (CCR) record and a Marketing Partner Identification Number (MPIN) identified in that CCR record. Your DUNS number and MPIN act as your company's ID and password into ORCA. (Visit www.ccr.gov for more information on creating and entering your MPIN). The basic information provided in your CCR record is used to pre-populate a number of fields in ORCA. Vendors are reminded to protect their MPIN from unauthorized use.

Once in ORCA you will be asked to review pertinent information pre-populated from CCR, provide a point of contact, and answer a questionnaire that contains up to 26 questions. The questionnaire is to help you gather information you need for the clauses. The questionnaire is not the official version. Be sure to read the provisions carefully.

The answers you provide are then automatically entered into the actual FAR provisions. You are required to review your information, as inserted, in context of the full-text provisions for accuracy; acknowledge three additional read-only provisions; and click a time/date stamp before final submission. You will need to review and/or update your ORCA record when necessary, but at least annually in order to maintain its active status.

Detailed information regarding ORCA, how to submit your record, and whom to call for assistance can be found on ORCA's homepage at <http://orca.bpn.gov> under "Help."

ORCA Certification Sheet

Online Representations and Certifications Application (ORCA)

I certify that all of the representations and certifications completed in ORCA are current, complete and accurate as of the date of my signature provided below.

Signature

Date

Title

Organization

E-Mail Address

Phone

OR

I certify that all of the representations and certifications completed in ORCA are current, complete and accurate as of the date of my signature provided with the exception of the following:

(list any changes)

Signature

Date

Title

Organization

E-Mail Address

Phone

CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

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

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

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

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

Paragraph (c) applies.

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

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

FAR Clause	Title	Date	Change
-----	-----	-----	-----

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

(End of Provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 423450.

(2) The small business size standard is 100 employees.

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

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

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

() Paragraph (c) applies.

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

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

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

FAR/DFARS clause No.	Title	Date	Change

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

(End of Provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENT --BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006)

(a) Definitions. Bahrainian end product, domestic end product, Free Trade Agreement country, Free Trade Agreement country end product, foreign end product, Moroccan end product, qualifying country end product, and United States have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.

(Line Item Number) (Country of Origin (If known))

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) 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.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) 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 FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS

You are being requested to submit your proposal in response to the requirements of the US Army Material Management Activity (USAMMA). The planned Contract Line Item Number (CLIN) structure can be found in Section B.

INSTRUCTIONS FOR SUBMISSION OF OFFERS

1. COMMUNICATIONS REGARDING THIS SOLICITATION

All questions MUST be submitted in writing via email NO LATER THAN 17 December 2008 BY 3:00 PM Eastern Time (ET). Questions must be sent via EMAIL to usamraa.rfiresponse@amedd.army.mil, SUBJECT: W81XWH-09-R-0005. 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 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 or Excel format and may be converted to PDF sent via email to usamraa.rfiresponse@amedd.army.mil NO LATER THAN 09 JANUARY 2009 BY 3:00 PM Eastern Time (ET) of the following volumes:

- a. Volume I – Company Cover Letter and RFP documents
- b. Volume II - Technical Approach
- c. Volume III - Management Approach
- d. Volume IV - Past Performance
- e. Volume V - Cost and Price

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

3. Volume I - The offeror shall complete and include the ORCA certification and additional Section K certifications required by the solicitation. This volume shall include two sections, as follows:

- a. Company cover letter
- b. Executed RFP documents (acknowledgement of amendments, ORCA certifications, additional Section K DFARS certifications).

4. Volume II – Technical Approach. The offeror shall submit a Technical proposal addressing the following:

TECHNICAL APPROACH.

The offeror shall describe their knowledge and understanding of the requirement(s) as outlined in the PWS. The offeror shall discuss their approach in identifying the methodology and analytical techniques used to fulfill the technical requirements, particularly the following areas:

- Provide an overview of the proposed methodology in meeting the technical requirements identified in the PWS specifically on the requirements identified in the Notional Task Orders.
- Identify and describe the logical sequence of tasks that will be performed, including the specific techniques and steps that will be performed to execute the requirements identified in the Notional Task Orders.
- Discuss experience in supplying similar products to the requirements identified in the Notional Task Orders.

- Discuss the quality of the facilities to be used, quality assurance programs and plans, scheduling, transportation and delivery related controls, including information detailing status reporting, and the location of management offices.

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 Proposal is 35 pages. Pages in excess of the limitation will not be considered.

5. Volume III – Management Approach. The offeror shall submit a Management proposal addressing the following:

MANAGEMENT APPROACH.

Management Approach.

The offeror shall describe the corporate qualifications and capabilities specifically related to successful contract performance. The offeror shall describe project management keys to success such as project planning leveraging the team's assets (experience, training, credentials). The offeror shall address project management execution; identification of program manager and plans for communication and coordination with the Government. The offeror shall describe their access to commercial sources of supply for the requirements identified in the Notional Task Orders, and the use of commercial best practices as they relate to the supply chain management process. The offeror shall discuss any teaming / subcontracting arrangements to be used in support of requirements. 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.

