

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 94	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W81XWH-11-R-0031	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MADELINE WAHL		b. TELEPHONE NUMBER (No Collect Calls) (301) 619-9427		6. SOLICITATION ISSUE DATE 10-Jun-2011	
9. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014 TEL: FAX:		CODE W81XWH		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7M NAICS: 541990		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO USA MED RESEARCH MAT CMD TMED AND ADV TECH RSRCH CTR TATRC 504 SCOTT STREET FORT DETRICK MD 21702-5012 TEL: FAX:		CODE W90ERG		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

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

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

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

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section A - Solicitation/Contract Form

SOLICITATION SUMMARY

PROJECT TITLE: TATRC mCare Cell Phone Initiative

PERIOD OF PERFORMANCE:

Base Year: 7/1/11 thru 6/30/12
Option Year 1: 7/1/12 thru 6/30/13
Option Year 2: 7/1/13 thru 6/30/14
Option Year 3: 7/1/14 thru 6/30/15

OFFEROR'S NAME: _____

OFFEROR'S DUNS#: _____

SOLICITATION NUMBER: W81XWH-11-R-0031

PROPOSED TYPE OF AWARD: Firm Fixed-Price

PROPOSED AMOUNT: \$_____ (includes Base Year and Option Years)

Base Year:	CLIN 0001, mCare Support Services:	\$_____
	CLIN 0002, Other Direct Costs:	\$_____
	CLIN 0003, Contractor Manpower Reporting:	NSP
Option Year 1:	CLIN 1001, mCare Support Services:	\$_____
	CLIN 1002, Other Direct Costs:	\$_____
	CLIN 1003, Contractor Manpower Reporting:	NSP
Option Year 2:	CLIN 2001, mCare Support Services:	\$_____
	CLIN 2002, Other Direct Costs:	\$_____
	CLIN 2003, Contractor Manpower Reporting:	NSP
Option Year 3:	CLIN 3001, mCare Support Services:	\$_____
	CLIN 3002, Other Direct Costs:	\$_____
	CLIN 3003, Contractor Manpower Reporting:	NSP

CONTRACTING OFFICER: Laura N. Charles, 301-619-8392

CONTRACTING OFFICER'S REPRESENTATIVE (COR): Holly Pavliscsak, Holly.Pavliscsak@tatrc.org

PROJECT OFFICER: Francis McVeigh, Francis.McVeigh@tatrc.org

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE YR - Date of Award thru 30 Jun 2011</p> <p>FFP</p> <p>mCare Support Services Contractor</p> <p>shall provide support services in accordance with (IAW) the attached Performance Work Statement (PWS).</p> <p>FOB: Destination</p> <p>MILSTRIP: W23RYX10734021</p> <p>PURCHASE REQUEST NUMBER: W23RYX10734021</p>	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>BASE YR - ODC - TRAVEL AND TRAINING</p> <p>FFP</p> <p>All travel and training shall be approved by the Contracting Officer or their authorized representative. Travel shall be paid IAW the Joint Travel Regulations (JTR) and Federal Travel Regulation (FTR). All invoices shall be submitted with receipts to: USAMRAA.TAN@amedd.army.mil and cc: COR.</p> <p>FOB: Destination</p> <p>MILSTRIP: W23RYX10734022</p> <p>PURCHASE REQUEST NUMBER: W23RYX10734022</p>	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BASE YR - CONTRACTOR MANPOWER REPORT FFP	1	Each		
	<p>Input of the accounting for contract services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section C for specific reporting information. The Unit Identification Code (UIC) for the U.S. Army Medical Research and Materiel Command (USAMRMC) is W03JAA. The DODAAC for USAMRMC is W23RYX. Contractor Manpower Reporting is an annual 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. The Contractor shall provide evidence of compliance with the CMR requirement to the COR, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.</p> <p>FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	OPTION YR 1 - 1 Jul 12 thru 30 Jun 13 FFP mCare Support Services shall provide support services IAW the attached PWS. FOB: Destination MILSTRIP: W23RYX10734021	1	Each	Contractor	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Each		
OPTION	OPTION YR 1 - ODC - TRAVEL AND TRAINING				
	FFP				
	All travel and training shall be approved by the Contracting Officer or their authorized representative. Travel shall be paid IAW the JTR and FTR. All invoices shall be submitted with receipts to: USAMRAA.TAN@amedd.army.mil and cc: COR.				
	FOB: Destination				
	MILSTRIP: W23RYX10734022				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Each		
OPTION	OPTION YR 1 - CONTRACTOR MANPOWER REPORT				
	FFP				
	Input of the accounting for contract services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section C for specific reporting information. The Unit Identification Code (UIC) for the U.S. Army Medical Research and Materiel Command (USAMRMC) is W03JAA. The DODAAC for USAMRMC is W23RYX. Contractor Manpower Reporting is an annual 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. The Contractor shall provide evidence of compliance with the CMR requirement to the COR, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	OPTION YR 2 - 1 Jul 13 thru 30 Jul 14 FFP mCare Support Services shall provide support services IAW the attached PWS. FOB: Destination MILSTRIP: W23RYX10734021	1	Each	Contractor	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	OPTION YR 2 - ODC - TRAVEL AND TRAINING FFP All travel and training shall be approved by the Contracting Officer or their authorized representative. Travel shall be paid IAW the JTR and FTR. All invoices shall be submitted with receipts to: USAMRAA.TAN@amedd.army.mil and cc: COR. FOB: Destination MILSTRIP: W23RYX10734022	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Each		
OPTION	OPTION YR 2 - CONTRACTOR MANPOWER REPORT				

