

|   |  |   |   |  |                             |                         |              |
|---|--|---|---|--|-----------------------------|-------------------------|--------------|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)               |  | RATING                      | PAGE OF PAGES<br>1   90 |              |
| 2. CONTRACT NO.   |  | 3. SOLICITATION NO.<br>W81XWH-10-R-0036 | 4. TYPE OF SOLICITATION<br>[ ] SEALED BID (IFB)<br>[X] NEGOTIATED (RFP) | 5. DATE ISSUED<br>04 Aug 2010  | 6. REQUISITION/PURCHASE NO. |                         |              |
| 7. ISSUED BY<br>US ARMY MEDICAL RESEARCH ACQUISITION ACT<br>DIRECTOR<br>820 CHANDLER STREET<br>FORT DETRICK MD 21702-5014 |  |   | CODE<br>W81XWH  | 8. ADDRESS OFFER TO (If other than Item 7)<br>USAMED RESEARCH ACQ ACTIVITY<br>ATTN: NICOLA OHAEGBU<br>301-619-8799<br>NICOLA.OHAEGBU@US.ARMY.MIL<br>FORT DETRICK MD 21702-5014 |                             | CODE<br>W81XWH          | TEL:<br>FAX: |

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

### SOLICITATION

9. Sealed offers in original and 5 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 820 Chandler St Ft Detrick MD until 02:00 PM local time 20 Sep 2010  
(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<br>NICOLA OHAEGBU | B. TELEPHONE (Include area code) (NO COLLECT CALLS)<br>301-619-8799 | C. E-MAIL ADDRESS<br>nicola.ohaegbu@us.army.mil |
|---------------------------|---------------------------|---|---|

### 11. TABLE OF CONTENTS

| (X)                          | SEC. | DESCRIPTION                            | PAGE(S) | (X)   | SEC. | DESCRIPTION  | PAGE(S) |
|------------------------------|------|--|---------|---|------|--|---------|
| <b>PART I - THE SCHEDULE</b> |      |  |         | <b>PART II - CONTRACT CLAUSES</b>                                   |      |  |         |
| X                            | A    | SOLICITATION/ CONTRACT FORM            | 1       | X   | I    | CONTRACT CLAUSES   | 41 - 51 |
| X                            | B    | SUPPLIES OR SERVICES AND PRICES/ COSTS | 2 - 7   | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b> |      |  |         |
| X                            | C    | DESCRIPTION/ SPECS./ WORK STATEMENT    | 8 - 30  | X   | J    | LIST OF ATTACHMENTS  | 52      |
|                              | D    | PACKAGING AND MARKING                  |         | <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>                   |      |  |         |
| X                            | E    | INSPECTION AND ACCEPTANCE              | 31 - 32 | X   | K    | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 53 - 65 |
| X                            | F    | DELIVERIES OR PERFORMANCE              | 33 - 35 | X   | L    | INSTRS., CONDS., AND NOTICES TO OFFERORS                         | 66 - 73 |
| X                            | G    | CONTRACT ADMINISTRATION DATA           | 36 - 38 | X   | M    | EVALUATION FACTORS FOR AWARD                                     | 74 - 90 |
| X                            | H    | SPECIAL CONTRACT REQUIREMENTS          | 39 - 40 |   |      |  |         |

### 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<br>(See Section I, Clause No. 52.232-8)   |  |               |      |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(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) |
|----------------------------------|------|----------|---|

|                                       |  |               |                |
|---------------------------------------|--|---------------|----------------|
| 15B. TELEPHONE NO (Include area code) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> | 17. SIGNATURE | 18. OFFER DATE |
|---------------------------------------|--|---------------|----------------|

### 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:<br><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)<br>TEL: EMAIL:  |            | 27. UNITED STATES OF AMERICA<br>(Signature of Contracting Officer) | 28. AWARD DATE |

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

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT             | UNIT PRICE           | AMOUNT |
|---------|--|----------|------------------|----------------------|--------|
| 0001    | Base Year  |          | Dollars,<br>U.S. |                      |        |
|         | CPFF   |          |                  |                      |        |
|         | Scientific and Technical Support services for Support for Military Medical Research for the Soldiers at the Walter Reed Army Institute of Research, Silver Spring, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. |          |                  |                      |        |
|         |  |          |                  | ESTIMATED COST       |        |
|         |  |          |                  | FIXED FEE            |        |
|         |  |          |                  | TOTAL EST COST + FEE |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    | Base Year - CMR   | 200      | Each |            |        |
|         | FFP   |          |      |            |        |
|         | Contractor Manpower Report. Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). 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. See the "Contractor Manpower Reporting" (CMR) paragraph in Section C of this requirement for specific reporting information. The Unit Identification Codes for WRAIR UIC is W03KAA; DODAAC is W74MYF. |          |      |            |        |
|         | *NOTE 1: CMR Reporting Certification: Contractor shall provide evidence of compliance with the CMR requirement no later than 30 November of each year. Failure to provide proof of compliance may result in a negative rating on your annual past performance report.*  |          |      |            |        |
|         |   |          |      | NET AMT    |        |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

|      |  |  |                  |  |  |
|------|--|--|------------------|--|--|
| 1001 | OPTION   |  | Dollars,<br>U.S. |  |  |
|      | Option Year 1  |  |                  |  |  |
|      | CPFF   |  |                  |  |  |
|      | Scientific and Technical Support services for Support for Military Medical Research for the Soldiers at the Walter Reed Army Institute of Research, Silver Spring, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. |  |                  |  |  |

|  |  |  |                      |  |       |
|--|--|--|----------------------|--|-------|
|  |  |  | ESTIMATED COST       |  |       |
|  |  |  | FIXED FEE            |  |       |
|  |  |  | TOTAL EST COST + FEE |  | <hr/> |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

|                |   |     |      |  |  |
|----------------|---|-----|------|--|--|
| 1002<br>OPTION | Option Year 1 - CMR<br>FFP<br>Contractor Manpower Report. Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). 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. See the "Contractor Manpower Reporting" (CMR) paragraph in Section C of this requirement for specific reporting information. The Unit Identification Codes for WRAIR UIC is W03KAA; DODAAC is W74MYF. | 200 | Each |  |  |
|----------------|---|-----|------|--|--|

\*NOTE 1: CMR Reporting Certification: Contractor shall provide evidence of compliance with the CMR requirement no later than 30 November of each year. Failure to provide proof of compliance may result in a negative rating on your annual past performance report.\*

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

|                |   |  |                  |  |  |
|----------------|---|--|------------------|--|--|
| 2001<br>OPTION | Option Year 2<br>CPFF<br>Scientific and Technical Support services for Support for Military Medical Research for the Soldiers at the Walter Reed Army Institute of Research, Silver Spring, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. |  | Dollars,<br>U.S. |  |  |
|----------------|---|--|------------------|--|--|

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

---

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

|                |   |     |      |  |  |
|----------------|---|-----|------|--|--|
| 2002<br>OPTION | Option Year 2 - CMR<br>FFP<br>Contractor Manpower Report. Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). 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. See the "Contractor Manpower Reporting" (CMR) paragraph in Section C of this requirement for specific reporting information. The Unit Identification Codes for WRAIR UIC is W03KAA; DODAAC is W74MYF. | 200 | Each |  |  |
|----------------|---|-----|------|--|--|

\*NOTE 1: CMR Reporting Certification: Contractor shall provide evidence of compliance with the CMR requirement no later than 30 November of each year. Failure to provide proof of compliance may result in a negative rating on your annual past performance report.\*

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

|                |   |  |                  |  |  |
|----------------|---|--|------------------|--|--|
| 3001<br>OPTION | Option Year 3<br>CPFF<br>Scientific and Technical Support services for Support for Military Medical Research for the Soldiers at the Walter Reed Army Institute of Research, Silver Spring, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. |  | Dollars,<br>U.S. |  |  |
|----------------|---|--|------------------|--|--|

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 3002    |   | 200      | Each |            |        |
| OPTION  | Option Year 3 - CMR<br>FFP  |          |      |            |        |
|         | Contractor Manpower Report. Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). 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. See the "Contractor Manpower Reporting" (CMR) paragraph in Section C of this requirement for specific reporting information. The Unit Identification Codes for WRAIR UIC is W03KAA; DODAAC is W74MYF. |          |      |            |        |

\*NOTE 1: CMR Reporting Certification: Contractor shall provide evidence of compliance with the CMR requirement no later than 30 November of each year. Failure to provide proof of compliance may result in a negative rating on your annual past performance report.\*

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT             | UNIT PRICE | AMOUNT |
|---------|--|----------|------------------|------------|--------|
| 4001    |  |          | Dollars,<br>U.S. |            |        |
| OPTION  | Option Year 4<br>CPFF  |          |                  |            |        |
|         | Scientific and Technical Support services for Support for Military Medical Research for the Soldiers at the Walter Reed Army Institute of Research, Silver Spring, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. |          |                  |            |        |

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 4002    |                   | 200      | Each |            |        |

OPTION      Option Year 4 - CMR  
FFP  
Contractor Manpower Report. Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). 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. See the "Contractor Manpower Reporting" (CMR) paragraph in Section C of this requirement for specific reporting information. The Unit Identification Codes for WRAIR UIC is W03KAA; DODAAC is W74MYF.

\*NOTE 1: CMR Reporting Certification: Contractor shall provide evidence of compliance with the CMR requirement no later than 30 November of each year. Failure to provide proof of compliance may result in a negative rating on your annual past performance report.\*

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## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENTAcronyms:

ABC–Acinetobacter baumannii -calcoaceticus  
 AFRIMS – Armed Forces Research Institute of Medical Sciences  
 CLIN – Contract Line Item Number  
 CONUS – Continental United States  
 CDR – Contracting Discrepancy Report  
 COR – Contracting Officer’s Representative  
 COR/QAE – Contracting Officer’s Representative and or/Quality Assurance Evaluator  
 CPFF – Cost-Plus-Fixed-Fee  
 CWA – Chemical Warfare Agent  
 DOD – Department of Defense  
 HIV – Human immunodeficiency virus  
 HQ – Headquarters  
 IPA – Intergovernmental Personnel Act  
 IPA – Intergovernmental Personnel Act  
 ID/IQ – Indefinite Delivery/Indefinite Quantity  
 IT – Information Technology  
 KO – Contracting Officer  
 MDR – Multi-Drug Resistant  
 OEF – Operation Enduring Freedom  
 OIF – Operation Iraqi Freedom  
 OCONUS – Outside the Continental United States  
 PBA – Performance Based Acquisition  
 PBI – Penetrating Brain Injury  
 PRST – Performance Requirements Summary Table  
 PTSD – Post Traumatic Stress Disorder  
 PWS – Performance Work Statement  
 QA – Quality Assurance  
 QASP – Quality Assurance Surveillance Plan  
 QCP – Contractor’s Quality Control Plan  
 RFP – Request For Proposal  
 SMMRS – Support for Military Medical Research for the Soldier  
 SMS – Sleep Management System  
 TBI – Traumatic Brain Injury  
 US – United States  
 USG – United States Government  
 WRAIR – Walter Reed Army Institute of Research

**1.0 Introduction**

The objectives and specific tasks described in this Performance Work Statement (PWS) will seek to improve both national and international efforts to develop drugs, vaccines and associated products to address diseases of strategic interest to the United States (US) Military and to develop products to enhance Warfighter resilience and reduce and mitigate the impact of brain injury and combat stress. The activities under this PWS will enhance the ability of the Walter Reed Army Institute of Research (WRAIR) to assess risk, prevalence, and incidence of disease, and to develop and test novel approaches to the provision of interventions to treat and prevent disease and to mitigate the impact of combat injury and stress on the soldier. This goal is of strategic interest to the US because a healthy and stable active duty force is essential to the success of US Military operations worldwide. In addition, care and prevention efforts for disease in areas of the world deemed of strategic importance to US security will be enhanced

by efforts to eradicate disease. Thus minimizing risk to the soldier and stabilizing societies and Governments of strategic interest to the US enhancement of tools to address Warfighter resilience and to protect the combat soldier from the lingering impact of psychological stress and of brain injury, strengthens the deployed force and supports the transition of the Warrior on his return.

Contract support to carry out the Objectives and Specific Tasks outlined in this PWS is required to implement research programs and activities to execute the mission of the WRAIR to develop interventions to prevent and treat infectious diseases and to develop tools and interventions for military psychiatry and neuroscience. In the broadest sense the contract partner will provide the following support to both Continental United States (CONUS) and Outside the Continental United States (OCONUS) operations:

Administrative, communications, Information Technology (IT) and financial reporting support to include the capability to conduct business effectively and efficiently at OCONUS locations and to leverage dollars from the widest range of Government, Non-Governmental Organizations (NGO) and private sources.

Operational, acquisition and logistics support required to carry out Institute objectives.

Technical, clinical trial and scientific research support.

Government liaison support to include the possible participation in the Intergovernmental Personnel Act (IPA) program.

Facility and security support to include rental and stand-up of facilities and/or specialized core competencies (can not be used to house Government employees in CONUS).

Training and instructional support.

Support of forums, meetings and workshops for the exchange of scientific findings.

Marketing and public relations projects to foster the reputation of the Institute.

Recruitment of highly qualified subject matter professionals to include foreign nationals from a deep and diverse recruitment pool.

## **Discussion**

This PWS and associated request for services represents the enhancement of support to the United States Army Medical Research and Materiel Command (USAMRMC) and its subordinate laboratory, the WRAIR at both its CONUS and OCONUS units, for the broadest support of efforts to develop diagnostics, drugs, and vaccines for diseases of strategic military importance and interventions and novel approaches to the maintenance of Warfighter resilience and the mitigation of combat stress and brain injury.

## **2.0 Background**

The mission of the WRAIR is to conduct basic and applied research to support Department of Defense (DOD) initiatives to diagnose, treat, and ultimately to prevent infectious disease in military personnel and for sustenance of Warfighter resilience and protection from and mitigation of combat stress and brain injury. The major efforts to accomplish this mission are the development of effective preventive vaccines and effective drugs that will protect and treat uniformed service members and beneficiaries from infectious disease wherever they are deployed in the world and the development of interventions and products to support Warfighter resilience and mitigate the impact of combat stress and brain injury. The program also seeks to identify and characterize the global threat of infectious disease and to optimize treatments to delay or prevent disease progression and to

assess and mitigate the effects of psychological stress and brain injury.

US Armed Forces must be prepared to deploy globally, and potentially on short notice, and may be called on to operate in areas of the world where the prevalence of infectious disease presents a severe and focal risk to US personnel. The prevalence of infectious disease is rapidly increasing in areas of the world that are of political and strategic importance to the US. Thus, soldiers and other US personnel abroad are at increased risk of infection compared to their risk when in the US. Soldiers on lengthy and repeated deployments to combat theater require state of the art approaches to address the impact of combat stress and neurologic brain injury.

Current national military strategy specifies a worldwide force projection capability that requires detection, identification, and vaccination in order to protect US forces against potential infectious disease threats. Currently, there is no vaccine or drug feasibly available to prevent infection and disease caused by malaria, Dengue, Leishmaniasis, Human immunodeficiency virus (HIV), Shigella, Enterotoxigenic escherichia coli (ETEC), Group B Neustria meningitides, Campylobacter, and other diseases of interest to the US Military. Drugs are often not available to prevent infection after immediate exposure and many drugs have significant side effects and/or are not economical even on a large scale. The threat of the development of drug resistance requires a long term investment in the development of new drugs and treatments. Furthermore, in regions of the world infectious disease has caused significant morbidity and mortality in the local population. The development of drugs and vaccines will promote social, economic, and political stability, thereby deterring conflict and the need for US intervention.