6. Volume IV – 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 five 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 8).

Past/current customers must submit the questionnaire directly to Kelly Sherman at email 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.

7. Volume V – Cost and Price. The offeror submit a cost and price proposal as follows:

COST AND PRICE:

The offeror shall submit not-to-exceed prices for each set assemblage type identified by a Contract Line Item Number (CLIN), including options. In addition, offerors shall provide detailed pricing to the component level for each set assemblage identified as a Notional Task Order. The Government will compare offerors’ not-to-exceed CLIN prices and detailed Notional Task Order prices with each other and with historical prices for the same set assemblages to determine price reasonableness and realism.

The is no proposal page limitation for Cost and Price.

A. SUBMISSION OF COST OR PRICING DATA

1.). It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit additional cost or price data (beyond that required by Section L.7) or to certify cost or pricing data with its proposal.

2.). If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-3 and 15.403-4, the offeror shall provide other information requested to be submitted to determine fairness and reasonableness of price, or certified cost or pricing data as requested by the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

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

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

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

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed

by a Contracting Officer as the result of negotiations.

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

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

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

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors

and subfactors in the solicitation.

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price indefinite delivery indefinite quantity contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer 820 Chandler Street, Fort Detrick, MD 21702-5014 by obtaining written and dated acknowledgment of receipt from MRMC-AAA-G.

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

(End of provision)

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

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

www.arnet.gov

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS

1. Basis for Award:

1.1. 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 best value to the Government. As individual factors, Technical Approach is the most important of the factors. Management Approach is second in order of importance. Past Performance is third in order of importance. Cost and Price is the least important of all the factors. When considered together Technical Approach, Management Approach, and Past Performance are significantly more important than Cost and Price.

2. The following criteria will be used to evaluate the Offeror's proposals.

Factor 1 - Technical Approach. The Government will assess each offeror's knowledge and understanding of the requirement(s) as outlined in the PWS. The Government will assess the offeror's approach in identifying the methodology and analytical techniques used to fulfill the technical requirements, particularly the following areas:

- An overview of the proposed methodology in meeting the technical requirements identified in the PWS, focusing specifically on the requirements identified in the Notional Task Orders.
- The identification and description of the logical sequence of tasks that will be performed, to execute the requirements identified in the Notional Tasks Orders, including the specific techniques and steps that will be applied during the accomplishment of the requirement.
- Experience in supplying similar products to the requirements identified in the Notional Task Orders.
- The quality of the facilities to be used, quality assurance programs and plans, scheduling, transportation and delivery related controls, including information detailing status reporting, and the location of management offices.

Factor 2 - Management Approach. The Government will assess the corporate qualifications and capabilities specifically related to successful contract performance. The Government will assess project management keys to success such as project planning leveraging the team's assets (experience, training, credentials). The Government will assess project management execution; identification of program manager and plans for communication and coordination with the Government. The Government will assess the offeror's access to commercial sources of supply, and the use of commercial best practices as they relate to the supply chain management process. Identify the major sources of supply for the requirements identified in the Notional Task Orders. The Government will assess any teaming / subcontracting arrangements to be used in support of requirements.

Factor 3 - Past Performance. This evaluation factor will first assess the relevancy of each offeror's past performance. Past performance of the same size, scope, and 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 over-all results, not simply problem-free management. 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.

Offerors should submit no more than 3 recent (within the past 5 years) past performance examples. Offerors' examples should include a project or contract title; contract number; contracting agency; type of contract and total contract dollars; firm or Government agency for which work was performed; point of contact (Contracting Officer or Contracting Officer's Representative) to include name, title, address, email address, and telephone number associated with each reference; and brief description of how the cited work is the same as the proposed effort. The Army reserves the right to consider other past performance information at its disposal. If the offeror has been in

business for less than five years, previous relevant experience from the offeror's principals or key personnel may be provided. 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.

Factor 4 – Cost and Price:

The degree to which the offeror's proposed price represents 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 will provide not-to-exceed prices for each set assemblage type identified by a Contract Line Item Number (CLIN), including options. In addition, offerors will provide detailed pricing to the component level for each set assemblage identified as a Notional Task Order. The Government will compare offerors' not-to-exceed CLIN prices and detailed Notional Task Order prices with each other and with historical prices for the same set assemblages to determine price reasonableness and realism.

3. Awards may be made on the basis of initial offers without discussions. Therefore, it is in offerors' best interest to submit an initial offer containing the offeror's best terms.

4. Competitive Range. In accordance with FAR 15.306(c), "Competitive Range", the Government will evaluate all proposals and, if discussions are to be conducted, the Government will establish a competitive range. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer may further reduce the competitive range for purposes of efficiency.

5. Discussions may be in person, by telephone, or in writing at the discretion of the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990