

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 53	
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-09-R-0019	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 04 Jun 2009	6. REQUISITION/PURCHASE NO. W45MW391264203		
7. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014			CODE W81XWH	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: FAX:					TEL: FAX:		

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

SOLICITATION

9. Sealed offers in original and 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 12:00 PM local time 07 Jul 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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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	29 - 34
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	9 - 20	X	J	LIST OF ATTACHMENTS	35 - 38
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	21	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	39 - 43
X	F	DELIVERIES OR PERFORMANCE	22				
X	G	CONTRACT ADMINISTRATION DATA	23 - 26	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	44 - 51
X	H	SPECIAL CONTRACT REQUIREMENTS	27 - 28	X	M	EVALUATION FACTORS FOR AWARD	52 - 53

OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<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
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

A PreAward Conference for potential offerors is scheduled for Monday, June 15 at USAISR, Fort Sam Houston, TX. No more than three (3) representatives per company will be permitted to attend. In order to register, contact Ms. Kelly Sherman at kelly.sherman@amedd.army.mil or 301-619-4064.

Proposals must be submitted and received in seven (7) separate volumes (I, II, III, IV, V, VI, and VII).

Please note that there are two parts to Section K submissions: (1) ORCA certifications and (2) completion of additional Section K certifications and clauses.

Note, Item 9 on the SF 26 cover page means that no additional hard copies are required other than the original as instructed in Section L.

Questions concerning this solicitation must be submitted in writing via email no later than 18 June 2009 by 12 PM Local Time, Frederick, MD. Questions must be sent via email to both usamraa.rfiresponse@amedd.army.mil and kelly.sherman@amedd.army.mil, Subject: W81XWH-09-R-0019. No telephonic questions will be accepted. Answers to questions will be addressed by amendment to the solicitation which will be posted on the USAMRAA website, www.usamraa.army.mil.

The NAICS code for this requirement is 541990.

Section B - Supplies or Services and Prices

PRICING INFORMATION

This solicitation will result in a single performance based cost plus fixed fee contract award.

Each CLIN in Section B shall be completed. A breakdown of cost data is required and should be provided on a separate Excel spreadsheet as instructed in Section L.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor for Initial Outfitting of BHT CPFF		Lot		
	The Contractor shall perform in accordance with the PWS the following services: 1.) Provisioning of medical research, information management and vivarium equipment; 2.) Equipment standardization; 3.) Facilitate and assist in property management accountability; 4.) Installation of equipment; 5.) Formal safety testing, calibration, verification, and certification of all equipment; 6.) Receipt, storage, and any required warehousing of equipment; and 7.) Coordinate and provide equipment operation and maintenance training consistent with vendor recommendations and/or requirements. The period of performance is 30 Sept 09 - 29 Sept 10.				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Program Management Services</p> <p>CPFF</p> <p>The contractor shall furnish extensive technical and administrative expertise in accordance with the PWS. The period of performance is 30 Sept 09 - 29 Sept 10.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: W45MW391264203</p>		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>General ODCs</p> <p>COST</p> <p>The plug in figure to be used for this CLIN is \$25,000. Other Direct Costs other than equipment. ODCs are materials or services in direct support within the scope of a service and are not the primary purpose of the contract. All ODCs shall be fully supported and in compliance with all competition requirements of the FAR, specifically Part 31, "Contract Cost Principles and Procedures."</p> <p>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.</p> <p>FOB: Destination</p>				
				ESTIMATED COST	

ITEM NO 0004	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Equipment ODCs COST				
	ODCs for the required medical research, vivarium and information management equipment as shown in Attachment 2. The plug in figure for the equipment is \$1.3M. The offeror may propose General and Administrative charges (G&A) or Material and Handling charges (M&H) to be applied to this CLIN.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO 0005	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CMR FFP				
	Contractor Manpower Reporting (CMR). Input for Contract Services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" clause for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the Contractor Officer's Representative, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.				
	FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Labor for Initial Outfitting of BHT CPFF		Lot		
	The Contractor shall perform in accordance with the PWS the following services: 1.) Provisioning of medical research, information management and vivarium equipment; 2.) Equipment standardization; 3.) Facilitate and assist in property management accountability; 4.) Installation of equipment; 5.) Formal safety testing, calibration, verification, and certification of all equipment; 6.) Receipt, storage, and any required warehousing of equipment; and 7.) Coordinate and provide equipment operation and maintenance training consistent with vendor recommendations and/or requirements. The period of performance is 30 Sept 10 - 29 Sept 11.				

FOB: Destination

ESTIMATED COST
 FIXED FEE _____
 TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Program Management Services CPFF		Lot		
	The contractor shall furnish extensive technical and administrative expertise in accordance with the PWS. The period of performance is 30 Sept 10 - 29 Sept 11.				
	FOB: Destination				

ESTIMATED COST
 FIXED FEE _____
 TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	General ODCs				

COST

The plug in figure to be used for this CLIN is \$25,000. Other Direct Costs other than equipment. ODCs are materials or services in direct support within the scope of a service and are not the primary purpose of the contract. All ODCs shall be fully supported and in compliance with all competition requirements of the FAR, specifically Part 31, "Contract Cost Principles and Procedures."

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

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Equipment ODCs				

COST

ODCs for the required medical research, vivarium and information management equipment as shown in Attachment 2. For evaluation purposes, this CLIN is not separately priced from CLIN 0004. The offeror may propose General and Administrative charges (G&A) or Material and Handling charges (M&H) to be applied to this CLIN.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	CMR FFP				

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

FOB: Destination

ESTIMATED COST	
FIXED FEE	
TOTAL EST COST + FEE	

Section C - Descriptions and Specifications

PWS

Performance Work Statement For Non-Personal Services

Initial Outfitting (IO) Acquisition for Battlefield Health and Trauma Center (BHT)

1.0 GENERAL

This is a non-personal services contract to provide Initial Outfitting (IO) services to support a new medical research facility being constructed at Fort Sam Houston, Texas. The Battlefield Health and Trauma Center (BHT) will be a new 133,000 square foot facility located adjacent to the current US Army Institute of Surgical Research (ISR) building. The Army seeks Contractor support to perform tasks such as provisioning/installing medical research, information management and vivarium equipment, in addition to providing initial equipment training (operational and maintenance) for this new facility and 5,000 square feet of renovated space in the existing ISR building.