Studies of soldiers on repeated, lengthened tours of duty in Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF) in Afghanistan indicate an urgent requirement to address the effects of combat stress and of blast and penetrating brain injury. These are critical issues to the sustainment of readiness and effectiveness of the active duty force and of the social and behavioral challenges of soldiers returning from combat.

In consideration of these issues, the Institute has articulated several mission goals: 1) Prevention of infection, primarily through vaccine discovery. 2) Prevention or delay of disease progression, primarily through optimization of treatment and management strategies. 3) Development of sensitive and specific diagnostic platforms for the detection of disease. 4) The development of behavioral and training interventions to detect and reduce combat stress. 5) Development of products to enhance Warfighter performance. 6) Development of products to mitigate blast and penetrating brain injury (PBI).

### **3.0 Scope**

This proposal funds comprehensive elements of operations needed to support the Institute's research activities at both CONUS and OCONUS locations. The services and infrastructure required by the Institute will include effective administrative and professional staffing, equipment, facilities, information systems, established programs, financial management, and operational practices. This infrastructure will be adapted as required to manage the proposed research programs. The WRAIR is managed on a day-to-day basis by the close collaboration of the Commander of the WRAIR and his Research Coordinators and Division Directors. The mission of the WRAIR is executed by a staff of senior United States Government (USG) scientists, physicians, and managers, complimented by contractor scientific, medical, regulatory, information technology, and facility support staff.

The WRAIR envisions USAMRAA awarding a Cost Plus Fixed Fee (CPFF) Indefinite Delivery/Indefinite Quantity (ID/IQ) contract to meet this requirement. The WRAIR plans to provide a PWS to describe the work. The performances of specific services will be authorized by task orders issued under the contract.

The contractor will provide the Institute with a research support program that will be highly integrated with USG and Active Duty staff in leadership positions supporting research efforts that comprise the research portfolio of the Institute. The scope and location of research undertaken by Institute will extend across the globe and range from basic science laboratory research to phase III clinical trials. Contract staff will work primarily at the Forest Glen

location in Silver Spring, Maryland and at its current OCONUS sites in Africa and Thailand. The OCONUS sites of the Institute are expanding to support its mission and it is likely contract staff will work in new sites over the course of the contract.

Government staff will coordinate contract staff in the execution of all efforts on this contract. Operations at both CONUS and OCONUS sites will involve direction from Government staff. In many cases the nature of the work required of the Government will warrant an IPA contract if possible to be supported by the contractor's staffing. The activities supported by this contract are broad in scope: ranging from basic administrative support to de novo senior scientific staffing and provision and operation of sophisticated instrumentation and execution of clinical trials. The amount of dollars executed by the contract will differ each year of the contract and by each task on the contract. Hence it is imperative that the contractor have maximum flexibility in being able to respond to these changes in funding levels. Funding levels for both CONUS and OCONUS operations are likely to change on very short notice and involve increases in scope as well as decreases. The Government would expect the contractor to respond to such changes within a 60-day window for CONUS operations and in a 90-day window for OCONUS operations.

The specific task areas that follow in Section 5.0 articulate the background of the mission to be supported by the contractor. It is the intent of this contract to provide a flexible extension of support for these tasks as directed by the WRAIR personnel and not to duplicate or establish a separate entity to address them. Integration of support by the contractor with the WRAIR workforce at both CONUS and OCONUS locations is essential for the success of the contract.

The contractor, as an independent contractor and not as an agent of the U.S. Government, commencing on the effective date of this contract and continuing until completion thereof, shall provide WRAIR with support services to conduct basic and federally regulated research required to discover and develop new medical products for the Warfighter. The Contractor, as an independent contractor and not as an agent of the U.S. Government, commencing on the effective date of the contract and continuing until completion thereof, shall furnish the necessary personnel, materials and equipment when required, for the completion and delivery of the Task Orders performance of the work.

Performance requirements under this contract shall flow through the issuance of Task Orders individually negotiated and issued pursuant to the contract by the Contracting Officer (KO). The work statement for each required outcome will be detailed in each Task Order. More than one Task Order can be issued at any one time with overlapping periods of performance. Funding of the contract will be made incrementally as new tasks are awarded.

#### **4.0 Applicable Directives**

When required, services provided under this contract must be conducted in accordance with all federal, DOD, and command laws, regulations, policies, and procedures that govern the conduct of regulated research. Federal regulations governing cGCP are found in 21 CFR 11, 50, 54, 56, 312, and 314 and important guidelines are in the FDA Information Sheets. Additional regulations for human subjects' protection are found in 45 CFR 46. Those governing cGLP are found in 21 CFR 11 and 58. The International Convention on Harmonization Guidelines for Good Clinical Practice is the standard governing the conduct of research trials. References for military regulations and policies governing regulated research may be found at <https://mrmc.amedd.army.mil/rodorphrpo.asp>.

#### **5.0 Performance Requirements**

The Contractor shall furnish the necessary personnel, equipment, supplies and support, and otherwise do all the things necessary for, or incident to, the performance of the work outlined below at a standard enabling the Division to perform research at a level of quality to comply with human subjects protection regulations and support successful product development submissions to federal regulatory agencies.

## 5.1 Major Task Area: Technical Support Requirements

### 5.1.1 Task 1 Integral Program Support and Administration

#### Background

The WRAIR is a large, scientifically and geographically diverse research community that requires substantial management capability and operational expertise. The WRAIR Headquarters (HQ), consisting of the Commander and Deputy Commander, is the principal body for managing the Institute's research operations. Centralizing the operational and administrative infrastructure maximizes efficiency, ensures the consistent use of best practices, provides maximum access to secure necessary resources and harnesses the efficacy of cross-functional staff. The efforts of the WRAIR will leverage facilities at 503 Robert Grant Avenue, Silver Spring, MD, as well as at the Armed Forces Research Institute of Medical Sciences (AFRIMS), United States Army Medical Research Unit – Kenya (USAMRU-K), and United States Army Medical Research Unit – Europe (USAMRU-E), Tanzania, Uganda, and other developing OCONUS locations. The nexus of leadership and management responsibility resides with the Commander of the WRAIR. Management of the WRAIR involves the support of requirements that include the following: provision of professional administrative support staff, integration of globally capable IT hardware and software applications, effective communications platforms, fiscal planning and oversight, purchasing of goods through procurement and contract instruments, coordination and support of travel and invitational travel orders, configuration of office infrastructure, coordination of training programs, dissemination of reports and presentations, the hosting of visiting scientists and colleagues worldwide, and the sponsorship of scientific forums to foster collaborative relationships that highlight and enhance the capabilities of the Institute.

Task Elements to be supported by the contractor:

1. Provision of professional administrative support personnel to the Commander of the WRAIR to assist in the efficient management of the WRAIR to include possible participation in the IPA program.
2. Provision of support for the production of presentations, briefings, reports, as well as, printed, visual and electronic media for the dissemination of findings and accomplishments.
3. Provision of state-of-the-art IT and communications support, to include software and hardware applications with global capabilities and highly specialized personnel to support such systems.
4. Provision of professional forums for training/fellowship programs, scientific dialog and collaborative discussions, to include professional and technical workshops, seminar series, on and off site meetings, and the hosting of visiting scientists.
5. Provision of timely and efficient procurement processes for the purchase of goods and services.
6. Coordination and support of invitational travel arrangements for non-government persons.
7. Provision of support for marketing and public relations efforts as part of an integrated Scientific Business Operations Office located in the WRAIR HQ.

## 5.1.2 Task 2: Infectious Disease Research Programs

### Drug Discovery Programs

#### Background

The solution for the current military product development paradigm is to sustain a necessary critical mass of investigators, collaborators, and clinical centers that are focused and committed to discovering and developing new drugs for soldiers. Science and Technology Objectives and Task Areas have been developed to specifically address malaria & leishmaniasis drug development. We anticipate broader needs in the timeframe of this agreement to include drugs, biologics and diagnostics for other indications important for the military and US government priorities. The intent is to provide the technological and managerial foundation to link stable funding priorities to essential objectives which are essential for development of next generation of needed drugs. This plan logically extends the goals and objectives of the Army to provide the blue print required to focus and coordinate Army research on those technologies needed to address these critical military medical requirements. Discovery of new drugs to counter-act drug resistant malaria is regarded as one of the most critical military medical requirements and is currently receiving high visibility within the Military Infectious Disease Program. Over the past several years we have placed special emphasis on effective project management and definition of "critical path" studies. We adhere to recognized standards of project management and resource allocation, but we focus on basic and applied research for a better understanding of the modes of action and mechanisms of resistance to existing and developing drugs. Using structure-based drug discovery, insight from the malaria genome, molecular modeling, and lead-directed optimization, the design and synthesis of new drugs will result in the discovery of safe and effective drugs that circumvent the malaria parasite's elusive mechanisms of drug resistance. Multiple drug resistance in *P. falciparum* malaria continues to pose special problems for targeting the blood stages of malaria. Product discovery teams for malaria prophylaxis place emphasis on discovering drugs with true causal prophylactic or radical curative properties, stopping malaria before blood stages emerge and cause clinical disease. A senior scientist and/or clinician with significant drug development experience are needed to coordinate each Task Area. Funding to support the advanced discovery and clinical trials of our candidate drugs comes from our co-development partners and the United States Army Medical Material Development Activity located at Ft. Detrick.

Tasks Elements to be supported by the contractor

1. Identification and validation of new drug targets, drug classes, and compounds with properties that are predictive of good efficacy and safety in humans.
2. Identification and optimization of acceptable lead compounds with potent antimalarial activity and demonstrated safety in preclinical studies.
3. Execution of preclinical testing in preparation of submission of Investigational New Drug (IND) for new drugs coming from optimization studies, perform clinical testing of new drug candidates and evaluate safety and tolerability of approved drugs.

## 5.1.3 Task 3: Wound Infection Research

#### Background

During OIF and OEF over 30,000 United States military personnel have been wounded in action, of which 14,564 were medically evacuated and did not return to duty within 72 hours of their injury [www.defenselink.mil/news/casualty.pdf](http://www.defenselink.mil/news/casualty.pdf); Forward surgical assets, rapid evacuation to medical care, and body armor have resulted in greater number of casualties surviving their initial injury. Soon after the combat operations started in Iraq, the American military recognized a large number of casualties returning with soft tissue infections of traumatic wounds. Historically, the pathogens that have colonized and infected traumatic war wounds have become

multi-drug resistant (MDR) and are more frequently isolated during the patient's extended care and convalescence. At military tertiary care facilities in the US, the most frequently isolated bacteria from traumatic war wounds is *Acinetobacter baumannii -calcoaceticus* (ABC) complex. The majority of these isolates have been MDR. In one study, 89% of the isolates were resistant to  $\geq 3$  classes of antibiotics, while 65% of the isolates had  $\geq 8$  resistance determinants representing a broader range of resistance than typically found in U.S. hospitals. Additionally, greater than 60% of the isolates were epidemiologically related to pan-European strains collected from over 25 countries. The majority of these ABC isolates were the result of blood-stream infections and more than two-thirds of the patients infected were critically ill, on mechanical ventilation, and had central venous catheters. Despite the challenge of treating patients infected with MDR ABC, the mortality rate in the previously healthy host remains low. There have been no deaths directly attributable to ABC in personnel returning from Southwest Asia. Outbreak investigation and molecular epidemiology suggests that for the majority of patients, the organism was acquired during the course of treatment in both deployed and tertiary care medical facilities. The highly clonal nature of the outbreak supports a common source of infection. The presence of clones in the deployed hospitals matching those found in outbreak patients, including those with no exposure to OIF, strongly suggests that this outbreak was propagated in the military healthcare system. The mission of the Wound Infection program is to establish a DOD-wide network of scientists, clinicians, and healthcare planners to: study the pathophysiology and clinical management of bacterial and fungal infections and develop products and processes that aid clinicians in managing infections and resource, research and apply in vitro and in vivo models to characterize the infection using laboratory analysis, therapeutic intervention, and outcome based clinical investigations. Specific fields of research to include genotypic and phenotypic characterization, antimicrobial resistance, molecular epidemiology and surveillance, biofilm, wound healing and immune modulation, surgical intervention, and chronic care management.

Task Elements to be supported by the contractor

1. Characterization of cause and effect relationships between gram negative bacterial infections and MDR infections.
2. Characterization of the molecular epidemiology Methicillin-Resistant *Staphylococcus aureus* or Vancomycin-Resistant *Enterococcus* infections and their impact on patient outcome.
3. Development of techniques to determine quantitative measures of wound infection.
4. Characterization of MDR bacteria in terms of:
  - Phenotype
  - Genotype:
    - Virulence factors
    - Resistance related genetic elements
5. Conduct pharmacological investigations using in vitro and in vivo protocols and models for:
  - Existing and novel antimicrobials
  - New antimicrobials
6. Maintenance of a Tri Service Joint Bacteria Registry with the following characteristics:

Standardized approach to primary sample collection, the characterization of bacterial strains, the electronic collation of epidemiologic and clinical data and the appropriate archival storage of specimens and data to support studies to improve care.

Collection of surveillance data will be used to characterize epidemiologic patterns of infection, to pinpoint outbreaks of infection and to continually monitor the efficacy of infection control measures.

#### 5.1.4 Task 4: Vaccine Discovery Programs

##### Background

The WRAIR has several extant efforts in the discovery of vaccines for infectious diseases of strategic military importance. The primary areas of focus are currently on vaccines to prevent parasitic disease such as malaria, viral diseases such as Dengue, HIV Disease, adenovirus, and influenza and bacterial diseases such as Shigella. The Institute maintains expertise in the broadest approaches to vaccine discovery in order to be rapidly responsive to the development of new requirements for vaccine discovery. The WRAIR investigators and subject matter experts provide technical advice and training to laboratories, healthcare providers, and other agencies engaged in active collaborations with DVD in support of DOD research and development objectives. DOD's activities and programs have a global scope and rely on multidisciplinary and multiagency national and international collaborations.

The Institute conducts laboratory and field investigations of the etiology, epidemiology, disease manifestations and pathogenesis of viral diseases of military importance and evaluates viral diagnostics, develops and evaluates preventive strategies and methods, particularly vaccines, including conducting laboratory, animal and human volunteer studies. When effective preventive strategies are not available, the Institute evaluates therapeutic interventions to reduce disease severity.

The Institute's vaccine programs leverage the basic research areas of genomics, antigen discovery, and immunology and through pre-clinical research and development to apply the findings from the more fundamental areas to the discovery and testing of vaccines in animal models, and to identify, develop, and evaluate new vaccine technologies in animal models; transitions to the appropriate product development process such as good manufacturing practices, safety and toxicity in animals, immunogenicity, regulatory required for US Food and Drug Administration approval of IND applications; and finally, to the conduct of clinical trials to evaluate the safety, immunogenicity and efficacy of candidate vaccines in human volunteers in the US and at United States Naval Medical Research Center's overseas laboratories.

The research carried out in these areas collectively addresses specific objectives inherent to rational vaccine design and which represent the specific objectives of the current proposal:

##### Task Elements to be supported by the contractor

1. Identification of pathogen determinants of virulence/disease severity and antigenic and phylogenetic relatedness of target pathogens.
2. Investigation of host factors in disease pathogenesis and immunologic protection using classical immunologic technologies that support product licensure and emerging/novel population genomic and systems biology strategies.
3. Discovery, testing, optimization and validation assays for the detection and identification of pathogens of military interest.
4. Discovery and testing of methods for the collection and transport of samples in field environments to support global epidemiologic studies.
5. Execution of epidemiologic studies, including outbreak investigations, to characterize disease risks, burden, transmission dynamics, and global movement dynamics of target viruses and identify and develop future clinical trial sites.
6. Execution of animal and human clinical trials (all phases) of candidate products in a manner compliant with regulatory requirements at both CONUS and OCONUS sites.