1.1 Overall Goal

The goal is to ensure the complete IO of the BHT within schedule and cost constraints, to include comprehensive initial outfitting and execution services supporting the equipping of the facilities, maximizing standardization of equipment and supplies, managing vendor-provided training, and supporting the provisioning of the facilities.

This contract will have a total period of performance not to exceed two years. This period of performance will include a base period of twelve (12) months and one (1) option period of twelve (12) months each.

2.0 SCOPE

In support of the seamless IO of the BHT, the selected Contractor must be able to perform the following specialized services:

- Provisioning of medical research, information management and vivarium equipment
- Equipment standardization as required by the Government
- Facilitate and assist in property management accountability
- Installation of equipment
- Formal safety testing, calibration, verification, and certification of all equipment
- Receipt, storage, and any required warehousing of equipment
- Coordinate and provide equipment operation and maintenance training consistent with vendor recommendations and/or requirements

2.1 Project Requirements

In support of the tasks enumerated below, the Contractor shall furnish extensive technical and administrative expertise to ensure the expeditious accomplishment of these tasks. In addition:

- The Contractor shall provide project management services and provisioning of research equipment consistent with the Government-provided architectural and technical requirements.
- The Contractor shall document a detailed, realistic Project Management Plan that will serve as the management guideline for the project for their tasks. This Project Management Plan (Deliverable 1, described in Section 3.2) shall be built to include the tasks, time frames, and responsibilities for every Contractor activity required to support the Government in achieving a successful transition.

- The Contractor shall provision and install the required medical research, vivarium and information management equipment (Attachment 2).
- The Contractor shall implement standardization decisions as required.
- The Contractor shall coordinate with the Government to prevent delivery conflicts with construction schedules and Government Furnished Equipment (GFE) .
- The Contractor shall apply NFPA, OSHA, ASHRAE, ADA, and other medical standards to fully identify, integrate, and apply requirements to all provided services.

Information provided in the Attachments is current as of the release of the RFP. The Government will provide updated information to the Contractor, as available.

2.2 Medical Research IO Services and Project Management

The Contractor shall provide medical research IO services appropriate to this effort. Contractor activities may include, but are not limited to controlling project cost and scope, ensuring quality of services provided, managing deliveries of equipment, materials, and services provided under this contract (e.g., just-in-time (JIT), warehousing, drop-shipment, etc.); managing risk; developing and adhering to a Work Breakdown Structure (WBS); and scheduling activities.

The Contractor shall use appropriate project management software as necessary for documentation and reporting. The Contractor shall coordinate equipment with the facility design contractor.

In order to facilitate its technical management of this effort, the Contractor shall manage the delivery of all services provided. The Contractor shall include full-service IO capability in all key areas determined by the Contractor's approach. As examples, the Government anticipates requirements for expertise in the following areas:

- Biomedical research equipment technicians (Level III)
- Clinical engineering
- Program management
- Facilities management
- Property management and equipment accountability
- Product Provisioning
- Equipping inventory control
- Logistics planning
- Maintenance planning
- Warehousing/storage capability
- Secure handling of warehoused items and Government files and records
- Safety management
- Communications
- Training and evaluation
- Installation and testing

The specific staffing to perform the required transition project management services is entirely at the discretion of the Contractor, and shall be in accordance with the approved Contractor's Project Management Plan. It is anticipated by the Government that all areas shall be managed by a qualified Project Manager to meet the performance outcomes. Additionally, it is anticipated by the Government that there will be a qualified Project Manager (PM) and that there will be a Project Management Office (PMO) as the place of performance for the contractor to establish or maintain within a 50 mile radius of the BHT.

Key personnel, as determined by the Contractor's approach, shall be submitted and listed in advance. Similarly, the Government anticipates that the Contractor would select PMO staff that includes personnel who have met the education requirements and/or certification requirements relevant to the tasks described herein.

2.3 Comprehensive Equipment IO Services

The Contractor shall provide comprehensive equipment IO services for medical research equipment and systems and shall coordinate with ISR, Original Equipment Manufacturer (OEM), builder(s), and architect(s), as needed, to ensure that all access, space, power, and cooling requirements are met. In accordance with their approach, the Contractor shall provide:

- Acquisition timelines
- Confirm with the Government that the as-designed equipment plans are consistent with the current requirements prior to provisioning
- Market research
- Expedited planning for items and incorporation of lead times into the transition schedule
- Standardization across purchased equipment
- Providing cut sheets and pricing with options as necessary
- Coordinating equipment training for laboratory staff and equipment maintenance personnel as required
- Negotiating full manufacturer's warranty for each new piece of equipment such that the benefit of the full warranty is available to the Government for at least one year from the date of start of research.
- Capital equipment inventory to include the collection of data (asset tag number, RFID number, item description, location, manufacturer, condition, age and serial number) from all equipment with a purchase value of over \$500 as well as the retention and turnover to the Government of all hard-copy purchase receipts
- Complete document management. At the end of the project, all documents will be provided on a CD for turnover to the Government to serve as final documentation for the Government in the event of an audit.

The Contractor shall coordinate with the Government to prevent delivery conflicts with construction schedules and GFE, to include scheduling, movement, and delivery, as necessary. Ordering of new items by the Contractor shall commence as soon as necessary after contract award to meet the operational requirements-

The Contractor, through its purchasing system, shall obtain quotes, obtain, receive, store (as necessary), and install equipment consistent with OEM requirements, facility design documents, and interior design packages provided by the Government.

2.4 Equipment Provisioning and Associated Services

The Contractor shall provide comprehensive equipment provisioning services for all identified equipment. The equipment provisioned shall also be in accordance with Government approved processes, and shall meet the requirements listed above under Comprehensive Equipment Services.

Government sources of supply will be made available to the Contractor in accordance with FAR 51.1, Contractor Use of Government Supply Sources. The Contractor shall NOT use Government sources of supply to procure services in support of this contract.