7. Maintenance of a certified laboratory for the testing and reporting of diagnostic assays on human specimens.
8. Establishment of the capability to identify new agents of disease from clinical and environmental specimens using an array of novel and classical technologies.
9. Discovery and assessment of antiviral and antibacterial agents and immunotherapeutic measures to prevent or treat infection/disease.
10. Execution of host nation, partner laboratory assessments and training activities as needed to support global collaborations, build capacity, and achieve objectives.
11. Identification of antigenic targets of protective immunity.
12. Characterization of host response to pathogens.
13. Discovery of vaccine delivery systems capable of inducing the required immune responses against the identified targets such as recombinant protein, adenoviral vectors, and Deoxyribonucleic acid vaccines (molecular vaccines).
14. Good manufacturing practices and clinical testing of candidate vaccines both in the US and at overseas laboratories.

#### **5.1.5 Task 5: Core Competency Programs**

##### **Background**

The WRAIR is an established leader in the development of vaccines and treatments against pathogens of US Military importance. With a diverse portfolio of research, the Institute is well positioned for a continuing and significant contribution to military readiness and to global health. It will be crucial to acquire and maintain the most powerful new tools in the pursuit of this mission to meet the escalating challenges of sustained worldwide deployments of US forces. In the 21<sup>st</sup> century, the advance of molecular technologies has continued and accelerated, touching, and often revolutionizing, virtually every field of biomedical research. The WRAIR will need to avail itself of the latest advances in imaging techniques, targeted drug design, information management, flow cytometry, systems biology and other technologies in pursuit of its mission. As the Institute's investigators pursue efforts in drug, vaccine, diagnostics, surveillance and the mitigation of combat stress and brain injury, the requirement to stand up core competencies to address these efforts will be a continuing and ever evolving requirement. While the Institute has existing efforts in many high tech areas, these technologies are scattered throughout the Institute and not co-located to afford maximum access and efficiency of use.

##### **Task Elements to be supported by the contractor**

1. Establishment (staffing, equipping and operational support) of core competencies as directed by the WRAIR investigators in areas such as but not limited to:
  - a. Multi-color flow cytometry and high through put immunologic tests
  - b. In silico and high throughout genomics, proteomics and metabolic
  - c. High tech computing and support of advanced bioinformatics approaches to genomic data mining such as Systems Biology
  - d. Advanced imaging
  - e. High throughput genomic sequencing
2. Developing a core curriculum for education in the application of new technologies to problems of biomedical importance to the WRAIR to include:

3. Establishment of an advisory board to critique, refine, and prioritize the apportionment of core resources among the specific projects/task elements at the WRAIR

### 5.1.6 Task 6: Military Psychiatry and Neuroscience Programs

#### Background

Psychiatry and Neuroscience research focuses on enhancing the performance and resilience of non-injured Soldiers, and to restore performance to baseline function among Soldiers who have received traumatic brain injuries (TBI). Specific areas of research include:

a. Large-scale, survey-based assessments (to include Mental Health Advisory Teams) of factors (e.g., inadequate sleep, unit cohesion, TBI, stigma, barriers to care) impacting Soldier mental/behavioral health status.

b. Development of resiliency training (e.g., Battlemind) based on information from the survey-based assessments. Randomized trials of training programs to determine efficacy of resilience training.

c. Laboratory and field-based research to determine neurophysiological basis of sleep loss-induced performance deficits, underlying biology of resilience to sleep loss, and the relationship between sleep and Soldier mental/behavioral health status.

d. Laboratory and field-based research to determine the relationships among factors impacting Soldier readiness post traumatic stress disorder (PTSD), traumatic brain injury, inadequate sleep – e.g., the extent to which sleep confers protective benefit against PTSD.

e. PBI research focused on developing (1) novel neuroprotective drug therapies, (2) novel seizure control therapies, and (3) non-traditional therapeutic approaches including selective brain cooling and stem cell concepts.

f. Development of serum biomarkers of traumatic brain injury and the extent to which they predict degree of neurocognitive impairment / recovery and their relationship to comorbid factors (sleep, PTSD).

The research carried out in these areas collectively addresses specific objectives of the current requirement.

#### Specific Task Elements

1. Large-scale survey assessments: Provide non-personal services related to all aspects of survey assessment to include (a) develop sampling frame, (b) design and print surveys, (c) conduct data collection and create databases, (d) perform statistical analyses and (e) prepare presentations and reports. The non-personal services in support of this task element may be conducted in a variety of CONUS and OCONUS locations. OCONUS locations may include combat zones.

2. Resiliency training: Provide non-personal services related to (a) developing resiliency training products, (b) designing program evaluation and/or validation studies of training efficacy, (c) executing program evaluation and validation studies, (d) conducting statistical analyses and (e) preparing presentations and reports. The non-personal services in support of this task element may be conducted in a variety of CONUS and OCONUS locations. OCONUS locations may include combat zones.

3. Laboratory- and field-based sleep research. Provide non-personal services related to all aspects of laboratory- and field-based sleep research to include (a) execute protocols (data collection), (b) create databases, (d) perform statistical analyses and (e) prepare presentations and reports.

4. Sleep management system (SMS) training and implementation: Provide non-personal services related to (a) developing user-specific sleep management tools, (b) designing evaluation and/or validation studies of SMS implementation efficacy, (c) conducting statistical analyses and (d) preparing presentations and reports. The non-personal services in support of this task element may be conducted in a variety of CONUS and OCONUS locations. OCONUS locations may include combat zones.
5. Penetrating brain injury. Provide non-personal services related to preclinical and clinical TBI research to include (a) execution of in vitro cell culture and in vivo experimental protocols, including neuromotor, neurocognitive and EEG data collection and analysis, (b) conducting cellular based molecular biology assays, (c) implement real-time physiological monitoring and small animal surgical procedures, (d) preparing reports, graphics and presentations. The non-personal services in support of this task element may be conducted in a variety of CONUS locations
6. Biomarkers of traumatic brain injury. Provide non-personal services related to preclinical and clinical TBI research to include (a) execution of proteomic analyses of TBI using high throughput-powerblot and targeted protein assays, (b) execution of genomic microarrays (c) conducting statistical analyses and preparation of presentations and reports. The non-personal services in support of this task element may be conducted in a variety of CONUS locations.

### **5.1.7 Task 7 :Brain Dysfunction and Blast Injury**

#### Background

Brain Dysfunction and Blast Injury research focuses on improving survival and enhancing functional recovery and return to duty of service men and women who have suffered closed-head brain injury as a result of exposure to blasts or chemical warfare agents.

Specific areas of research include:

- a. Blast induced brain injury (bTBI) research including shock tube simulations and real explosive exposures combined with hemorrhage, focused on developing (1) prevention strategies to increase personal protection, limitation of re-exposure during the period of increased vulnerability, or enhancement of personal resiliency through nutraceutical prophylaxis (2) doctrinal guidelines to prevent extension of injury during transport and (3) neuroprotective drug therapies for the far-forward battlefield.
- b. Chemical warfare research to investigate novel therapeutics to (1) prevent early respiratory deaths from aerosolized agents exposure (2) mitigate the seizures induced by chemical warfare agent (CWA) exposure and (3) provide neuroprotection from the nerve agent-induced brain injury inclusive of early and late seizure-induced damage and long term changes in central nervous system function.

The research carried out in these areas collectively addresses specific objectives of the current requirement.

#### Specific Task Elements

1. Laboratory- blast and hemorrhage research. Provide non-personal services related to all aspects of laboratory and off-site blast research to include (a) executing protocols (data collection), (b) creating databases, (d) performing statistical analyses and (e) preparing presentations and reports. The non-personal services in support of this task element may be conducted in a variety of CONUS locations.
2. Laboratory- CWA research. Provide non-personal services related to all aspects of laboratory CWA research at the WRAIR and the United States Army Medical Research Institute of Chemical Defense to include (a) executing protocols (data collection) (b) creating databases, (c) performing statistical analyses

and (d) preparing presentations and reports. The non-personal services in support of this task element may be conducted in a variety of CONUS locations.

## QASP

### QUALITY ASSURANCE SURVEILLANCE PLAN

#### 1.0 Purpose

This Quality Assurance Surveillance Plan (QASP) defines the performance standards and performance measures of deliverables indicated in the Contract. The QASP also describes the procedures that WRAIR will use to monitor the Contractor's contract performance. It is important to note WRAIR's primary concern is with the products and services provided by the contractor and not with the procedures used to produce them. Therefore, the QASP focuses on examining the products and services provided by the Contractor and not the processes used to produce them. It is intended that the QASP be a tool to guide the Contracting Officer (KO), and the Contracting Officer's Representative (COR) in assessing contractor performance. In some cases, specific metrics are used to measure performance, in other cases subjective judgment and evaluation by WRAIR personnel will be the determining criteria. This plan describes the methodology utilized to make both quantitative and qualitative evaluation of contractor performance under this Contract.

#### QASP Relation to the Solicitation

This QASP is not part of the contract but is included in the solicitation for information purposes. WRAIR will retain the right to change the surveillance methods and Quality Assurance (QA) procedures, or to increase or decrease the degree of surveillance efforts at any time necessary to assure contract compliance. WRAIR may provide the contractor with an informational copy of the QASP to enable the contractor to enhance its Quality Control Program (QCP).

#### QASP Relation to the QCP

The QCP is a required element of the contractor's technical proposal in response to the solicitation. While the QCP represents the way in which the contractor will ensure its quality and timeliness of services, as defined in the PWS, the QASP represents the way in which WRAIR will evaluate the contractor's performance. The contractor's QCP and the QASP should be complementary programs that ensure successful contract performance.

#### Revisions to the QASP

The QASP is a tool for use in Government administration of the Performance Based Statement of Work (PBSOW) and remains subject to revision at any time by the Government throughout the contract performance period. Revisions to this surveillance plan are the responsibility of the Contracting Officer's Representative (COR). Changes may be made unilaterally and need not be announced to the contractor; the Government may provide informational copies to the contractor at its option.

The contractor will assume responsibility for all tasks and deliverables in the PBSOW under this award. All operational procedures and quality control measures will be tested and implemented. As the performance period progresses, the levels of surveillance may be altered for service areas in cases where performance is either consistently excellent or consistently unsatisfactory. If observations reveal consistently good performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

#### Performance Standard

A performance standard is a level of performance the contractor must meet for each performance measure for each deliverable defined in the Contract. WRAIR is contracting to have all work performed as specified. Any inaccuracies or omissions in services or products are referred to as "defects" on the part of the contractor. The contractor shall be held responsible for all identified defects, and WRAIR may require the work to be re-performed. Performance standards take into account that in some instances an allowable level of deficiencies

(deviations) is possible while overall performance continues to meet WRAIR's desired level of service. Often deficiencies result from misunderstandings or inadequate communication between contractor, COR and customers. In general, these detected deviations can be quickly corrected and resolved by contractor through communication with the COR and customer.

#### **1.1.1 Allowable Deviation**

The allowable deviation is the level or number of performance deficiencies the contractor is permitted to reach under this contract. Allowable deviations take into account the difference between an occasional defect and a gross number of defects. Allowable deviations can be expressed as a percentage of or as an absolute number (e.g., three per month). There will be instances, such as in the case of FDA acceptance, where 100 percent compliance is required, and no deviation is acceptable.

#### **1.1.2 Substantially Complete**

Many service contracts deal with service outputs that are evaluated using subjective values (e.g., excellent, satisfactory, unsatisfactory). The criteria for acceptable performance and for defects must be defined for these service outputs. The concept of "substantially complete" should be the basis for inspections based on subjective scales.

Work is considered "substantially complete" where there has been no significant departure from the terms of the Contract and no omission of essential work. In addition, the contractor has performed the work required to the best of its ability and the only variance consists of minor omissions or deficiencies.

#### **Non-performance**

Non-performance occurs when the contractor's performance does not meet or exceed the prescribed performance standard for a given requirement. Requirements may contain multiple performance elements, and therefore, deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness, comprehensiveness, etc.) or subject areas of effort.

When inspection and review indicates that the contractor's service output is not in compliance with the Contract requirements, the COR must determine whether the contractor or the Government caused the deficiency. If the cause of the defect rests with the Government, corrective action must be taken through Government channels. If the cause of the defect is due to action or inaction by the contractor, the contractor is responsible for correction of the problem at no additional expense to the Government.

#### **1.1.3 Documentation**

Thorough documentation of unperformed or poorly performed work is essential for tracking contractor performance throughout the period of performance. The COR will document deficient work by compiling facts describing the inspection methods and results. The COR will develop documentation to substantiate nonconformance with the Contract. The COR will decide whether to elevate the problem to the cognizant Contracting Officer (KO) for corrective action.

#### **1.1.4 Remedial Actions**

Service contracts allow for penalties in the event that the contractor fails to perform the required services. Penalties are defined as those actions taken under the direction of the KO against the contractor within the general provisions of the Contract for nonconformance.

In accordance with *FAR 52.246-4: Inspection of Services-Fixed-Price*, the Government may require the contractor to re-perform any services that do not conform to contract requirements. If the defects cannot be corrected by re-performance, the KO may either require the contractor to take the necessary action to ensure that future performance conforms to the requirements, or the KO may reduce the Contract price to reflect the reduced value of the services performed. At an extreme decision point, penalties may include a decision not to exercise contract

options. The KO will determine the penalty for nonconformance based upon his or her judgment and the severity of the nonconformance.

## **2.0 Roles And Responsibilities**

The purpose of QA is to ensure that customers are satisfied with the products and services received from the contractor and to ensure that the contractor is meeting its obligation to WRAIR. The roles and responsibilities of the stakeholders involved in QA are described below.

### **Contractor Responsibility**

The contractor is responsible for delivering products or services in accordance with the Contract. The contractor is responsible for implementing a Quality Control Plan (QCP), which is included as part of its technical proposal. The QCP describes the contractor's methods for ensuring all products and services provided under this Contract meet established deliverables and performance standards. The contractor is responsible for producing, maintaining, and providing for audit, quality control records and reports and all records associated with the investigation. The contractor shall appoint a single quality control point-of-contact to act as a central recipient of communication from the Government. Any additional reports required by the Government on the total contract-level will be on an 'ad-hoc' basis.

### **Government Responsibility**

This section of the QASP briefly defines the duties and responsibilities of key Government personnel involved in contract administration and quality assurance. The key personnel who will be responsible for QA are the Contracting Officer (KO), the Contracting Officer's Representative (COR), WRAIR customers and the FDA.

#### **2.1.1 Contracting Officer**

The KO has the authority to administer WRAIR Contracts. The KO may delegate many of the day-to-day contract administration duties to the COR. However, certain contractual actions such as negotiation and issuance of contract modifications, resolution of contractor claims and disputes, issuance of cure notices, issuance of show-cause letters, termination of the Contract, and Contract close-out functions are retained by the KO. Administrative actions such as invoice approval and issuance of contractor Deficiency Reports (CDR) may be, and normally shall be, delegated by the KO to the COR. For tasks and/or subtasks (e.g., deliverables) which include incentive arrangements (award fee, shared savings, award term, etc.), the COR shall provide recommendations to the KO for action. All communication regarding questions or issues related to QA and inspection will be directed to the KO or the COR. The KO shall approve any revision to the QASP processes or standards.

#### **2.1.2 Designated Government Representative**

The COR shall be appointed for each task/subtask as required, and shall serve as the first line manager of all tasks and/or subtasks issued under this Contract. The COR represents the KO in the Contracting Officer's Representative functions and therefore is the contractor's initial point-of-contact with the Government. In turn, the COR may delegate some of his/her responsibilities by appointment of Task Monitors by task/subtask to execute some administrative duties in order to ensure that the QA function is properly executed. If modifications to the Contract, or at the task/subtask level, are necessary, the COR will assist the cognizant KO in preparing and negotiating the modifications. If there are problems with contractor performance, the COR will inform the contractor of the problems and recommend to the KO that adverse contractual actions are appropriate (e.g., CDR, issuance of a cure notice or task/subtask closure) if the contractor fails to correct the problem. Also, the COR must refer differences of contract interpretation to the KO.

The COR will perform the actual contract surveillance and report to KO. Some of the key QA contract administration duties of COR include, but are not limited to, the following:

- Complete surveillance as required by this QASP and the specific task/subtask, and make recommendations to the KO.

- Make recommendations to the KO for the acceptance or rejection of completed work and for administrative actions based on unsatisfactory work or non-performed work;
- Identify necessary changes to the task/subtask, prepare WRAIR cost and/or staffing requirements estimates, conduct QA/contractor meetings, approve submittals of effort and/or reports, and maintain work files;
- Promptly furnish the KO with any requests for changes, deviations, or waivers to the task/subtask, with justifications/rationale;

### **2.2.3 Customers**

Customers (users) are the WRAIR and WRAIR associated users supported by the contractor. This includes the Federal employees who will be the recipients of contractor support under this Contract. Customers are responsible for assisting the COR in conducting QA by providing information on contractor performance through a Customer Feedback Program.

### **2.2.4 Food and Drug Administration**

Ultimately, deliverables from task/subtask will support submission of a data package for medical product to the FDA. Acceptance of FDA of deliverables will provide final validation of performance quality.

## **3.0 Performing Quality Assurance**

### **Quality Assurance Methods**

The methods used in the QA process are the Government's tools to monitor the contractor's products and services. The means of determining whether the contractor has met all contract requirements will be by three approaches: COR review and approval, customer review and feedback, and FDA review and acceptance. Reviews either confirm the contractor's successful achievement of all performance requirements or highlight areas where defects exist and improvements are necessary.

In cases of poor performance, WRAIR may increase the level of review and focus on known problem areas. In either case, the reasons for the change in review will be documented. In all cases, the applicable requirements shall be included in each task/subtask at issuance.

### **3.1.1 COR review and approval**

COR review and approval provides a systematic way of looking at service outputs and forming conclusions about the contractor's level of performance in accordance with a planned schedule of deliverables.

#### **Application**

Contractor will submit completed deliverables (e.g. protocols, plans and reports) to COR for review and approval.

#### **Performance Standards**

Performance standards will include accuracy, completeness, comprehensiveness, timeliness of deliverables.

### **3.1.2 Customer Feedback**

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

### Application

Contractor will submit completed deliverables (e.g. protocols, plans and reports) through COR to customer for review and feedback. Customers are made aware of contract requirements and monitor the services provided by the contractor, both positive and negative. Where there is a case of poor performance or non-performance, customers notify the COR. The COR then investigates the report and, if found to be valid, document their findings. The numbers of complaints and resulting inspections depend upon customer awareness and response. If the complaint is valid and caused by poor performance or non-performance by the contractor, the contractor must take appropriate corrective action. A valid complaint is one in which the COR confirms that poor performance or non-performance violates contract requirements.

### Customer Feedback Process

Upon award of the task/subtask, the COR will send letters to all customer points-of-contact. These letters will inform them of the need for their active participation in the overall Quality Assurance Program. The COR will also provide a Customer Feedback Record for the customer to use to either document performance problems or identify when superior services are received. Copies of all such documents shall be provided to COR. If KO involvement is required, the COR shall request it.

Customer Feedback Records submitted to the COR will be validated. It is primarily the responsibility of the contractor to investigate each complaint to determine the problem. While COR can also investigate customer complaints, the responsibility for initial review shall remain with the contractor. At the Government's discretion, the COR will investigate problems from customer groups and complaints involving major problems with services being provided.

The contractor shall take action when a Customer Feedback Record is received. If a valid complaint exists, the contractor shall re-perform the product or service. The contractor may use the complaint as an indicator that the QCP needs improvement. Corrective actions shall be implemented to prevent the recurrence of similar problems in the future or detect and fix such problems before a product or service is delivered to a customer. If the customer complaint is found to be invalid, the COR shall educate the customer regarding contract/task/subtask scope of work as it pertains to the customer's expectations.

### 3.1.3 FDA review and acceptance

Deliverables must be suitable and acceptable to the FDA for review. The FDA's acceptance for review provides a final validation of deliverables submitted to the FDA and provides way of looking at service outputs and forming conclusions about the contractor's level of performance concerning quality of deliverables.

#### *Application*

Contractor will submit completed deliverables slated for FDA packages (e.g., final reports) to COR and customer, who in turn will submit deliverables, as part of FDA data package submission to the FDA for review and approval. Where FDA indicates non-suitability or failure to accept task/subtask deliverable, customers will notify the COR. The COR then investigates the issue and, if found to be valid and related to contractor performance, COR documents findings. If the issue is valid and caused by poor performance or non-performance by the contractor, the contractor must take appropriate corrective action. A valid complaint is one in which the COR confirms that poor performance or non-performance violates contract requirements.

#### Performance Standards

Performance standards will include acceptance of task/subtask deliverables by FDA.

#### Analysis and Results

Once the reviews or customer feedback records have been completed, an analysis of the contractor's performance will be conducted. The purpose of the analysis is to ensure that WRAIR is receiving high-quality products and services from the contractor. COR will review the results, rate contractor compliance with the performance

standards, and characterize the contractor's overall performance. Analysis of all types of contract monitoring will result in one of the following outcomes: excellent performance, satisfactory performance, or unsatisfactory performance.

### **3.1.4 Excellent Performance**

Excellent performance is the result of the contractor significantly exceeding the performance requirement being inspected. WRAIR may reduce its level of surveillance when the COR determines there are very few or no deficiencies and the contractor performance has significantly exceeded requirements. The COR may notify the contractor that their performance has been excellent.

### **3.1.5 Satisfactory Performance**

When the contractor's performance is satisfactory, performance meets the specified standard and the number of defects does not exceed the allowable deviation. Although the contractor's performance may be deemed satisfactory, the COR may determine that an increased level of surveillance be used for individual products or services that show defect rates approaching the minimum performance standards. The contractor will be notified by the COR when performance is marginal, or approaching an unacceptable level in any area.

### **3.1.6 Unsatisfactory Performance**

When the performance standard for any service has not been met, the contractor's performance is unsatisfactory, and is, therefore, unacceptable. The following responses are available to the COR regarding that task/subtask:

- The KO and/or COR meet with the contractor to discuss discrepancies, trends, and intended corrective measures;
- The level of surveillance is increased until the contractor demonstrates acceptable performance over a period of time;
- The KO issues a Contract Deficiency Report for each service that didn't meet WRAIR's performance standard;
- Should deficiencies be significant and affect multiple tasks/subtasks, KO action such as a 'Cure' notice may be appropriate.

## **4.0 Performance Requirement Summary**

The following performance requirements will be used to measure the performance of the Service Provider (contractor). WRAIR Designated Government Representatives (COR) will monitor contractor performance as stipulated in the Task Order under the performance based task assignments.

The following table outlines contractor responsibilities for performance metrics, performance standards, and surveillance methods.

### PRST

#### **Performance Requirement Summary Table**

##### **1.0 Purpose**

The Performance Requirement (column 1) describes what the government will survey. The absence of any contract requirement from the PRST shall not detract from its enforceability nor limit the rights or remedies of the government under any other provision of this contract, including the clauses entitled, "Inspection of Services" and "Default". The government has the right to inspect all services required in the contract.

The Contract reference for each listed requirement is set forth in column 2.

The Acceptable Quality Level for each requirement is set forth in column 3.

The Method of Surveillance for each requirement is set forth in column 4.

### 1.1.1 Government Quality Assurance

Contractor performance will be compared to the contract performance standards and the PRST. The government may use a variety of surveillance methods to evaluate the contractor's performance to determine if it meets the contract standards. The methods used on this contract are:

Annual report by the contractor.

Quarterly management and oversight meetings with: CO, COR, and contractors.

### 1.1.2 Performance Evaluation

Performance of a service will be evaluated to determine whether or not it meets the performance threshold of the contract. When the performance threshold is not met a Contract Discrepancy Report (CDR) will be issued to the contractor by the contracting officer or if authorized by the COR. The contractor shall respond to the CDR by completing the form and returning it to the contracting officer within 15 calendar days of receipt.

### Performance Requirement Summary Table

| <b>Performance Requirement</b>                 | <b>Paragraph/Task Numbers</b> | <b>Acceptable Quality Level</b>   | <b>Surveillance Method</b> |
|--|-------------------------------|---|----------------------------|
| <b>IT Support Services</b>                     | Tasks 5.1 thru 5.7            | Not greater than 24 hrs network Downtime to include remote access       | Periodic Inspection        |
| <b>Scientific Meetings and Forums Services</b> | Tasks 5.1 thru 5.7            | No more than 2 dropped agenda items<br>Or mis-scheduled events per year | Periodic Inspection        |
| <b>Administrative Support Personnel</b>        | Tasks 5.1 thru 5.7            | No more than 5 FTE removal actions per year                             | Periodic Inspection        |
| <b>Professional Support Personnel</b>          | Tasks 5.1 thru 5.7            | No more than 2 FTE removal actions<br>Per year                          | Periodic Inspection        |
| <b>Laboratory Support Personnel</b>            | Tasks 5.1 thru 5.7            | No more than 5 FTE removal actions<br>Per year                          | Periodic Inspection        |

|  |                    |   |                     |
|--|--------------------|---|---------------------|
| <b>OCONUS Operations Support</b>   | Tasks 5.1 thru 5.7 | No more than 2 interruptions in laboratory operations per year  | Periodic Inspection |
| <b>Repository Operations Support</b>   | Tasks 5.1 thru 5.7 | No repeat customer complaints concerning technical services.  | Periodic Inspection |
| <b>Graphics and Marketing Support</b>  | Tasks 5.1 thru 5.7 | No more than 5 errors per quarter   | Periodic Inspection |
| <b>Training and Course Work Support</b>  | Tasks 5.1 thru 5.7 | No more than 1 incomplete course<br>Per year  | 100% Inspection     |
| <b>Procurement Support (Equipment)</b>   | Tasks 5.1 thru 5.7 | No more than 5 problematic actions per year   | Periodic Inspection |
| <b>Procurement Support (Expendables)</b>   | Tasks 5.1 thru 5.7 | No more than 15 problematic actions per year  | Periodic Inspection |
| <b>Procurement Support (Contracts)</b>   | Tasks 5.1 thru 5.7 | No more than 1 problematic action per year  | Periodic Inspection |
| <b>Personnel Background Investigation.</b> Obtain background checks on all personnel.  | Tasks 5.1 thru 5.7 | NCIC and credit check initiated prior to work, NAC/NACLC initiated not later than first day of work 100% of the time. | 100% Inspection     |
| <b>Security.</b> Have a WRAIR photo ID badge prior to work in all cases. Never open a secure area for others.  | Tasks 5.1 thru 5.7 | Comply with security directives 100% of the time. No security violations.   | Periodic Inspection |
| <b>Repairs and Preventive Maintenance of Large Mechanical Equipment.</b><br>Provide operator/user maintenance as required by equipment manuals or EQ-01 and FC-01 series SOPs. | Tasks 5.1 thru 5.7 | No equipment malfunction due to contractor failure 95% of the time.<br>No equipment misuse.                           | Periodic Inspection |
| <b>Office and lab reconfigurations to facilitate optimal working areas for staff</b>   | Tasks 5.1 thru 5.7 | No greater than 30 days<br>Turn around time.  | Customer complaints |
| <b>Contractor Management, Control and Supervision.</b> Fully qualified key personnel supervisor on duty when employees are working.  | Tasks 5.1 thru 5.7 | 100% of the time.   | 100% Inspection     |

|  |                    |  |                     |
|--|--------------------|--|---------------------|
|  |                    |  |                     |
| <b>Contractor Quality Control.</b><br>Quality Control Plan and metrics completed and current for all PRST items. Corrective actions on time and sufficient.  | Tasks 5.1 thru 5.7 | QC plan and metrics complete and current 100% of the time.<br>Corrective actions on time and sufficient 90% of the time. | Periodic Inspection |
| <b>Safety Programs and Safety Training.</b> Safety plan developed and implemented prior to performance start.  |                    | 100% of the time.  | 100% Inspection     |
| <b>Accident/Injury Incident Reports.</b> Immediate reporting of accidents and injuries.  | Tasks 5.1 thru 5.7 | 100% of the time.  | 100% Inspection     |
| <b>Occupational Health and Safety.</b> Ensure no employees on the job without full medical requirement compliance. Provide occupational health program for all employees. Ensure biocontainment employees comply with Special Immunization Program requirements. | Tasks 5.1 thru 5.7 | 100% of the time.  | 100% Inspection     |
| <b>Logistical Support.</b> Order all requirements so as not to have an out of stock or overstock condition. Rotate feed and items with a shelf life to use oldest, nonexpired stock first.   | Tasks 5.1 thru 5.7 | 95 % of the time for all items   | Periodic Inspection |
| <b>Provide Qualified Personnel.</b><br>Contractor shall propose for work under this contract only qualified personnel. All replacements will be fully trained to the required contract level within two weeks of reporting to work.                              | Tasks 5.1 thru 5.7 | 100% of the time.  | 100% Inspection     |

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.

**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 for the term of the contract.

**SAFEGUARDING PROPRIETARY INFORMATION (MAY 1999) (USAMRAA)**

- a. "Proprietary information" shall mean all information, whether disclosed orally, in writings, by drawings, or otherwise relating to the work to be performed under this contract, whether proprietary to the Government or one of its collaborating partners. Proprietary information includes, but is not limited to, information regarding properties, formulae, structures, manufacturing processes, and test results. Information ceases to be proprietary when it is generally available to the public or is available from sources other than the Department of the Army. All information submitted to the contractor under this contract shall be presumed to be proprietary to the Department of the Army or one of its collaborating partners until the Department of the Army announces to the contrary.
- b. The contractor shall safeguard proprietary information both during and after the term of this contract, and shall neither appropriate, nor disclose, nor make unauthorized use of the proprietary information received under this contract. The requirements of this paragraph include, but are not limited to, the following:

- (1) Maintenance of a high degree of physical security over proprietary information at all times;
- (2) Discussion of proprietary information only among contractor's employees whose duties and responsibilities require knowledge of that information; and,
- (3) Elimination of proprietary information in open publications by the contractor and its personnel.

c. The contractor shall require all personnel who receive proprietary information to execute the statement in paragraph d below when this contract becomes effective or when first employed (if employed after the contract becomes effective). All statements executed pursuant to this paragraph shall be forwarded to the U.S. Army Medical Research Acquisition Activity when this contract terminates, when the employment ends, or upon request of the Contracting Officer.

d. The following statement shall be executed pursuant to paragraph c above:

I hereby acknowledge that I have been informed that my duties may require that I have access to proprietary information. I understand this proprietary information which I will receive includes, but is not limited to, properties, formulae, structures, protocols, manufacturing processes, and test results.