Equipment provisioning services shall include:

- Providing real-time or near real-time information enabling the Government Contracting Officer (KO), Government Contracting Officer's Representative (COR), and/or Government Contracting Officer's Technical Representative (COTR) to see the status of any item over a threshold of \$3,000 in the Contractor's system. This requirement may be met by providing read-only access by the KO, COR, and/or the COTR(s) to a subset of the tools that the Contractor's staff intends to use.
- Implementation of the competitive process (e.g. Request for Quote (RFQ)/Request for Proposals (RFP)) to obtain equipment options and pricing
- Ongoing reconciliation of the equipment budget and schedule with Government officials

- Coordination with the Government through the COTR or COR for all aspects of phasing of the projects for completeness
- Attendance at transition planning meetings and scheduled Executive IPRs in order to appropriately monitor project and ensure occupancy activities; meeting frequency is anticipated to be every two weeks at Fort Sam Houston, TX.
- Set up day-to-day meetings at the work locations (construction, etc.)
- Development of system description documents for user education and use
- Preparation of transition manuals
- Staff orientation and education to include change management facilitation
- Construction delivery schedule monitoring to ensure JIT delivery of equipment
- Appropriate security of all equipment and materials under the Contractor's control until turned over to the Government
- Install equipment in accordance with OEM procedures

The Contractor shall provide all management, materials, tools, supervision, labor, and equipment to support the installation and testing of all equipment and/or systems prior to installation and/or after the equipment is installed, as appropriate. The Contractor shall certify that all equipment and system testing and installation is in accordance with the equipment manufacturer's recommendations.

2.5 Formal Testing and Calibration

The Contractor shall coordinate with the COR to identify participants in test activities for all equipment in the BHT as well as the roles and responsibilities of each participant. The Contractor shall identify in a Test and Calibration Plan (Deliverable 2, described in Section 3.3) the specific calibration and test procedures consistent with vendor/manufacture recommendations. The Contractor shall coordinate with the COR to schedule test activities. In no event shall the Contractor commit Government resources to a test event or test schedule prior to Government approval.

2.6 Training

The training provided shall be in accordance with the approved Training Plan (Deliverable 3, described in Section 3.4) and shall be sufficient to ensure worker safety, to preserve all warranties, and to optimize the life of the equipment. Prior to final system installation and the acceptance phase of any project, the contractor may be required to assist the BHT in the coordination of the proper training and any needed certification of personnel who will be assigned the responsibility of operating and maintaining the equipment. Training shall consist of both equipment operation and maintenance, proper in-service training, or credentialing of equipment operators as appropriate to equipment and regulated use. The Contractor shall be prepared to assist in coordinating the provision of all training materials, student and instructor schedules and recording devices as required. Procedures for completion of the installation and testing services shall be in compliance with NFPA, OSHA, ASHRAE, ADA and other DOD medical standards. Coordination of equipping and outfitting tasks may be the responsibility of others; however additional coordination by the Transition Services Contractor may be required.

2.6.1 Training Materials

Following Government approval of the Training Plan, the Contractor shall ensure that each vendor/equipment manufacturer provides the standard training materials, such as course objectives, student guides, course materials, training manuals, distance learning tools and computer-based tools, as appropriate. All training materials shall be provided in reproducible format.

2.6.2 Training Presentation

The Contractor shall schedule and oversee the vendor/equipment manufacturer conduct of Government-approved training programs. Training may include train-the-trainer or training students. Following completion of the training, the

Contractor shall document lessons learned in the next Monthly Progress Report (Deliverable 5, described in Section 3.6) and modify the Training Plan and resources as appropriate.

2.7 Final Turnover and Close Out

The Contractor shall provide all management, materials, tools, supervision, labor, and equipment to facilitate the turnover of applicable documents, and close out the project.

The Contractor shall coordinate with Government activities to ensure all equipment is entered into the property accountability system. Additionally, limited commissioning services from the Contractor will be required during final turnover and close out.

3.0 DELIVERABLES

3.1 Documentation Guidelines

Reports and documents delivered by the Contractor in performance of this contract shall be considered “Technical Data” as defined in the applicable “Rights in Data” clause of the General Provisions. All documentation shall reflect the latest version number, unless specifically directed otherwise by the Government. All documentation shall be prepared in accordance with standard industry practices, ensuring electronically produced documents, which reflect logical flow of material, tables of contents, indexes and page numbering. Where applicable, the Contractor’s attention is called to the availability of commercial, industry, federal, and military guides, instructions, and standards for many of the topics addressed in this contract.

The Contractor shall submit all deliverables for Government review and approval. Any revisions or modifications will require subsequent Government review and approval.

3.2 Project Management Plan (Deliverable 1)

The Contractor shall submit a draft Project Management Plan with its Proposal for Government approval consistent with the terms specified in the contract. Following Government approval of this draft plan, the Contractor shall finalize this plan. The finalized plan shall be applied by the Contractor to manage, track, and evaluate the project or task performance. The Project Management Plan shall consist of control policies and procedures in accordance with standard industry practices for project administration, execution, and tracking. In this plan, the Contractor shall describe its overall management approach, policies, and procedures, including suggested project metrics, as well as provide an overview of the following areas:

- The Contractor’s approach to ensuring the orderly provisioning of medical research, information management and vivarium equipment
- The Contractor’s approach to transitioning all maintenance and operations of equipment to the Government. This shall include ensuring that all equipment warranties are maintained.
- The Contractor’s approach to property accountability and the handoff of property to the Government.
- The Contractor’s approach to staffing and Key Personnel assignment
- The Contractor’s approach to subcontract management, with specific goals for use of subcontractors, by role.
- The Contractor’s approach to risk management, with schedule, cost and technical/management risks and detailing the Contractor’s approach to addressing each.

3.3 Test and Calibration Plan (Deliverable 2)

The Contractor shall develop a Test and Calibration Plan (Deliverable 2). In this plan, the Contractor shall ensure that all the Contractor’s activities detailed under Section 2.5 above are addressed. For each discrete event, the Contractor shall ensure that specific procedures are in place in accordance with manufacturer recommendations for all test participant categories. This plan shall identify who is responsible for executing the event, exactly what actions/processes are involved, how the event will be documented, and the required outcome.

3.4 Training Plan (Deliverable 3)

The Contractor shall plan for and coordinate formal training with each vendor/equipment manufacturer for equipment that is installed under this contract and detail its approach in a Training Plan (Deliverable 3). The Contractor shall ensure that a training schedule is developed which allows for each vendor/equipment manufacturer to train designated user and maintenance staff. The training plan shall ensure the coordination of the proper training and credentialing of personnel who will be assigned the responsibility of operating and maintaining the equipment in the gaining units. Following Government approval of this plan, the Contractor shall develop a training program to specify training approaches, methods, schedules, tools, and curricula, and track the performance of all training related to the equipment moved or provisioned by the Contractor.