I agree that I will neither appropriate nor disclose nor make unauthorized use of proprietary information both during and after my employment. I further agree that I will neither include nor draw upon proprietary information received under this contract in open publication. This agreement is executed with the intention that collaborating partners of the United States Government who have submitted information to the Government under non-disclosure obligations shall be third party beneficiary hereunder, and shall have the right to enforce the obligations undertaken herein.

Name:

Date:

e. The contractor shall insert the substance of paragraphs a through d above in each subcontract hereunder. Compliance with the provisions of this clause shall be the responsibility of the contractor.

#### **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 60 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.

**CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, AND EXPLOSIVES (CBRNE) TRAINING (DEC 2006) (USAMRAA)**

Some or all contractor employees working under this contract are considered supplemental staffing personnel in that they supplement the efforts of U.S. Army Medical Research and Materiel Command military and civil service employees in their regular and continuing duties. All supplemental staffing employees shall complete an appropriate Army Medical Department CBRNE Training Course offered by the Army Training Support Center. Course access is achieved through enrollment in the Army Correspondence Course Program at <http://www.atsc.army.mil/accp/aipdnew.asp>. Upon course completion, the contractor shall provide a copy of each individual's training certificate to the Contracting Officer. The CBRNE course shall be completed within forty-five (45) calendar days of the individual's commencement of contract services.

**The course(s) applicable for this award are annotated below:**

**CBRNE Basic** - For personnel who would not be employed as responders during a CBRNE event.....such as contractor personnel working in administrative positions.

**CBRNE Executive** - For personnel in executive leadership positions.

**CBRNE Clinician** - For health care providers who would or may have clinical duties in response to a CBRNE event.

**CBRNE Operator/Responder** - For all personnel, other than health care providers, who would or could be involved in planning or responding to a CBRNE event.

## 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 |
| 1001 | Destination | Government | Destination | Government |
| 1002 | Destination | Government | Destination | Government |
| 2001 | Destination | Government | Destination | Government |
| 2002 | Destination | Government | Destination | Government |
| 3001 | Destination | Government | Destination | Government |
| 3002 | Destination | Government | Destination | Government |
| 4001 | Destination | Government | Destination | Government |
| 4002 | Destination | Government | Destination | Government |

## CLAUSES INCORPORATED BY REFERENCE

52.246-9                    Inspection Of Research And Development (Short Form)                    APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

52.246-5    INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future

performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

## Section F - Deliveries or Performance

DELIVERABLES

## Quality Control.

1. The Contractor shall establish and maintain a Quality Control Program and document it in a Quality Control Plan (QCP) to ensure all services specified in this PWS are provided and include timeliness and level of quality.
2. A copy of the QCP shall be provided to the Government for review in the solicitation under the Management Approach. The approved plan will be incorporated in the contract and updated thereafter as approved changes occur.
3. The contractor shall provide the following deliverables on a recurring basis.

Monthly Task Status Report. A transmittal letter not to exceed one page that highlights major events in the reporting period will cover the report. The report will be ordered by the task number within division. The report shall include the status of all tasks open within the report period.

4. Specific deliverables will be indicated on individual task orders.

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC    |
|------|-----------------------------------|----------|--|--------|
| 0001 | POP 01-NOV-2010 TO<br>30-JUN-2011 | N/A      | WALTER REED ARMY INSTITUTE OF<br>RESEARCH<br>ROBERT GRANT<br>BLDG 503<br>SILVER SPRING MD 20910-7500<br>301-319-9415<br>FOB: N/A | W74MYF |
| 0002 | POP 01-NOV-2010 TO<br>30-JUN-2011 | N/A      | N/A<br>FOB: N/A  |        |
| 1001 | POP 01-JUL-2011 TO<br>30-JUN-2012 | N/A      | WALTER REED ARMY INSTITUTE OF<br>RESEARCH<br>ROBERT GRANT<br>BLDG 503<br>SILVER SPRING MD 20910-7500<br>301-319-9415<br>FOB: N/A | W74MYF |
| 1002 | POP 01-JUL-2011 TO<br>30-JUN-2012 | N/A      | N/A<br>FOB: N/A  |        |

|      |                                   |     |  |        |
|------|-----------------------------------|-----|--|--------|
| 2001 | POP 01-JUL-2012 TO<br>30-JUN-2013 | N/A | WALTER REED ARMY INSTITUTE OF<br>RESEARCH<br>ROBERT GRANT<br>BLDG 503<br>SILVER SPRING MD 20910-7500<br>301-319-9415<br>FOB: N/A | W74MYF |
| 2002 | POP 01-JUL-2012 TO<br>30-JUN-2013 | N/A | N/A<br>FOB: N/A  |        |
| 3001 | POP 01-JUL-2013 TO<br>30-JUN-2014 | N/A | WALTER REED ARMY INSTITUTE OF<br>RESEARCH<br>ROBERT GRANT<br>BLDG 503<br>SILVER SPRING MD 20910-7500<br>301-319-9415<br>FOB: N/A | W74MYF |
| 3002 | POP 01-JUL-2013 TO<br>30-JUN-2014 | N/A | N/A<br>FOB: N/A  |        |
| 4001 | POP 01-JUL-2014 TO<br>30-JUN-2015 | N/A | WALTER REED ARMY INSTITUTE OF<br>RESEARCH<br>ROBERT GRANT<br>BLDG 503<br>SILVER SPRING MD 20910-7500<br>301-319-9415<br>FOB: N/A | W74MYF |
| 4002 | POP 01-JUL-2014 TO<br>30-JUN-2015 | N/A | N/A<br>FOB: N/A  |        |

#### CLAUSES INCORPORATED BY REFERENCE

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

#### CLAUSES INCORPORATED BY FULL TEXT

#### **PROPERTY REPORTING (COMMERCIAL) (MAR 1999) (USAMRAA)**

The designated property administrator for Government property acquired for use under this contract is the Contract Specialist, US Army Medical Research Acquisition Activity, Fort Detrick, MD 21702-5014. The contractor shall furnish the designated property administrator report, (i.e. DD FORM 1662, DOD Property in the Custody of Contractors).

- a. Interim Inventories - Annually, as of 30 September, report due 10 October, each year.
- b. Final Inventory - When the contract expires.

PERIOD OF PERFORMANCE

The period of performance for work efforts ordered under this contract shall be specified in each order issued. Orders may be written from the effective date of the contract through the 56<sup>th</sup> month, if all options are exercised, and shall not require performance beyond the 74<sup>th</sup> month.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**TASK/DELIVERY ORDERS - ALTERNATE II (DEC 2006) (USAMRAA)**

- a. The contractor shall perform in accordance with the contract schedule and as called for by orders issued in accordance with this clause.
- b. The SF 1155 or 1449 will be used to issue task assignments and to signify Contracting Officer notification to commence work under the individual task orders. The contractor shall not proceed with the task until notification is received from the Contracting Officer.
- c. The task/delivery orders, and modifications to task/delivery orders, will be numbered by the issuing office. Modifications to the task/delivery orders will be designated by the modification number and contain the original task order number.
- d. The contractor shall identify all correspondence, reports, drawings, and other pertinent papers in connection with the contract by imprinting thereon the task/delivery order and the contract number, plus any other references furnished by the Contracting Officer.
- e. The total of all completed and outstanding Task/Delivery Orders will at no time exceed the current amount obligated.
- f. The Competition Advocate for the U.S. Army Medical Research Materiel Command, Fort Detrick, Maryland has been designated as the Ombudsman for this contract. (applicable to multiple award contracts only)
- g. Procedures:
  - (1) Prior to issuance of a Task/Delivery Order and upon definition of the Government requirement, the Contracting Officer will, in writing, issue to the contractor a Task/Delivery Order Request for Proposal (RFP) which will designate a preferred Task/Delivery Order type.
  - (2) The contractor shall submit one electronic copy to the Contract Specialist by a date mutually agreed upon but no later than 5 working days after receipt of the RFP:
    - a. Technical proposal (or Task Execution Plan (TEP)) which sets forth the contractor's understanding of the requirement, performance schedule, staffing plan, and level of effort required. The technical proposal/TEP should also address other documentation required by the Government to perform the task or any specific issues raised in the RFP.
    - b. Cost proposal which sets forth all costs associated with furnishing the required services, including cost or price data.

Note: If longer than 5 days will be required, the contractor shall provide justification to the Contracting Officer, in writing, as soon as possible after receipt of a task assignment.

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

- (3) Upon receipt of the contractor's proposal, the Government will proceed to evaluate the same, subsequent to which negotiations will take place between the Contracting Officer and the contractor. The contractor is expressly

forbidden from discussing with the Contracting Officer's Representative (COR), or any other Government technical personnel, any aspects of any pending Task/Delivery Orders absent expressed written permission from the Contracting Officer to that effect.

(4) Following the conclusion of negotiations, the Contracting Officer will issue a fully executed Task/Delivery Order, containing all agreed-to terms and conditions, specifying the task to be performed, special reporting requirements and total estimated cost and fixed fee. The contractor shall in no event exceed the total estimated cost of the Task/Delivery Order (see FAR 52.232-20 and 52.232-22)

Whenever it appears to the contractor that the actual cost to complete any task may exceed the estimated cost of such task, the contractor shall immediately, and in no event later than the incurrence of 75% of the estimated task cost, notify the Contracting Officer in writing and furnish a revised estimate for the completion of the task. The contractor shall not incur costs to perform work under any specific task in excess of the cost estimate authorized for the task until the Contracting Officer notifies the contractor in writing that such amount has been increased. Issuance of a task order is not authorization for the contractor to incur costs in excess of the funds obligated to-date under the contract.

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

#### CLAUSES INCORPORATED BY FULL TEXT

#### **CONTRACT CEILING (MAR 1999) (USAMRAA)**

The ceiling price of this contract is \$98,000,000.00. The contractor agrees that the work performed under this contract shall be accomplished within the specified ceiling price. Unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased and the amount of the increase, any costs incurred in excess of the ceiling price shall be borne by the contractor. The contractor's attention is directed to Section G of this contract, entitled "Task/Delivery Orders". Contractor entitlement to the monies specified as the contract ceiling is derived solely from the issuance and successful performance of task/ delivery orders against that ceiling amount.

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

a. The contractor shall submit an original and one copy of public vouchers (SF 1034), with supporting documentation, not less frequently than monthly to the COR and Contract Specialist for review. If authorized for direct billing, contractors may submit all interim public vouchers directly to certain Government paying offices; otherwise the vouchers must go through the DCAA office responsible for the contractor. DCAA has the sole authority to authorize interim vouchers for payment. The contractor should contact its cognizant DCAA office shortly after contract award to determine whether the contractor meets the criteria to submit vouchers directly to Government paying offices or whether the contractor is required to submit vouchers to its cognizant DCAA office. Refer to [www.dcaa.mil](http://www.dcaa.mil), Information for Contractors, 5-301 Direct Billing of Interim Vouchers to Government Paying Offices. The contractor should also ensure that DCAA has the necessary information to process contract billings and to inquire if the DCAA office has any procedures unique to that office.

- b. The information required on interim public vouchers is explained in the Information for Contractors, 5-303 Guidance for Preparing SF 1034.
- c. The Contracting Officer shall be notified immediately and prior to the contractor incurring costs exceeding the not to exceed contract amount.
- d. The completion voucher is the last voucher to be submitted on a contract or task order. A separate completion voucher will be submitted for each individual project or task order for which a separate series of public vouchers has been submitted.
- e. FAR 52.216-7(d)(5) requires the contractor to submit the completion voucher within 120 days after settlement of the final indirect cost rates covering the year in which the contract is physically complete, or longer if approved in writing by the contracting officer. However, prior to submitting the completion voucher, DCAA must have completed an audit of the contractor's incurred costs relating to the contract. Within six months after the end of each of its fiscal years for estimating, accumulating, and reporting contract costs, the contractor shall submit to the contracting officer and to the cognizant DCAA office, a proposed final incurred cost proposal for the period (reference FAR 52.216-7(d)(2)(i)). It should be based on the actual cost experienced during that period and submitted with supporting cost data specifying the contracts and subcontracts to which the rates apply. A sample format of this submission is contained in Chapter 6 of this pamphlet.
- f. After the incurred cost proposal is submitted, the contractor's costs will be audited as soon as possible. Normally, a contract cannot be closed out unless the applicable costs have been audited. Therefore, the contractor should not prepare or submit the completion invoice until the DCAA audit of the contractor's fiscal years during which costs have been incurred under the contract has been completed.
- g. The SF 1034 that is submitted on the final voucher is identical to that for the interim voucher with a few exceptions. Refer to Information for Contractors, 5-303.2 Completion Voucher for the exceptions.

## Section H - Special Contract Requirements

### H-1 ORDERING PROCEDURES

The following ordering procedures apply to all orders issued under this contract. Any services to be furnished under this contract will be ordered by issuance of task orders. Orders shall be issued in accordance with FAR 52.216-18, 52.216-19 and 52.216-22. In addition:

1. Only an authorized Contracting Officer can issue a task order under this contract. No work will be performed and no payment will be made except as authorized by a task order.
2. All orders are subject to the terms and conditions of the base contract. In the event of conflict between an order and the contract, the contract will take precedence.
3. The Government contemplates award of Cost-Plus-Fixed Fee Task Orders under this contract.
4. All costs associated with preparation, presentation, and/or discussion/negotiation of the Contractor's order proposal shall not be directly charged to this contract or any order placed under this contract. The Contractor is responsible for determining the most appropriate method for recovering such costs based on its standard accounting practices.

### H-2 CONTRACT EFFECTIVE DATES

The Contract Base Period is an 8 month period starting 01 November 2010 through 30 June 2011.

Option Period I is a 1 (one) year period starting 01 July 2011 through 30 June 2012– if exercised.

Option Period II is a 1 (one) year period starting 01 July 2012 through 30 June 2013– if exercised.

Option Period III is a 1 (one) year period starting 01 July 2013 through 30 June 2014– if exercised.

Option Period IV is a 1 (one) year period starting 01 July 2014 through 30 June 2015– if exercised.