3.5 Quality Control Plan (Deliverable 4)

The Contractor shall prepare and adhere to a Quality Control Plan (QCP) (Deliverable 4), a draft of which shall be submitted with the contractor’s proposal. The Government will approve the Contractor’s plan, and the QCP shall be updated as necessary following award. The QCP shall document how the Contractor shall meet and comply with established quality standards. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor shall use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

3.6 Monthly Progress Report (Deliverable 5)

The Contractor shall prepare and deliver monthly progress reports for the Government.

For equipment, the Monthly Progress Report (Deliverable 5) shall outline problems encountered and any schedule deviations. Similarly, for all deliverables, the Monthly Progress Report shall outline problems encountered and any schedule deviations. In particular, the Contractor shall identify events and actions that require exceptional updates to any and all plans and shall submit an update of that plan together with the Monthly Progress Report.

For all services, the Monthly Progress Report shall measure the Contractor’s cost and schedule performance, and shall include the current cost and level of effort (e.g., hours worked).

3.7 Schedule of Deliverables

The schedule of deliverables that the Contractor shall adhere to throughout the life of this contract is shown in Table 1 below.

Table 1—Deliverables

DACA – Days After Contract Award
 MACA – Months After Contract Award

Item	PWS Ref	Title	Govt Approval	Dist	E	H	Initial	Subsequent
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Item	PWS Ref	Title	Govt Approval	Dist	E	H	Initial	Subsequent
Deliverable 1	3.2	Project Management Plan	Y	PM CO COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	90 DACA (Final) Every 6 MACA (Updates)
Deliverable 2	3.3	Test and Calibration Plan	Y	PM COR COTR KO	1 1 2 Letter	0 0 0 1	90 DACA	120 DACA (Final)
Deliverable 3	3.4	Training Plan	Y	PM COR COTR KO	1 1 2 Letter	0 0 0 1	30 DACA	90 DACA (Final) Every 6 MACA (Updates)
Deliverable 4	3.5	Quality Control Plan	Y	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With proposal	90 DACA (Final) Every 6 MACA (Updates)
Deliverable 5	3.6	Monthly Progress Report	Y	PM COR COTR KO	1 1 2 Letter	0 0 0 1	30 DACA	Monthly by the 8 th day of the following month (Updates)

4.0 OTHER TERMS, CONDITIONS, AND PROVISIONS

4.1 Contractor Personnel Performance/Replacement

For temporary and/or permanent replacement of Key Personnel (Project Manager and other positions designated by the Contractor as key), the Contractor shall provide a resume for each individual to the COR. Resumes shall be provided at least two weeks (or as mutually agreed upon) prior to making any personnel changes. Any replacement personnel shall have equal or better qualifications as the individual being replaced, the Government reserves the right to reject unqualified personnel. Also, Contractor personnel must submit necessary information to be granted access to Government systems prior to reporting for work under this contract.

4.2 Other Direct Costs (ODC)

Other Direct Costs are materials or services in direct support within the scope of a service and are not the primary purpose of the contract. Other Direct Costs, other than travel, may include General and Administrative charges (G&A) or Material and Handling charges (M&H).

Other Direct Costs shall be fully supported in compliance with all competition requirements of the FAR. All subcontractor costs shall be billed as ODC under a separate CLIN. The ODC charges received by the Contractor are subject to periodic Government conducted Defense Contract Audit Agency (DCAA) audits and to adjustment of the Final Contract Closeout Audit conducted by DCAA. All ODCs shall be fully supported and in compliance with all competition requirements of the FAR, specifically Part 31, "Contract Cost Principles and Procedures." Fee or profit is unallowable on any ODC, except subcontractor costs.

4.3 Contractor Verification System (CVS) for Contractor at Government Facilities

- a. Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- b. The Contractor shall comply with agency personal identity verification procedures in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.
- c. The Contractor shall ensure compliance with the provisions set forth below. For purposes of FAR Clause 52.204-9, the Government will designate a Trusted Agent (TA), and the Contractor shall designate a Facility Security Officer (FSO), for this contract. The Government reserves the right to amend or supplement these provisions pursuant to the Changes clause in the contract.

5.0 GOVERNMENT FURNISHED ITEMS AND EQUIPMENT

- Architectural and engineering design drawings
- Construction Master Schedule
- Comprehensive Interior Design Package
- Equipment Standardization Decisions

6.0 APPLICABLE REGULATIONS AND MANUALS: (Current Editions)

- American with Disabilities Act and Architectural Barriers Act Accessibility Guidelines
- ADA Standards for Accessible Design, Department of Justice, 28CFR Part 36
- ANSI C2 - 2007 - National Electrical Safety Code
- ANSI/TIA/EIA 606 - Admin Standard for Telecomm Infrastructure of Commercial Buildings
- AR 420-1 Chapter 25, Section 2 Army Energy Program, Fire and Emergency Services
- Army and Navy Installation Information Infrastructure Architecture (I3A)
- Army and Navy Networkiness Checklist
- Illuminating Engineering Society of North America (IESNA) Lighting Handbook
- MIL-HDBK-411B - Power and the Environment for Sensitive DOD Electronic Equipment
- MIL-HDBK-419/1A - Grounding, Bonding and Shielding for Electronic Equipment and Facilities, Volume 1 of 2, Theory
- MIL-HDBK-419/2A - Grounding, Bonding and Shielding for Electronic Equipment and Facilities, Volume 2 of 2, Applications
- MIL-HDBK-411B – Power and the Environment for Sensitive DOD Electronic Equipment
- NFPA 1 Fire Protection Code
- NFPA 10 Standard for Portable Fire Extinguishers
- NFPA 30 Flammable and Combustible Liquid Code
- NFPA 70 - National Electrical Code
- NFPA 72 - National Fire Alarm Code
- NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 99 - Standard for Health Care Facilities
- NFPA 101 - Life Safety Code
- UFC 4-510-01 Design: Medical Military Facilities

- UFC 4-021-01 Design and O&M: Mass Notification Systems
- Other applicable Regulations