### H.3 CONTRACT POINTS OF CONTACT

1. Contracting Officer:

USA Medical Research Acquisition Activity  
Douglas M. Marr  
820 Chandler Street  
Fort Detrick, MD 21702-5014

Phone: 301-319-9855

Email: [Douglas.Marr@amedd.army.mil](mailto:Douglas.Marr@amedd.army.mil)

2. Contract Specialist

USA Medical Research Acquisition Activity  
Nicola Ohaegbu

820 Chandler Street  
Fort Detrick, MD 21702-5014

Phone: 301-619-8799  
Fax: 301-619-3002

Email: [Nicola.Ohaegbu@us.army.mil](mailto:Nicola.Ohaegbu@us.army.mil)

3. USA Medical Research Acquisition Activity - Ombudsman

USA Medical Research Acquisition Activity  
Robert D. Bishop  
820 Chandler Street  
Fort Detrick, MD 21702-5014

Phone: 301-619-2933  
Fax: 301-619-3002

Email: [robert.bishop@us.army.mil](mailto:robert.bishop@us.army.mil)

**H-4 AUTHORIZED ISSUING OFFICE**

U.S. Army Medical Research Acquisition Activity (USAMRAA) is the only office authorized to issue task orders against this contract. Task Orders will be placed either by email, fax or U.S. mail. No oral orders are authorized without approval from the Contracting Officer (KO) and must be followed with a written task order within 2 days

## 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<br>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<br>Transactions  | SEP 2007 |
| 52.204-4  | Printed or Copied Double-Sided on Recycled Paper   | AUG 2000 |
| 52.204-7  | Central Contractor Registration  | APR 2008 |
| 52.204-9  | Personal Identity Verification of Contractor Personnel   | SEP 2007 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment | SEP 2006 |
| 52.215-2  | Audit and Records--Negotiation   | JUN 1999 |
| 52.215-8  | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data   | OCT 1997 |
| 52.215-12 | Subcontractor Cost or Pricing Data   | 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<br>(PRB) Other than Pensions                                      | JUL 2005 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other<br>Than Cost or Pricing Data--Modifications                         | OCT 1997 |
| 52.216-7  | Allowable Cost And Payment   | DEC 2002 |
| 52.216-8  | Fixed Fee  | MAR 1997 |
| 52.219-8  | Utilization of Small Business Concerns   | MAY 2004 |
| 52.219-9  | Small Business Subcontracting Plan   | APR 2008 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan   | JAN 1999 |
| 52.222-3  | Convict Labor  | JUN 2003 |
| 52.222-21 | Prohibition Of Segregated Facilities   | FEB 1999 |
| 52.222-26 | Equal Opportunity  | MAR 2007 |
| 52.222-29 | Notification Of Visa Denial  | JUN 2003 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of<br>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<br>Of The Vietnam Era, and Other Eligible Veterans                   | SEP 2006 |
| 52.222-50 | Combating Trafficking in Persons   | AUG 2007 |
| 52.222-53 | Exemption from Application of the Service Contract Act to<br>Contracts for Certain Services--Requirements                      | NOV 2007 |
| 52.223-14 | Toxic Chemical Release Reporting   | AUG 2003 |
| 52.225-13 | Restrictions on Certain Foreign Purchases  | JUN 2008 |
| 52.226-1  | Utilization Of Indian Organizations And Indian-Owned<br>Economic Enterprises   | JUN 2000 |
| 52.227-1  | Authorization and Consent  | DEC 2007 |
| 52.228-5  | Insurance - Work On A Government Installation  | JAN 1997 |

|                    |  |          |
|--------------------|--|----------|
| 52.228-7           | Insurance--Liability To Third Persons  | MAR 1996 |
| 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 |
| 52.232-1           | Payments   | APR 1984 |
| 52.232-8           | Discounts For Prompt Payment   | FEB 2002 |
| 52.232-9           | Limitation On Withholding Of Payments  | APR 1984 |
| 52.232-11          | Extras   | APR 1984 |
| 52.232-17          | Interest   | OCT 2008 |
| 52.232-18          | Availability Of Funds  | APR 1984 |
| 52.232-20          | Limitation Of Cost   | APR 1984 |
| 52.232-22          | Limitation Of Funds  | APR 1984 |
| 52.232-23 Alt I    | Assignment of Claims (Jan 1986) - Alternate I  | APR 1984 |
| 52.232-25          | Prompt Payment   | OCT 2008 |
| 52.232-33          | Payment by Electronic Funds Transfer--Central Contractor<br>Registration                             | OCT 2003 |
| 52.233-1           | Disputes   | JUL 2002 |
| 52.233-3           | Protest After Award  | AUG 1996 |
| 52.233-3 Alt I     | Protest After Award (Aug 1996) - Alternate I   | JUN 1985 |
| 52.237-2           | Protection Of Government Buildings, Equipment, And<br>Vegetation                                     | APR 1984 |
| 52.237-3           | Continuity Of Services   | JAN 1991 |
| 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 Alt I     | Subcontracts (Jun 2007) - Alternate I  | JUN 2007 |
| 52.244-5           | Competition In Subcontracting  | DEC 1996 |
| 52.244-6           | Subcontracts for Commercial Items  | DEC 2008 |
| 52.245-1           | Government Property  | JUN 2007 |
| 52.245-9           | Use And Charges  | JUN 2007 |
| 52.246-25          | Limitation Of Liability--Services  | FEB 1997 |
| 52.247-63          | Preference For U.S. Flag Air Carriers  | JUN 2003 |
| 52.249-6           | Termination (Cost Reimbursement)   | MAY 2004 |
| 52.249-14          | Excusable Delays   | APR 1984 |
| 52.253-1           | Computer Generated Forms   | JAN 1991 |
| 252.201-7000       | Contracting Officer's Representative   | DEC 1991 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-<br>Contract-Related Felonies             | DEC 2008 |
| 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 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders  | DEC 1991 |
| 252.209-7001       | Disclosure of Ownership or Control by the Government of a<br>Terrorist Country                       | OCT 2006 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By<br>The Government of a Terrorist Country   | DEC 2006 |
| 252.211-7007       | Reporting of Government-Furnished Equipment in the DoD<br>Item Unique Identification (IUID) Registry | NOV 2008 |
| 252.215-7000       | Pricing Adjustments  | DEC 1991 |
| 252.219-7003       | Small Business Subcontracting Plan (DOD Contracts)   | APR 2007 |
| 252.225-7001       | Buy American Act And Balance Of Payments Program   | JUN 2005 |
| 252.225-7002       | Qualifying Country Sources As Subcontractors   | APR 2003 |

|              |  |          |
|--------------|--|----------|
| 252.225-7012 | Preference For Certain Domestic Commodities  | DEC 2008 |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors<br>Outside the United States                                   | MAR 2006 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned<br>Economic Enterprises, and Native Hawaiian Small Business<br>Concerns | SEP 2004 |
| 252.231-7000 | Supplemental Cost Principles   | DEC 1991 |
| 252.232-7010 | Levies on Contract Payments  | DEC 2006 |
| 252.239-7001 | Information Assurance Contractor Training and Certification  | JAN 2008 |
| 252.242-7004 | Material Management And Accounting System  | NOV 2005 |
| 252.243-7001 | Pricing Of Contract Modifications  | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment  | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial<br>Components (DoD Contracts)   | JAN 2007 |
| 252.246-7003 | Notification of Potential Safety Issues  | JAN 2007 |
| 252.247-7023 | Transportation of Supplies by Sea  | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea  | MAR 2000 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

##### 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)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 November 2010 through 30 June 2015.

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

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

(End of clause)

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$15,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$6,000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 work days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 months.

(End of clause)

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

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 5 years.

(End of clause)

#### 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be

considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

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

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

(End of clause)

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

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

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

<http://www.armet.gov/far/>

<http://farsite.hill.af.mil/vffara.htm>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

<http://farsite.hill.af.mil/VFDFARA.HTM>

(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 Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

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

The representations, certifications, and other statements submitted by the contractor, dated to be completed upon award, are incorporated herein by reference.

#### **GOOD LABORATORY PRACTICES (DEC 2006) (USAMRAA)**

The conduct of studies on investigational new drugs or devices shall comply with the GOOD LABORATORY PRACTICE (GLP) FOR NONCLINICAL LABORATORY STUDIES regulations 21 CFR 58. The contractor shall notify the Administrative Contracting Officer by telephone immediately upon announcement by a representative of the Food and Drug Administration (FDA) of an inspection of studies performed under this contract. In addition to the FDA representative, the Contracting Officer's Representative (COR) shall have access to the contractor's records and specimens. With reference to paragraph 58.195(h) of the GLP regulations, the contractor shall notify the COR in writing in addition to the FDA, should the contractor go out of business and/or transfer the records during the periods prescribed in paragraph 58.195. On expiration or termination of the contract, the contractor shall notify the COR of any remaining unused test articles.

#### **INVESTIGATING AND REPORTING POSSIBLE SCIENTIFIC MISCONDUCT (MAR 1999) (USAMRAA)**

a. "Misconduct" or "Misconduct in Science" is defined as fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.

b. Contractors shall foster a research environment that prevents misconduct in all research and that deals forthrightly with possible misconduct associated with research for which U.S. Army Medical Research and Materiel Command funds have been provided or requested.

c. The contractor agrees to:

- (1) Establish and keep current an administrative process to review, investigate, and report allegations of misconduct in science in connection with research conducted by the contractor;
- (2) Comply with its own administrative process;
- (3) Inform its scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures;
- (4) Take immediate and appropriate action as soon as misconduct on the part of employees or persons within the organization's control is suspected or alleged; and
- (5) Report to the Administrative Contracting Officer (ACO) a decision to initiate an investigation into possible scientific misconduct.

d. The contractor is responsible for notifying the ACO of appropriate action taken if at any stage of an inquiry or investigation any of the following conditions exist:

- (1) An immediate health hazard is involved;
- (2) There is an immediate need to protect Federal funds or equipment;
- (3) A probability exists that the alleged incident will be reported publicly; or
- (4) There is a reasonable indication of possible criminal violation.

#### **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.

## Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT LIST

| <u>DOCUMENT TYPE</u> | <u>DESCRIPTION</u>             | <u>PAGES</u> |
|----------------------|--------------------------------|--------------|
| Attachment 1         | Task Order #1                  | 2 Pages      |
| Attachment 2         | Task Order #2                  | 2 Pages      |
| Attachment 3         | Task Order #3                  | 2 Pages      |
| Attachment 4         | Labor Hour Categories          | 4 Pages      |
| Attachment 5         | Past Performance References    | 1 Page       |
| Attachment 6         | Past Performance Questionnaire | 3 Pages      |

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

|              |   |          |
|--------------|---|----------|
| 52.203-11    | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions               | SEP 2007 |
| 52.204-6     | Data Universal Numbering System (DUNS) Number   | APR 2008 |
| 52.222-38    | Compliance With Veterans' Employment Reporting Requirements   | DEC 2001 |
| 52.222-52    | Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification | NOV 2007 |
| 52.225-18    | Place of Manufacture  | SEP 2006 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country                             | OCT 2006 |
| 252.225-7000 | Buy American Act--Balance Of Payments Program Certificate   | JUN 2005 |
| 252.225-7031 | Secondary Arab Boycott Of Israel  | JUN 2005 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

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

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

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

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

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

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

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

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

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

\_\_\_ Foreign government;

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

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

(f) Common parent.

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

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

Name-----

TIN-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

(2) The small business size standard is \$6.5M.

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

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

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

Paragraph (c) applies.

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

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

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

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

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

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

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(2) The small business size standard is \$6.5M.

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

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

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) Representations.

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

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

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

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

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

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(3) For long-term contracts--

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

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

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

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

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

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541990- assigned to contract number W81XWH-10-R-0036.

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

(End of clause)

#### 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

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

The offeror represents that --

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

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

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

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

## 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

## I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

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

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

(b) Evaluation. The Government--

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

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

(Line Item Number) (Country of Origin)

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

(Line Item Number) (Country of Origin)

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

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

(End of provision)

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

### SUBMISSION INSTRUCTIONS

#### **L.1. Proposal General Information**

This is a new requirement. There is not an incumbent contractor. The Government's total estimated cost is \$98,000,000.00 for an 8 month base period and 4 one year option periods.

This is a full and open competitive acquisition for the award of a non-personnel services Cost Plus Fixed Fee (CPFF) Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. Award will be made to the best overall proposal, which is determined to be the most beneficial to the Government. This will be accomplished using the best value approach of subjectively evaluating non-priced factors, analyzing price, and possibly selecting for award other than the lowest-priced offer utilizing the trade-off process.

The Government intends to evaluate proposals and award a contract without discussions with Offerors, except clarifications. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary; the Contracting Offer will provide proposal revision instructions to the Offeror, as required. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. All proposals shall be subject to evaluation by a team of Government personnel who will evaluate only one proposal from each prime Offeror.

#### Contract Specialist

The Contract Specialist (CS) is the point of contact for this acquisition. Any questions or concerns regarding this acquisition shall be submitted electronically via e-mail to [nicola.ohaegbu@us.army.mil](mailto:nicola.ohaegbu@us.army.mil) alternate [kristen.trump@us.army.mil](mailto:kristen.trump@us.army.mil).

#### **L.2. Proposal Submission**

Offerors shall submit their proposal in accordance with the instructions outlined in Section L of the RFP. Failure to submit all documents concurrently and in accordance with the instructions outlined in Section L may render a proposal NON-RESPONSIVE.

Proposals shall be in 12-point Times New Roman font with margins no smaller than 1" on the top, bottom, and sides.

1. Submission of Questions: Offerors will be instructed to submit questions or comments regarding this solicitation no later than Tuesday, 17 August 2010 at 2:00 PM Eastern Time to the Contract Specialist and Contracting Officer. The Government will answer all relevant and appropriate questions regarding this solicitation. Offerors shall **submit one set** of questions only; multiple emails will not be accepted. Questions not submitted electronically will not be answered. Answers to all relevant and appropriate questions will be issued via amendment to the solicitation.

2. Submission of Proposals: Each section shall be separate and complete, so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the others.

a. Electronic Format Submission

The Offeror shall provide:

Two (2) compact discs (CD's) containing its complete proposal, including all technical and cost data. The CDs shall be clearly labeled with: Offeror's name, solicitation number, and date.

Three (3) CD's containing only the Non-Cost Proposal as stated for Volume III.

Volume I and Volume III must be submitted in **BOTH** Microsoft Office format and Adobe Acrobat .pdf. Specifically, in the Cost Volume (Volume II) the fully burdened labor rates and cost buildup sections must be submitted in **BOTH** Microsoft EXCEL and Adobe Acrobat .pdf formats.

Failure to provide copies of the proposal in the acceptable formats may render a proposal non-responsive.

b. **Hardcopy Submission**

The Offeror shall provide five (5) hardcopies of its complete proposal, including all technical and cost data submitted in the proposal. The volume of each proposal shall be contained in a separate three-ring binder with appropriate identification.

Proposals shall be submitted to the following address:

Director  
US Army Medical Research Acquisition Activity  
ATTN: MCMR-AAA-W (Ms. Ohaegbu)  
820 Chandler Street  
Fort Detrick, MD 21702-5014

**All packages must be clearly marked with the Solicitation Number. No proposal received by FAX or email will be accepted.**

- c. Offerors are referred to FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, for general instructions on: submission, modification, revision and withdrawal of proposals; late proposals and revisions; offer expiration date; restrictions on disclosure and use of data; and contract award.
- d. Evaluation of Proposals: The Government will evaluate proposals in accordance with the evaluation criteria set forth in RFP W81XWH-10-R-0036.
- e. An offeror's proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.
- f. It is understood that the offeror's proposal will become part of the official contract file.

3. Proposal Contents: Proposals shall be clear, specific, complete, and concise, presenting complete effective methods and approaches for satisfying the RFP's requirements. Content shall be indexed (cross-indexed, as appropriate) and logically assembled. The Government will evaluate **only one** proposal from each prime Offeror.

Offerors shall submit proposals in three parts no later than Monday, 20 September 2010 at 2: 00 PM Eastern Time.

**Volume I – Cover Letter and Executed RFP Documents**

In Volume I, the Offeror shall complete and include all certifications required by the solicitation. This volume shall include the following:

- a) Company cover letter

b) Standard Form 33 – Solicitation, Offeror, and Award, with blocks 12 – 18 completed by the Offeror.

c) Executed RFP documents (Section K Representations, Certifications and Other Statements of Offerors)

**Volume II - Cost Proposal and Labor Category Pricing**

RFP Section B — Supplies or Services and Costs, with the offeror’s proposed contract line item costs inserted in the appropriate spaces. Each Offeror should propose CPFF (Items 0001 through 4002) in Section B.

Cost information shall be included in the Cost Proposal Volume II **only** and shall not be discussed or exhibited in any other part of the Offeror’s proposal.

Offerors shall demonstrate they have the necessary financial capacity to perform this contract without assistance from any outside sources.

The Offeror shall provide unburdened hourly rates for the labor categories listed in Attachment #4. Contractor shall provide unburdened labor rates for the 8 month base period and 4 one year option periods. The list of labor categories and hourly rates will be used as the base line for future Task Orders. As the need arises, additional labor categories will be negotiated and incorporated into the list.

The Offeror shall provide a statement of the methodology and assumptions utilized as the basis for estimating costs. Offerors shall address at a minimum all escalation factors applied to base costs, the basis for estimating labor utilization and the calculation of the hourly labor rate, the basis and rate calculations of all indirect cost factors to include historical and audited rates.

In addition, provide information regarding your accounting system and your ability to support Government cost-type contracts. Provide previous DCAA reports on adequacy, etc. Please note: prior to award, a preaward survey of the contractor’s accounting system may be performed to determine that their accounting system is capable of adequately reporting costs on a cost-type Government contract. Information regarding preaward surveys of prospective contractor’s accounting systems can be found at [www.dcaa.mil](http://www.dcaa.mil) under publications, Information for Contractors Pamphlet.

**Volume III - Non-Cost Proposal**

This volume shall include five (5) sections, as follows:

| <u>Sub-section</u>                                   | <u>Page Limitation</u>    |
|--|---------------------------|
| Tab a) Executive Summary/Abstract - - - - -          | 1 Page                    |
| Tab b) Technical/Scientific Approach - - - - -       | 40 Pages                  |
| Tab c) Management Approach - - - - -                 | 30 Pages                  |
| Tab d) Past Performance - - - - -                    | No Limit (3-5 References) |
| Tab e) Subcontracting Plan (if applicable) - - - - - | No Limit                  |

The Government will not consider pages submitted in excess of the stated page limitations. Tabs, table of content, resumes and letters of intent will not be counted against any page limits stated within the RFP.

4. Quality Control Plan (QCP): Offerors shall provide their proposed QCP in the Management Approach – the QCP is included in the Management Approach 30 page limit.

## CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.204-6  | Data Universal Numbering System (DUNS) Number            | APR 2008 |
| 52.214-34 | Submission Of Offers In The English Language             | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency                    | APR 1991 |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | FEB 1999 |
| 52.222-46 | Evaluation Of Compensation For Professional Employees    | FEB 1993 |
| 52.237-10 | Identification of Uncompensated Overtime                 | OCT 1997 |

## 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)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Medical Research Acquisition Activity  
820 Chandler Street  
Fort Detrick, MD 21702-5014

Attn: Douglas Marr  
[Douglas.Marr@amedd.army.mil](mailto:Douglas.Marr@amedd.army.mil)

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

(End of provision)

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

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

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

<http://www.armet.gov/far/>

<http://farsite.hill.af.mil/vffara.htm>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of provision)

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

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

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

(End of provision)

## Section M - Evaluation Factors for Award

### BASIS FOR AWARD

#### **M.1. Basis for Award**

1. One award will be made based on the best overall value proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the following evaluation factors: Technical/Scientific Approach, Management Approach, Past Performance, and Cost. Non-Cost Evaluation factors are listed in descending order of importance. The Non-Cost factors combined are significantly more important than the cost factor: however, as the collective Non-Cost factors begin to reach equivalency in the evaluation the cost factor becomes more important in the trade-off analysis. On the rare occasion that no relevant past performance exists within the offeror's organization or for whom information on past performance is unavailable, the Offeror will not be evaluated favorably or unfavorably on past performance but will be treated as a Neutral performance risk. If any of the above Non-Cost factors receives an individual rating of "unacceptable", the offeror's proposal will be deemed unacceptable. Only proposals receiving at least a rating of "acceptable" or higher will be considered for award. Proposals that are unrealistic in terms of Non-Cost Factors will be deemed reflective of an inherent lack of technical competence or indicative of the offeror's failure to comprehend the complexity and risks of the contract requirements and may be grounds for rejection of the proposal. Offerors are cautioned that the award may not necessarily be made to the lowest-cost Offeror.

2. The Government reserves the right to:

- (a) Reject any or all proposals.
- (b) Award no contract at all depending on the quality of the proposal(s) submitted and the availability of funds.
- (c) Award to other than the lowest-cost Offeror.
- (d) Waive informalities and minor irregularities in offers received.
- (e) Award a contract without discussions.

3. Each initial offer should contain the offeror's best terms from a Non-Cost and cost standpoint.

### FACTORS TO BE EVALUATED

1. Technical/Scientific Approach
2. Management Approach
3. Past Performance
4. Cost

#### **M.2. Technical Evaluation Factors**

The Government intends to evaluate proposals and award a contract without discussions with Offerors, except for clarifications. Should the Government determine that discussions are necessary, the Contracting Officer will provide proposal revision instructions to the Offeror, as required. Therefore, initial proposal should contain the Offeror's best terms from a cost and technical standpoint. All proposals shall be subject to evaluation by a team of Government personnel who will evaluate only one proposal from each prime Offeror.

Factor 1. Technical/Scientific Approach:

The Offeror shall define a technical approach that conveys its capabilities, technical expertise, tools, techniques, strategies, and methodologies to be applied to the functional areas. The proposal must indicate a thorough understanding of the Performance Work Statement (PWS) and provide a comprehensive approach as to how tasks will be accomplished. Proposal shall include:

- Outside the Continental United States (OCONUS) Experience: The proposal will be evaluated on the scope and complexity of operations OCONUS in lesser developed, or developing nations, degree of interaction with host nation medical/public health/educational/defense organizations such as ministry of health, ministry of defense, ministry of education, national universities or non-governmental organizations (NGOs), private voluntary organizations (PVOs), or other non-governmental organizations operating OCONUS.
- Lab-Based Experience: The proposal will be evaluated for evidence of experience supporting military medical research laboratories to include the Continental United States (CONUS) and OCONUS sites, accredited laboratories and highly specialized and regulated laboratories.
- Task Orders: The solicitation will include three sample Task Orders which are a representation of the requirements which could be awarded under this IDIQ Contract. The offeror's will propose a methodology and cost for each of the sample Task Orders.

The offeror's response to the Task Orders will be evaluated for the following:

- Understanding of Requirements: The proposal will be evaluated to determine if the Offeror has a clear and complete understanding of the Task Order statements of work and if the Offeror provides a realistic and logical technical approach and plan of performance for the Task Orders. The proposal will be evaluated to determine if appropriate and qualified personnel are proposed for each Task Order. The proposed man-hours will be evaluated for reasonableness and to determine if the labor categories and description of other related direct costs (travel, lodging, per diem, auto rental, etc.) are sufficiently substantiated. The estimates will reflect an understanding of the effort required to successfully complete the effort reflected in each of the Task Orders.
- Feasibility of Approach: The proposal will be evaluated based upon the extent to which successful performance is contingent upon proven methods and techniques, and the extent to which the offeror's methods and approach to the Task Orders are expected to result in successful completion of the proposed tasks and technical requirements within the required schedule.
- Completeness: The proposal will be evaluated based upon the extent to which requirements have been considered, defined and satisfied, rating each proposal strictly in accordance with its content as presented in the Offeror's proposal for the Task Orders. Evaluators will not assume that the Offeror's performance will include any effort not specified in its proposal.

Factor 2. Management Approach:

This section shall identify the Offeror's understanding, approach, methods, ability to satisfy the requirements of the solicitation and shall be logically organized. The Offeror must present a comprehensive plan that supports the requirements of this solicitation. Offerors must clearly delineate the line of authority associated with the proposed organization and its ability to plan, organize, and use resources in a coordinated and timely manner in order to achieve technical requirements and control costs. Specifically, this section must include a Quality Control Plan (QCP). Proposal shall include:

- Overall Approach: The Government will evaluate the degree to which the Offeror's methodologies, processes and capabilities reflect an ability to efficiently and effectively manage the contract, and implement and execute Task Orders. This section shall include the evaluation of requirements support, resource management, Task Order implementation process, and human resources development to the degree in which the Offeror demonstrates the ability to control, coordinate, and direct performance requirements, organize and manage resources that will achieve technical requirements, and retain and attract a quality staff and support development structure.
- Subcontract Approach and Expertise: The Offeror shall be evaluated for demonstrated expertise and capability to manage/administer subcontractors, including procedures used and successes in subcontracting efforts during the past three years. Any subcontracting arrangements contemplated by the Offeror must be presented to the Government in detail in a Subcontracting Plan. The Subcontracting Plan shall be included as a part of the proposal. The plan shall disclose the subcontractor's tasks and be presented in enough detail to allow the Government to determine how much subcontracting the Offeror contemplates. Also, goals in terms of what percentages are forecast on subcontracting with different socioeconomic small businesses should be provided.

### Factor 3. Past Performance:

Offerors shall provide documentation showing the degree of relevancy and success in past performance efforts for the past 5 years of similar scope, size, complexity, and subject matter in accordance with the solicitation. The offeror's record of past performance information will be used to assess the relative risk associated with the proposal and the probability of successful accomplishment of the required effort.

- The Offeror will be evaluated based on the narrative description of the number and type of contract work performed similar in scope and complexity to the requirements of this solicitation. Offeror shall provide a brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is similar in magnitude and scope, a rationale must be provided to demonstrate that it is comparable. Projects completed or in progress described in the narrative will be evaluated for scope and degree of support to DOD, other federal agencies, or other comparable international organizations.
- Offerors shall describe problems encountered in the performance of similar services and describe how the problems was/were resolved.
- A minimum of three (3), not to exceed five (5) past performance questionnaires shall be provided. At least one of the references must involve support of a military medical research program, and one which includes support of OCONUS operations
- Each Offeror will be required to forward a copy of the Past Performance Questionnaire to references of their choice for completion. The questionnaire shall then be returned directly to the Contract Specialist by the selected references prior to the closing date and time of the solicitation. This information will be used to assess the relevancy of performance risk involved in accepting each offeror's proposal.
- Offerors are advised that in evaluating past performance, the Government may use data provided by the Offeror, from the Past Performance Questionnaire, and data obtained from other sources. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the Offerors.

- On the rare occasion that no relevant past performance exists within the offeror's organization or for whom information on past performance is unavailable, the Offeror will not be evaluated favorably or unfavorably on past performance but will be treated as a neutral performance risk.

#### Factor 4. Cost:

Cost will be evaluated based on the sample Task Order proposal costs, the unburdened labor rates and the application of all indirect rates (i.e., fringe, overhead, G&A and profit).

Cost realism will be evaluated to ensure the proposed sample Task Order costs reflect a clear understanding of the work and skills required for Task Order performance. The Government will evaluate the cost realism of the offeror's proposed costs in relation to the offeror's specific technical approach.

The Government will utilize the Defense Contract Audit Agency (DCAA) to assist in the acceptability evaluation of the proposed cost, the Offeror's accounting system, and financial capability. The Government will utilize weighted guidelines to analyze the Offeror's profit or fee to determine if it is reasonable in light of the associated risk.

Offerors will be placed on notice that any proposals that are unrealistic in terms of Non-Cost factors commitment or unrealistically low in cost(s) will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal.

Although cost will not be a consideration for the SSEB to evaluate, the cost of each proposal will be evaluated by the Contract Specialist and the Contracting Officer and evaluations will be shared with the SSEB after evaluations are completed.

Cost will not receive an adjectival rating. However, if proposal evaluations result in findings that Offerors are essentially rated equally in non-cost factors, cost could become a determining factor based upon an assessment of cost realism and fee/profit.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

ATTACHMENT #1

## TASK ORDER #1

**Example of a Task Order for a Staffing Requirement****Chemical Synthesis of New Potential Antimalarial Agents for Biological and Toxicological Studies**

## SUMMARY

The primary job responsibilities of the position are to conduct chemical synthesis of new potential antimalarial agents for biological and toxicological studies, write progress report and submit manuscripts for publication. The candidate shall have a Ph.D in medicinal and/or organic chemistry from an accredited university.

**LOCATION:** The work will be performed at Walter Reed Army Institute of Research, 503 Robert Grant Ave., Silver Spring, MD 20910.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Optimize an active antimalarial lead compound by design and synthesis of a large numbers of new analogs employing new synthetic methodologies.
- Synthesize and characterize a series of heterocyclic compounds as potential antimalarials, employing modern instrumentation, including but not limited to flash column, microwave synthesizer, Nuclear Magnetic Resonance (NMR), Infrared Spectroscopy (IR), and Liquid Chromatography/Mass Spectroscopy (LC/MS).
- Analyze biological screening results, tabulate results, and graphically represent the data to facilitate the formulation of conclusion for further design and synthesis of new compounds with optimal activity.
- Prepare detailed report on the procedures follow suitable format for publication in the Journal of Medicinal Chemistry or Journal of Organic Chemistry and for patent disclosure if applicable.

**QUALIFICATIONS**

Candidate shall have a Ph.D in medicinal and/or organic chemistry from an accredited university and have extensive hands-on experience with synthesis of novel heterocyclic compounds, peptidomimetic agents, and have published scientific papers in the recognized medicinal chemistry and/or chemistry journals.

**KNOWLEDGE, SKILLS & ABILITIES (KSA's) REQUIRED****Knowledge of:**

Mastery of chemical principles, theories, practices, and established methodologies sufficient to perform the full range of duties involved in the synthesis and structure proof of new chemical intended for biological testing and drug development. Knowledge of antimalarial drug discovery is preferred.

**Skill in:**

- Inert-handling techniques, medium-scale (up to 100grams) reactions.
- FT-IR, UV-VIS, NMR, GCMS, HPLC (chiral columns chiracel OD and chiracel OJ, Diacel, Japan), LCMS techniques.
- Organic separations using traditional and modern techniques (analytical and preparative HPLC).
- Computer Skills/Database: MS office, ChemDraw, ISIS Draw, Adobe photoshop, SciFinder Sholar, Beilstein/Gmelin via Crossfire, Pub Med, *web* of Science etc

**Ability to:**

1. Exercise good judgment in safeguarding confidential or sensitive information and adhere to high standards of confidentiality and honesty.
2. Plan, organize, prioritize and perform multiple tasks to perform job functions in an orderly, efficient manner.
3. Work independently with minimal supervision.
4. Able to communicate clearly and effectively, whether orally or in writing.
5. Analyze problems and recommend solutions.
6. Initiate or modify behavior to accomplish tasks in spite of environmental factors, priorities, or problems that might not be well defined or that are subject to change.
7. Understand nature and intent of instructions and grasp new routines or procedures quickly.

**WORKING CONDITIONS/PHYSICAL REQUIREMENTS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions of the job. Organic chemistry laboratory setting.

1. Work hours will be Monday – Friday 8:00 a.m. – 5:00 p.m.
2. Requires prolonged standing in the laboratory and a limited amount of travel.

**WORK ENVIRONMENT**

The work involves regular and recurring exposure to laboratory and research chemicals. Special safety precautions are required and the chemist uses protective equipment and clothing.

Work defined by this task order must be completed within 12 months of the task order award.

ATTACHMENT #2

## TASK ORDER #2

**Example of a Task Order for a Staffing Requirement****Information Management/Information Technology Professional**

## SUMMARY

Using a newly acquired data analysis and reporting tool (Pipeline Pilot), Develop web interfaces to support on-going research projects. This includes the ability to do both canned and ad-hoc queries to retrieve project information from a relational database, and the generation of pre-defined output and reports.