7.0 Quality Assurance Surveillance Plan

1. **Purpose.** This Quality Assurance Surveillance Plan (QASP) has been developed to provide the standard of surveillance for monitoring the performance of the Initial Outfitting (IO) Acquisition for the Battlefield Health and Trauma Center (BHT) located with the US Army Institute of Surgical Research (USAISR) at Fort Sam Houston, TX. The Contracting Officer Representative will use this QASP to ensure the standards of the contract are being met.
2. **Performance Standards.** The QASP provides a systematic method to evaluate the service the Contractor is required to furnish. The COR will assess the Contractor's performance to ensure the Contractor is performing up to the specified standards. The performance standards for this contract are stated in the Performance Requirements Summary (PRS) included in this QASP. The standards are subjective for this requirement.
3. **Responsibilities.** The QASP is based on the premise that the Contractor and not the Government is responsible for the management and any Quality Control action required to meet the terms and conditions of the contract. The role of the government is quality assurance to ensure that contract standards are achieved. The government desires to maintain a quality standard for Initial Outfitting Services based on the Performance Work Statement. Due to the sensitivity and the nature of this contract, the government must monitor performance and ensure that services are rendered in an expedited manner with little room for failure.
4. **Acceptable Quality Levels (AQLs).** AQLs have been established in the PRS and provide performance standards that the Contractor will meet in performing the contract.
5. **Primary Method of Surveillance/Evaluation.** The COR will perform evaluation using one of the various methods outlined in the PRS table included in this QASP. The following methods may be incorporated into the PRS to monitor contract performance:

100% Inspection: Inspection requires complete inspection of a contract requirement and will be used for requirements that are especially critical or where there is some reason for suspecting that the performance standard or AQL is not being met (and therefore, should be more closely monitored). Evaluation schedules for 100 percent inspections will be prepared each month.

Periodic Inspection: Evaluation by periodic inspection is designed to inspect some part but not all of the products and service being monitored. For the potential tasks that have been identified so far and included in this QASP, the appropriate Technical Monitor typically performs the periodic inspection on a monthly basis

Random Sampling: Random sampling evaluation is a quality assurance method designed to evaluate some, but not all, of a specific contract requirement. For the potential tasks that have been identified so far and included in this QASP, the random monitoring shall be performed by the Project Officer or by the appropriate designated Technical Monitor.

Customer Feedback: Validated customer feedback is a quality assurance method based on customer and SP interaction. Customers continually receive the outputs of SP performance and are in a position to evaluate the SP on a recurring basis. Because customers have a clear stake in the quality of SP services, they are valuable resource for the QAEs.

6. **Corrective Action.** In the event the Contractor does not meet the established AQLs, the contracting officer has the right to exercise the negative incentives stated in this QASP. If any of the performance requirements do not meet the AQL set in the PRS table, the COR shall document the discrepancy(s) and shall notify the Contracting Officer promptly. The Contracting Officer will then take the appropriate action with the contractor to remedy the substandard performance. When the performance is below the AQL standard, the Government may implement increased surveillance and/or Contractor reporting, as well as, documentation in the Contractor's Performance Assessment Reporting System (CPARS).
7. **Notification.** The COR will notify the contracting officer, in writing, of unacceptable quality levels based on the requirements and standards defined in the Performance Work Statement. The contracting officer will promptly provide written notification of discrepancies on a monthly basis, or immediately if the situation significantly affects the well-being of the project. The Contractor will be given the opportunity to respond, in writing, to each discrepancy.

8. **Response.** The Contractor shall provide a written response to the cause and the corrective action to prevent recurrence within five (5) working days after receipt of Contracting Officer's notification. The Contractor should cite specific quality assurance program procedures or new procedures instituted to prevent recurrence.
9. **Ratings** The following criteria will be used for performance evaluations: Outstanding, Satisfactory, Marginal or Unsatisfactory. Upward or downward arrows may be used to indicate an improving or worsening trend insufficient to change to the assessment status.
 - a. **Outstanding.** Indicates performance clearly exceeds contractual requirements. The areas of evaluation may contain a few minor problems for which corrective action appears highly effective.
 - c. **Satisfactory.** Indicates performance clearly meets contractual requirements. The area of evaluation contains few minor problems for which the corrective actions appear satisfactory.
 - d. **Marginal.** Indicates performance meets contractual requirements. The area of evaluation contains one or more quality issues for which corrective actions have not yet been identified, appear only marginally effective, or have not been fully implemented.
 - e. **Unsatisfactory.** Indicates the contractor is in danger of not being able to satisfy contractual requirements and recovery is not likely in a timely manner. The area of evaluation contains one or more serious problems for which the corrective actions appear ineffective.
9. **Documentation.** Documentation used and referenced to perform surveillance will consist of monthly reports, contractor plans and procedures, schedules, customer feedback and contract data requirements.
 - a. **Recording Observations.** Record information on scheduled observations and deficiencies noted. The documents then become a formal record for reference. The contractor is to be told each time that a deficiency is found during scheduled observations. The COR makes a notation of the date and time the deficiency was discovered, then, the COR asks a contractor task leader to initial the notation, documenting notification of the deficiency only.
 - b. **Potential Unacceptable Performance.** The COR must identify the specific service that is unacceptable and the possible causes, and ask a number of questions which if answered, will probably pinpoint the source of the problem.
 - c. **Documenting Unacceptable Performance.** The Contracting Officer will attempt to resolve the problem with the contractor, IAW the contract. The original log and the attempted solution (along with an evaluation of results) are forwarded by the COR to the Contracting Officer for resolution.

Based on the severity of the discrepancy and the success of the solution, the COR will notify the contracting officer. The contractor shall complete a response to the unacceptable evaluation if requested by the contracting officer or by its own choice.

11. **Taking Action.**
 - a. The COR may evaluate the contractor's performance and document any non-compliance, but only the contracting officer may take action against the contractor for an unacceptable rating.
 - b. When the contractor's performance is unacceptable and a formal action is indicated, the COR will determine what action is appropriate for the specific circumstances and make a recommendation to the contracting officer.
12. **Documentation.** The COR retains a copy of all inspection schedules and surveillance activity logs during the course of the contract, and forwards them for inclusion in the contract file at the end of the surveillance period. However, when a specific service becomes unsatisfactory during a surveillance period, the inspection documentation supporting the contract discrepancy report is forwarded to the contracting officer.

13. Performance Requirements Summary (PRS).

Performance Requirement Phase 1: Planning Phase	Performance Standard	Acceptable Quality Level	Method of Surveillance
<u>Overall Contract Management</u>	Contractor maintains a high level of quality assurance, professionalism and responsiveness to USAISR. Contractor reliably contacts USAISR with any issues or problems as appropriate. Contractor remains within or below cost estimates; notifies USAISR of any budget issues, no cost overruns. Contract activities are effectively managed.	USAISR receives no more than 2 valid complaints per 12 month period. No invoice per 12 months requiring suspension or disallowance due to mistakes, incompleteness or unallowable costs. Contractor maintains acceptable level of customer services; responding within 3 business days to requests from USAISR of an administrative nature.	USAISR monitoring; deliverables; budget estimates; invoices and reports.
<u>Customer Service:</u>	Excellence, Timeliness, Responsiveness, Accessibility, Commitment	USAISR receives no more than 1 valid complaint per 12 month period.	Random Sampling
<u>Communication:</u> Coordinate with USAISR and other Organizational Logistics working groups.	Provide representation at the USAISR monthly telephonic In Progress Review and other meetings when requested.	Monthly	Monthly/Periodic Inspection
<u>Travel:</u> Initial site visit and as needed for pre-provision readiness.	Contractor visits Fort Sam Houston for an initial site visit within 30 days of task award. Site visit will consist of walk through to determine plan for pre-provision readiness.	Within 30 days after contract award.	Quarterly/Periodic Inspection
<u>Medical Maintenance Technician</u>	Medical maintenance certified and must provide proof of training	Within 30 days after contract award.	Monthly/100% Inspection
<u>Budget:</u>	Accurately process and monitor financial transactions. Assist USAISR with budget to meet Data Call requirement.	Must be accurate, clear, concise and thorough. Reconciliations are completed bi-weekly with 100% accuracy 95% of the time.	Monthly/100% Inspection
<u>QC/QA plan</u>	Contractor will submit a detailed QC/QA plan within 30 days of pre-provision visit.	Must be accurate, clear, concise and thorough. Initial provision strategy within 60 days after contract award.	Random Sampling
Performance Requirement Phase 2: Provisioning Phase	Performance Standard	Acceptable Quality Level	Method of Surveillance
<u>Conduct pre-provisioning/installation meetings; Verify pre-installation readiness and address potential issues.</u>	Within 90 days after contract award.	Quarterly	Periodic Inspection
<u>Coordinate the provisioning, warehousing, accountability, installation, safety testing, calibration, verification and certification of equipment. Train USAISR on equipment.</u>	Assist the PBO with hand receipts, coordinate installation schedule with USAISR PM and safely and accurately complete specified performance requirements.	IAW Government regulations and manufacturers requirements.	Random Sampling

8.0 ATTACHMENTS

ATTACHMENT 2 to Solicitation

Equipment to be Provisioned and Installed by the Contractor

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
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

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2009 TO 29-SEP-2010	N/A	US ARMY INSTITUTE OF SURGICAL RESEARCH 3400 RAWLEY E CHAMBERS AVE FORT SAM HOUSTON TX 78234-6315 FOB: Destination	W45MW3
0002	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3
0003	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3
0004	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3
0005	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3
1001	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3
1002	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3
1003	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3
1004	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3
1005	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45MW3

CLAUSES INCORPORATED BY REFERENCE

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

APR 1984
NOV 1991

Section G - Contract Administration Data

PCO AND COR INFORMATION**Procurement Contracting Officer (PCO)**

The PCO for this Contract is identified below:

Agency: United States Army Medical Research Acquisition Activity (USAMRAA)
MCMR-AAA-G
ATTN: Gilbert W. Hovermale, Contracting Officer
Address: 820 Chandler Street
Fort Detrick, MD 21702
Voice: 301-619-7360
Fax: 301-619-3424
Email: gilbert.hovermale@us.army.mil

Contracting Officer's Representative (COR)

The COR for this contract shall be appointed via a separate appointment letter upon contract award.

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)

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)

REPRESENTATIONS AND CERTIFICATIONS (MAR 1999) (USAMRAA)

The representations, certifications, and other statements submitted by the contractor, dated (**PROPOSAL DATE TO BE ENTERED AT TIME OF AWARD**), are incorporated herein by reference.

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006) To be completed at contract award.

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.

X 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: _____

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)

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

SECTION H

COORDINATION WITH OTHER CONTRACTORS

The Government has awarded other contracts for additional related work outside the Performance Work Statement of this contract. The Contractor and employees shall fully cooperate with such other Contractors and carefully schedule work under this contract to not conflict with such additional work as may be required by the COR. The Contractor will not commit or permit any acts that will interfere with the performance of work by any other Contractor. The COR will resolve all work schedule conflicts between this contract and the additional work contracts being performed by other Contractors. The COR will provide written notice to the Contractor to reschedule work when required.

CONTRACTOR USE OF GSA SCHEDULE CONTRACTS

The Contractor may procure supplies used in direct support of this contract from GSA Federal Supply Schedule Contractors under the terms, conditions, and prices set forth in the applicable GSA FSS contract and in accordance with FAR 51.1, Contractor Use of Government Supply Sources. The Contractor shall not use GSA schedule contracts to procure services in support of this contract.

CLAUSES INCORPORATED BY FULL TEXT

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

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that he will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.
- d. This clause shall have effect from 30 September 2009 to contract end date.

CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)

When contractor personnel perform the services required in this contract on a Government installation they are required to possess and wear an identification badge that displays his or her name and the name of the Company. The contractor shall ensure that contractor personnel identify themselves as contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

While performing in a contractor capacity, contractor personnel shall refrain from using their retired or reserve component military rank or title in all written or verbal communications.

TRAVEL (JULY 2007) (USAMRAA)

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

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

KEY PERSONNEL (MAR 1999) (USAMRAA)

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

Program Manager
Contractor Proposed/Government Approved

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

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

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

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

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

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
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
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
52.204-10	Reporting Subcontract Awards	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JAN 2006
52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions	JUN 1988
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
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
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	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
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001

52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
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
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.225-1	Buy American Act--Supplies	FEB 2009
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-1	Cost Accounting Standards Notices And Certification	OCT 2008
52.230-2	Cost Accounting Standards	OCT 2008
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997

52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-3	Capability to Perform a Contract for Relocation of a Federal Office	FEB 2006
52.247-5	Familiarization With Conditions	APR 1984
52.247-6	Financial Statement	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
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
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7003	Excessive Pass-Through Charges--Identification of Subcontract Effort	MAY 2008
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006

252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021	Trade Agreements	NOV 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

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

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

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.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days of contract expiration..

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 calendar days of contract expiration; 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 2 years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

To be determined at contract award based on the contractor's proposal. Attachment 3, Department of Labor Wage Determination is provided for reference.