**LOCATION:** The work will be performed at Walter Reed Army Institute of Research, 503 Robert Grant Ave., Silver Spring, MD 20910.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Install, configure, and maintain a web-based content management system.  
This includes the following tasks: Create and maintain underlying MySQL database tables
  - Configure and maintain required disk storage
  - Work with end-users to organize information content
  - Provide training to users in system usage
- Develop a capability to serve all current electronic documents from a Division web site
- Using industry approved best security practices, expand existing Division web site to include user authentication, tracking, and support for off-site users. Additionally, using authentication scheme, manage user privileges and access to sensitive web site content.
- Using PHP, develop a web-based interface to allow ad-hoc queries and report generation from a legacy Chemical Information System
- Develop and maintain departmental web site for use in web development and beta testing

**QUALIFICATIONS**

Candidate must have at least a bachelors degree in Computer Scicence or related field from an accredited university.

**KNOWLEDGE, SKILLS AND ABILITIES (KSA'S) REQUIRED**

Must be proficient in HyperText Markup Language (HTML) programming, to include Extensible HyperText Markup Language (XHTML) and Cascading Style Sheets (CSS).

Candidate must also be proficient in Hypertext Preprocessor programming (PHP); My Structure Query Language (MySQL) database management and Apache web server. Candidate must also be familiar with Security, Perl or Java scripting.

**WORKING CONDITIONS/PHYSICAL REQUIREMENTS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions of the job. Organic chemistry laboratory setting.

1. Work hours will be Monday – Friday 8:00 a.m. – 5:00 p.m.
2. Requires prolonged standing in the laboratory and a limited amount of travel.

**WORK ENVIRONMENT**

The work involves regular and recurring exposure to laboratory and research chemicals. Special safety precautions are required and the chemist uses protective equipment and clothing.

Work defined by this task order must be completed within 18 months of the task order award.

ATTACHMENT #3

## TASK ORDER #3

**Examples of Task Orders to Support Requirements for OCONUS Laboratory and Clinical Trial Support**

## SUMMARY

The contractor will establish new and/ or support existing laboratory facilities in Thailand (and its subordinate field sites), Kenya, Uganda, Nigeria, Tanzania and other sites to be developed over the course of the contract, for the WRAIR's drug and vaccine testing programs as well as for its epidemiology and cohort development efforts. This will include but not be limited to: infrastructure development and staffing for three College of American Pathologist's accredited laboratories.

**LOCATION:** The work will be performed in Thailand, Kenya, Uganda, Nigeria, Tanzania and other field locations.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Contractor will ensure each laboratory facility will have cytometry, hematology and chemistry monitoring equipment necessary for accurate diagnosis, monitoring and follow up of patients participating in clinical trials.
- In support of phase 1 and 2 clinical trials the resources of these military labs will enable on-site staff to effectively provide laboratory services to approximately 30-40 patients per day.
- Development of protocols for quality assurance schemes and strengthening of networks and referral systems between the laboratories.
- Provide staffing for schedulers, nurses, technical staff, and training for approximately 30 laboratory workers in lab related activities, supporting peripheral laboratories to strengthen referral network for provision of laboratory services through the proposed Center of Excellence.
- Development and support of regulated IMIT tools for the collection of samples and linked relational data bases.
- Provision of primary specimen repositories on site and for shipment of materials to CONUS laboratories.
- Provision of quarters for scientists and visiting scientists supporting clinical studies.
- Development of improved tools and models for collecting, analyzing and disseminating disease specific and biological surveillance and monitoring information; facility surveys; other monitoring and health management information systems; assisting countries to establish and/or strengthen such systems; targeted program evaluations (including operations research); developing and disseminating best practices to improve program efficiency and effectiveness; planning/evaluating clinical and laboratory operations; analysis and quality assurance of demographic and health data related to clinical trials; Related training, supplies and equipment are included.
- Development of a basic data system for documentation of individual patient data collection, analysis with provision of the necessary data automation computerized system and other communication equipment required for electronic entry of patient-specific data.

**QUALIFICATIONS for Staffing**

Staffing requirements may include but are not limited to laboratory and clinical trial management and technical support such as: 1 Program Manager; 2 technical advisors providing mainly clinical support in treatment program areas; 1 accountant; and 1 technical advisor/ program, and 1 support administrator, 5 staff providing necessary administrative, logistical, and IT support, 4 nurses.

**KNOWLEDGE, SKILLS & ABILITIES (KSA's) REQUIRED**

The contractor will need to provide a wide range of staffing for this requirement but it is important to note that staffing is only one component of this requirement. Facilities and equipment are equally important components of this task order.

**Knowledge, skills and abilities include:**

Appropriate medical degrees and licensure for physicians, nurses and primary clinical staff.

Appropriate graduate and postdoctoral training for clinical research personnel.  
Appropriate undergraduate degrees for research laboratory staff and information technologists.  
Ability to work in a third world setting for extended periods of time.

**WORKING CONDITIONS/PHYSICAL REQUIREMENTS**

This is an OCONUS assignment requiring that staff live and work in third world country settings.

**WORK ENVIRONMENT**

These assignments will require the individuals hired to live and work in third world settings for extended periods of time.

ATTACHMENT #4LABOR HOUR CATEGORIES

| <b>Position</b>                 | <b>Position Type</b> | <b>Education Requirement</b> | <b>Minimum Years of Experience Required</b> |
|---------------------------------|----------------------|------------------------------|---|
| Administrative Assistant 1      | Administrative       | Bachelor's                   | 0   |
| Administrative Assistant 2      | Administrative       | Bachelor's                   | 2   |
| Administrative Assistant 3      | Administrative       | Bachelor's                   | 4   |
| Administrative Assistant 4      | Administrative       | Bachelor's                   | 6   |
| Administrative Assistant 5      | Administrative       | Bachelor's                   | 8   |
| Administrative Assistant 6      | Administrative       | Bachelor's                   | 10  |
| Administrative Assistant 7      | Administrative       | Masters Degree               | 0   |
| Administrative Assistant 8      | Administrative       | Masters Degree               | 3   |
| Administrative Assistant 9      | Administrative       | Masters Degree               | 5   |
| Animal Technician 1             | Technical            | Bachelor's                   | 0   |
| Animal Technician 2             | Technical            | Bachelor's                   | 2   |
| Clerical Assistant 1            | Administrative       | Bachelor's                   | 0   |
| Clerical Assistant 2            | Administrative       | Bachelor's                   | 2   |
| Clerical Assistant 3            | Administrative       | Bachelor's                   | 5   |
| Clinical Research Associate     | Technical            | Doctoral                     | 2   |
| Data Entry Clerk 1              | Administrative       | Bachelor's                   | 0   |
| Data Entry Clerk 2              | Administrative       | Bachelor's                   | 2   |
| Data Entry Clerk 3              | Administrative       | Bachelor's                   | 4   |
| Data Entry Clerk 4              | Administrative       | Bachelor's                   | 6   |
| Data Input & File Administratr  | Administrative       | Bachelor's                   | 2   |
| Database Manager                | Technical            | Bachelor's                   | 4   |
| Genomics Lab Investigator       | Technical            | Doctoral                     | 3   |
| Immunologist1                   | Technical            | Doctoral                     | 0   |
| Immunologist 2                  | Technical            | Doctoral                     | 2   |
| Immunologist 3                  | Technical            | Doctoral                     | 4   |
| Immunologist, Cellular 1        | Technical            | Doctoral                     | 0   |
| Immunologist, Cellular 2        | Technical            | Doctoral                     | 2   |
| Immunologist, Cellular 3        | Technical            | Doctoral                     | 4   |
| Infectious Disease Specialist 1 | Technical            | Doctoral                     | 2   |
| Infectious Disease Specialist 2 | Technical            | Doctoral                     | 4   |
| Infectious Disease Specialist 3 | Technical            | Doctoral                     | 6   |
| Infectious Disease Specialist 4 | Technical            | Doctoral                     | 8   |
| Lab Research Technician         | Technical            | Bachelor's                   | 0   |
| Lab Supervisor/Sr Technologist  | Technical            | Masters Degree               | 2   |
| Medical Technician 1            | Technical            | Bachelor's                   | 0   |
| Medical Technician 2            | Technical            | Bachelor's                   | 2   |
| Medical Technician 3            | Technical            | Bachelor's                   | 4   |

|                                  |               |                |   |
|----------------------------------|---------------|----------------|---|
| Medical Technician 4             | Technical     | Bachelor's     | 6 |
| Medicinal Chemist 1              | Technical     | Doctoral       | 0 |
| Ment Hlth Res Sci                | Technical     | Doctoral       | 4 |
| Mental Health Research Assist    | Technical     | Bachelor's     | 0 |
| Mental Health Research Assoc     | Technical     | Masters Degree | 2 |
| Mental Health Research Assoc.    | Technical     | Bachelor's     | 0 |
| Mental Health Research Assist    | Technical     | Masters Degree | 2 |
| Microbiologist 1                 | Technical     | Masters Degree | 2 |
| Microbiologist 2                 | Technical     | Masters Degree | 4 |
| Microbiologist 3                 | Technical     | Doctoral       | 0 |
| Microbiologist 4                 | Technical     | Doctoral       | 2 |
| Microbiologist 5                 | Technical     | Doctoral       | 4 |
| Microbiologist 6                 | Technical     | Doctoral       | 6 |
| Molecular Bio. Research Assoc.1  | Technical     | Masters Degree | 0 |
| Molecular Bio. Research Assoc. 2 | Technical     | Masters Degree | 2 |
| Molecular Biologist              | Technical     | Doctoral       | 2 |
| Molecular Detect/Diag. Tech      | Technical     | Bachelor's     | 2 |
| Molecular Diagnostics Assoc.     | Technical     | Masters Degree | 2 |
| Natural Products Technician      | Technical     | Bachelor's     | 2 |
| Physician                        | Technical     | Doctoral       | 2 |
| Physician                        | Technical     | Doctoral       | 4 |
|                                  | PMP           |                |   |
| Program Manager                  | Certification | Masters Degree | 8 |
| Research Assistant 1             | Technical     | Bachelor's     | 0 |
| Research Assistant 2             | Technical     | Bachelor's     | 2 |
| Research Assistant 3             | Technical     | Bachelor's     | 4 |
| Research Assistant 4             | Technical     | Masters Degree | 0 |
| Research Assistant 5             | Technical     | Masters Degree | 2 |
| Research Associate 1             | Technical     | Masters Degree | 4 |
| Research Associate 2             | Technical     | Masters Degree | 6 |
| Research Associate 3             | Technical     | Masters Degree | 8 |
| Research Associate 4             | Technical     | Doctoral       | 2 |
| Research Associate 5             | Technical     | Doctoral       | 4 |
| Research Microbiologist 1        | Technical     | Doctoral       | 0 |
| Research Microbiologist 2        | Technical     | Doctoral       | 2 |
| Research Microbiologist 3        | Technical     | Doctoral       | 4 |
| Research Public Health Entomol   | Technical     | Doctoral       | 3 |
| Research Scientist 1             | Technical     | Doctoral       | 3 |
| Research Scientist 2             | Technical     | Doctoral       | 5 |
| Research Scientist 3             | Technical     | Doctoral       | 7 |
| Research Technician 1            | Technical     | Bachelor's     | 0 |
| Research Technician 2            | Technical     | Bachelor's     | 2 |
| Research Technician 3            | Technical     | Bachelor's     | 4 |
| Research Technician 4            | Technical     | Bachelor's     | 6 |
| Research Technician 5            | Technical     | Bachelor's     | 8 |
| Research Technologist            | Technical     | Bachelor's     | 2 |
| Research Technologist Supervisor | Technical     | Masters Degree | 4 |
| Senior Immunologist 1            | Technical     | Doctoral       | 6 |

|                            |           |                |    |
|----------------------------|-----------|----------------|----|
| Senior Immunologist 2      | Technical | Doctoral       | 10 |
| Statistician 1             | Technical | Bachelor's     | 0  |
| Statistician 2             | Technical | Bachelor's     | 2  |
| Statistician 3             | Technical | Masters Degree | 0  |
| Statistician 4             | Technical | Masters Degree | 2  |
| Statistician 5             | Technical | Doctoral       | 0  |
| Statistician 6             | Technical | Doctoral       | 2  |
| Virologist 1               | Technical | Doctoral       | 0  |
| Virologist 2               | Technical | Doctoral       | 2  |
| Virologist 3               | Technical | Doctoral       | 4  |
| Virologist 4               | Technical | Doctoral       | 6  |
| Virology Technician 1      | Technical | Bachelor's     | 0  |
| Virology Technician 2      | Technical | Bachelor's     | 2  |
| Web Applications Developer | Technical | Bachelor's     | 3  |

ATTACHMENT #5

PAST PERFORMANCE REFERENCES

3. Contractor Name, Address & Phone:
  
4. Contract No.:
5. Contract Initiation Date:
6. Completion Date (Projected or Actual):
7. Contract Value (with Options): \$
8. Type of Contract:
9. Government Point of Contact Name, Phone & Email Address:
  
10. Description of Contract Requirements:

ATTACHMENT #6

Solicitation W81XWH-10-R-0036  
Attachment 6

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 **Solicitation No. W81XWH-10-R-0036** for Support of Military Research for the Soldier at WRAIR. The information you provide will be instrumental in allowing the Government to evaluate how well the contractor performed under your contract(s).

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

Thank you for your time and participation.

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

USAMRAA Form 74-R-E (FEB 2007)

PAST PERFORMANCE QUESTIONNAIRE

|  |  |  |  |                                      |                          |                          |                          |                          |                          |                          |                          |
|--|--|--|--|--------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| YOUR NAME & TITLE  |  |  |  | YOUR ORGANIZATIONAL ADDRESS          |                          |                          |                          |                          |                          |                          |                          |
| TEL NO.<br>FAX :   |  |  |  | E-MAIL:                              |                          |                          |                          |                          |                          |                          |                          |
| CONTRACTOR'S NAME & ADDRESS  |  |  |  | TITLE OR DESCRIPTION OF REQUIREMENT: |                          |                          |                          |                          |                          |                          |                          |
| CONTRACT NUMBER:   |  |  |  | CONTRACT VALUE (INCLUDING OPTIONS):  |                          |                          |                          |                          |                          |                          |                          |
| CONTRACT TYPE:<br><input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST + FEE<br><input type="checkbox"/> COMPETITIVE <input type="checkbox"/> NON-COMPETITIVE<br><input type="checkbox"/> SET-ASIDE<br><input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED |  |  |  | CONTRACT AWARD & COMPLETION DATE:    |                          |                          |                          |                          |                          |                          |                          |
| <b>PAST PERFORMANCE ELEMENT</b>  |  |  |  | <b>RATING</b>                        |                          |                          |                          |                          |                          |                          |                          |
|  |  |  |  | <b>1</b>                             | <b>2</b>                 | <b>3</b>                 | <b>4</b>                 | <b>5</b>                 | <b>6</b>                 | <b>NA</b>                |                          |
| 1. Contractor demonstrated a thorough understanding of technical requirements of the contract/task.  |  |  |  | <input type="checkbox"/>             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Comments:  |  |  |  |                                      |                          |                          |                          |                          |                          |                          |                          |
| 2. Contractor anticipated/identified and resolved problems effectively.  |  |  |  | <input type="checkbox"/>             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <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"/> | <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"/> | <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"/> | <input type="checkbox"/> |
| Comments:  |  |  |  |                                      |                          |                          |                          |                          |                          |                          |                          |

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PAST PERFORMANCE QUESTIONNAIRE

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

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

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