(End of clause)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.com

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment 1	Past Performance Questionnaire	Dated June 4, 2009
	(Page 36)	
Attachment 2	List of Equipment to be Provisioned and Installed by Contractor	Dated May 9, 2009
	(Provided under Separate Cover)	
Attachment 3	Department of Labor Wage Determination	Dated June 4, 2009
	(Provided under Separate Cover)	

Attachment 1
June 4, 2009

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-0019, Initial Outfitting (IO) of the Battlefield Health and Trauma Center (BHT)**. 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@us.army.mil
2	26 – 40% of the time	Disagree	
3	41 – 55% of the time	Somewhat Disagree	
4	56 – 70% of the time	Somewhat Agree	
5	71 – 85% of the time	Agree	
6	86 – 100% of the time	Strongly Agree	
NA		No Knowledge of This Element	

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

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."

CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7042	Authorization to Perform	APR 2003
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

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

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

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

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

-----(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 that apply to this solicitation as indicated in paragraph (c) of this provision 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)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2009)

(a) Definitions. Commercially available off-the-shelf (COTS) item, 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) For end products other than COTS items, 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, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**PROPOSAL CONTENT AND INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

1. Introduction and Purpose - This section specifies the format and content that offerors shall use in this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity, completeness, and responsiveness are of the utmost importance. Proposals shall be in the form prescribed by, and shall contain a response to, each of the areas identified in Section L. Any proposal which does not provide, as a minimum, that which is required in this solicitation may be determined to be substantially incomplete and not warrant any further consideration.

2. Proposal submission requirements: Proposals shall be submitted consistent with the instructions below. In order to be considered for possible contract award, the Offeror shall submit one (1) original hard copy and one (1) electronic copy submitted on a CD in accordance with instructions below **NO LATER THAN 7 JULY 2009 BY 12:00 PM LOCAL TIME, FREDERICK, MD**. Proposals shall be submitted to the following address:

Director
U.S. Army Medical Research Acquisition Activity (USAMRAA)
Attn: MCMR-AAA-G/W81XWH-09-R-0019/(Kelly Sherman)
820 Chandler Street,
Fort Detrick, MD 21702-5014

The following volumes are required for proposal submission:

- a. Volume I – Company Cover Letter, executed RFP documents (acknowledgement of amendments, ORCA certifications, additional Section K certifications).
- b. Volume II - Technical Approach
- c. Volume III – Past Experience
- d. Volume IV – Staffing Plan and Key Personnel
- e. Volume V – Past Performance
- e. Volume VI - Small Business Participation Evaluation Plan
- g. Volume VII - Cost and Price

3. If any one proposal volume is received past the respective 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).

Questions concerning this solicitation must be submitted in writing via email no later than **18 JUNE 2009 BY 12 PM LOCAL TIME, FREDERICK, MD**. Questions must be sent via email to both kelly.sherman@amedd.army.mil and usamraa.rfiresponse@amedd.army.mil, Subject: W81XWH-09-R-0019. No telephonic questions will be accepted. Answers to questions will be addressed by amendment to the solicitation which will be posted on the USAMRAA website, www.usamraa.army.mil. In the event that multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the same issue, the Government reserves the right to answer a representative question that best exemplifies the issue.

File and Formatting Requirements

1. Format – The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents shall be created using the Table of Contents feature in MS Word.

2. The electronic portion of the proposal shall be submitted on virus-free CD-ROMs compatible with Microsoft Office 2003 applications. In addition, each CD-ROM must be made "final." "Final" is a recording option that renders the CD totally used so no other data tracks can be added. Do not use compressed file formats. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. A separate CD is required for each volume identified above. Documents such as previously printed materials, graphics or any other documents that cannot be submitted in electronic form are exempt, but if provided in hard copy, will be considered in the page count. A directory shall also be placed on the CD, if it contains more than one file.

3. The following restrictions apply:

Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Times New Roman font is required. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

Content for Evaluation Factors

1. **Volume II, Technical Approach.** The offeror shall submit a written technical proposal which effectively demonstrates the offeror's techniques, methods, and processes are likely to minimize risk and result in successful completion of the tasks in the PWS. The offeror's proposal shall demonstrate the offeror's ability to produce contract deliverables by examining the degree to which the offeror's explanation of the manner and methods to be used are likely to result in the desired outcomes. The offeror's proposal shall demonstrate the offeror's capability to perform all areas of the PWS, particularly the provisioning of medical research equipment, equipment installation, training, and project management. The offeror must submit a written draft Project Management Plan and a written draft Quality Control Plan. The plans must be integrated into the offeror's total Technical Approach, Volume II; they will not be evaluated as separate subfactors. The page limit for Volume II, Technical Approach is 60 pages.

2. **Volume III, Past Experience.** The offeror shall submit a written past experience proposal to demonstrate the offeror's knowledge and experience on similar efforts. Similar efforts are those that have the same size, scope, and complexity to the requirements contained in the solicitation. Specifically, the offeror shall demonstrate the respondent's experience in the provisioning of medical research equipment, equipment installation, training, and project management. The page limit for Volume III, Past Experience is 20 pages.

3. **Volume IV, Staffing Plan and Key Personnel.** The offeror shall submit a written staffing plan and key personnel proposal to show and discuss each offeror's labor mix, level of effort, and the qualifications of key personnel to determine each respondent's ability to perform the requirements in the PWS. The page limit for Volume IV, Staffing Plan and Key Personnel is 15 pages.

4. **Volume V, Past Performance.** Offerors should submit no more than 3 recent (within the past 5 years) past performance examples. Offerors should include a point of contact, current telephone number, and email address associated with each reference. The Army reserves the right to consider other past performance information at its disposal. If any offeror is truly a new entity and none of the company principals have performed relevant requirements, the offeror will be considered to have no past performance record. 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.

5. **Volume VI, Small Business Participation Evaluation Plan.** In accordance with DFARS 215.304, offerors shall describe the level of small business commitment that they are demonstrating for the proposed acquisition, and their prior level of commitment to utilizing small businesses in performance of prior contracts. The following shall evidence small business participation:

- a. A description to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b. A description to the extent of commitment to use such firms (enforceable and nonenforceable)

- c. Describe the complexity and variety of the work small firms are to perform.
- d. Support the realism of the proposal;
- e. Describe past performance in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business offerors, FAR 52.219-9, Small Business Subcontracting Plan;
- f. Discuss the extent of participation of such firms in terms of the value of the total acquisition;
- g. Discuss the extent to which detailed explanations/documentation supporting the proposed participation percentages, or lack thereof are provided. The Department of Defense (DOD) has established small business goals as an assistance to assure small business receives a fair proportion of DOD awards. The goals for this procurement are as follows: Small Business: 35% of the total contract value and inclusive of all other categories; Small Disadvantaged Business: 5% of the total contract value; Woman-Owned Small Business: 5% of the total contract value; Historically Underutilized Zone (HUBZone) Small Business: 2% of the total contract value; Historically Black College and Universities/Minority Institutions (HBCU/MI): 2% of the total contract value; Veteran Owned Small Business: 3% of the total contract value; Service Disabled Veteran Owned Small Business: 3% of the total contract value.

There is no page limit for Volume VI, Small Business Participation Evaluation Plan.

6. Volume VII, Cost and Price.

(1) Breakdown of cost data is required under this solicitation as set forth below. Certified Cost and Pricing Data will not be required if adequate competition exists. If the Government determines adequate competition was not obtained, the Government reserves the right to request certified cost and pricing data.

(2) A completed Section B shall be submitted.

(3) Basis of estimates in the completed Section B shall be supported by information for each cost element consistent with Offeror's cost accounting system. The supporting breakdown includes elements such as direct labor (labor categories, hours, rates), fringe benefit rates, indirect rates, Subcontractor costs and other direct costs (ODCs) such as materials, supplies, equipment, and property. For General ODCs (CLINs 0003 and 1003), the offeror shall propose a plug in figure of \$25,000 for each. For equipment ODCs (CLIN 0004), the offeror shall propose the plug in figure of \$1.3M, and may propose General and Administrative charges (G&A) or Material and Handling charges (M&H) for this CLIN. CLIN 1004 for equipment ODCs shall be not separately priced from the base CLIN 0004. For direct labor, the Offeror must address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from either or both. The proposal must also identify the Offeror's proposed fee and the methodology followed to reach the fee amount. The Offeror will provide Forward Pricing Rate Agreements (FPRAs) or other DCAA approvals that demonstrate the pre-approval of certain labor rates or indirect rates. Furthermore, the Offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal, which are not DCAA approved, the Offeror shall provide complete documentation and the rationale for their use at time of proposal submission. For any significant ODC purchases (exceeding \$3,000), the Offeror shall provide a Basis of Estimate (BOE) and submit any quotations, published price lists, or other sources of information used to develop the proposed Cost/Price amount.

(4) The Offeror should provide a narrative describing performance and other risks assessed, judgmental factors applied, and assumptions made in preparing the cost/price proposal. This requirement is also a part of the proposal and may be cross-referenced. The Offeror's proposal must describe an approach to mitigate risks throughout the performance of the contract. Any assumptions, exceptions, or objections employed to develop the Offeror's proposal must be identified.

There is no page limit for Volume VII, Cost and Price.

If any volume exceeds the stated page limits, the pages in excess of the volume page limit will not be evaluated.

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)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS

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. Past Experience is second in order of importance, followed by Staffing Plan and Key Personnel, Past Performance, and then Small Business Participation Evaluation Plan is fourth in order of importance. Cost and Price is the least important of all the factors. When considered together Technical Approach, Past Experience, Staffing Plan and Key Personnel, Past Performance, and Small Business Participation Evaluation Plan are significantly more important than Cost and Price.

1. **Technical Approach.** This Government will assess the degree to which the offeror's techniques, methods, and processes are likely to minimize risk and result in successful completion of the tasks in the PWS. The Government will assess the offeror's ability to produce contract deliverables by examining the degree to which the offeror's explanation of the manner and methods to be used are likely to result in the desired outcomes. The Government will assess the degree to which the offeror's technical proposal demonstrates the capability to perform all areas of the PWS, particularly the provisioning of medical research equipment, equipment installation, training, and project management. As part of Technical Approach, the offeror must submit a draft Project Management Plan and a draft Quality Control Plan. The plans must be integrated into the offeror's total Technical Approach; they will not be evaluated as separate subfactors.
2. **Past Experience.** This evaluation factor will assess the degree to which the offeror possesses knowledge and experience on similar efforts. Similar efforts are those that have the same size, scope, and complexity to the requirements contained in the solicitation. Specifically, the Government will assess the respondent's experience in the provisioning of medical research equipment, equipment installation, training, and project management.
3. **Staffing Plan and Key Personnel.** The Government will assess each offeror's labor mix, level of effort, and the qualifications of key personnel to determine each respondent's ability to perform the requirements in the PWS.
4. **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.

Offerors should submit no more than 3 recent (within the past 5 years) past performance examples. Offerors should include a point of contact, current telephone number, and email address associated with each reference. The Army reserves the right to consider other past performance information at its disposal. If any offeror is truly a new entity and none of the company principals have performed relevant requirements, the offeror will be considered to have no past performance record. 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.

5. Small Business Participation Evaluation Plan:

Offerors will be evaluated on the level of small business commitment that they are demonstrating for the proposed acquisition, and their prior level of commitment to utilizing small businesses in performance of prior contracts. The following shall evidence small business participation:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;

b. The extent of commitment to use such firms (enforceable commitments will be rated higher than non-enforceable commitments);

c. The complexity and variety of the work small firms are to perform.

d. The realism of the proposal;

e. Past performance of the offeror in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business offerors, FAR 52.219-9, Small Business Subcontracting Plan;

f. The extent of participation of such firms in terms of the value of the total acquisition;

g. The extent to which the offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. The Department of Defense (DOD) has established small business goals as an assistance to assure small business receives a fair proportion of DOD awards. The goals for this procurement are as follows: Small Business: 35% of the total contract value and inclusive of all other categories; Small Disadvantaged Business: 5% of the total contract value; Woman-Owned Small Business: 5% of the total contract value; Historically Underutilized Zone (HUBZone) Small Business: 2% of the total contract value; Historically Black College and Universities/Minority Institutions (HBCU/MI): 2% of the total contract value; Veteran Owned Small Business: 3% of the total contract value; Service Disabled Veteran Owned Small Business: 3% of the total contract value.

6. **Cost and Price.** The degree to which the offeror’s proposed rates represent a fair and reasonable price will be evaluated using the techniques in FAR 15.305(1), which provides that comparison of the proposed prices will usually satisfy the requirement for price analysis. Certified cost and pricing data are not required because adequate competition is expected in accordance with FAR 15.403-1(b)(1). Offerors shall provide other than certified cost or pricing data, such as a spreadsheet listing all labor categories, hourly rates, and extended labor costs for the cost CLIN along with approved or provisional Forward Pricing Rate Agreements and cognizant DCAA point of contact information. Offerors shall provide costs for the initial period of performance and the option year. The cost CLINs will be evaluated for both reasonableness and realism.

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993