FFP
 Input of the accounting for contract services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section C for specific reporting information. The Unit Identification Code (UIC) for the U.S. Army Medical Research and Materiel Command (USAMRMC) is W03JAA. The DODAAC for USAMRMC is W23RYX. Contractor Manpower Reporting is an annual 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. The Contractor shall provide evidence of compliance with the CMR requirement to the COR, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Each		
OPTION	OPTION YR 3 - 1 Jul 14 thru 30 Jun 15				

FFP
 mCare Support Services Contractor
 shall provide support services IAW the attached PWS.
 FOB: Destination
 MILSTRIP: W23RYX10734021

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Each		
OPTION	OPTION YR 3 - ODC - TRAVEL AND TRAINING				
	FFP				
	All travel and training shall be approved by the Contracting Officer or their authorized representative. Travel shall be paid IAW the JTR and FTR. All invoices shall be submitted with receipts to: USAMRAA.TAN@amedd.army.mil and cc: COR.				
	FOB: Destination				
	MILSTRIP: W23RYX10734022				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Each		
OPTION	OPTION YR 3 - CONTRACTOR MANPOWER REPORT				
	FFP				
	Input of the accounting for contract services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section C for specific reporting information. The Unit Identification Code (UIC) for the U.S. Army Medical Research and Materiel Command (USAMRMC) is W03JAA. The DODAAC for USAMRMC is W23RYX. Contractor Manpower Reporting is an annual 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. The Contractor shall provide evidence of compliance with the CMR requirement to the COR, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.				
	FOB: Destination				

NET AMT

Section C - Descriptions and Specifications

CMR DELIVERABLES

CONTRACTOR MANPOWER REPORTING (CMR) DELIVERABLE:

The Contractor shall provide evidence of compliance with the CMR requirement to the Contracting Officer Representative (COR), Contract Specialist, and Contracting Officer no later than 30 November of each calendar year that the contract is in effect. Failure to meet this requirement will be reflected in annual contract past performance evaluations.

PWS-PERFORMANCE WORK STATEMENT

DEPARTMENT OF ARMY

UNITED STATES MEDICAL RESEARCH

ACQUISITION ACTIVITY (USAMRAA)

PERFORMANCE WORK STATEMENT (PWS)

FOR

TELEMEDICINE AND ADVANCED TECHNOLOGY

RESEARCH CENTER (TATRC)

mCARE STAFFING SUPPORT SERVICES

Cell Phone Initiative

PERFORMANCE WORK STATEMENT FOR
TELEMEDICINE AND ADVANCED TECHNOLOGY RESEARCH CENTER (TATRC)
mCare Staffing Support Services

SECTION	TITLE	PAGE
C-1	DESCRIPTION OF SERVICES	
C-2	SERVICE DELIVERY SUMMARY	
C-3	GOVERNMENT AND CONTRACTOR FURNISHED PROPERTY AND SERVICES	
C-4	GENERAL INFORMATION	
C-5	APPENDICES 1. DEFINITIONS 2. APPLICATION PUBLICATIONS & FORMS	

Section C - Descriptions of Services

1.0 GENERAL

1.0.1. The Telemedicine and Advanced Technology Research Center (TATRC), United States Army Medical Research and Materiel Command (USAMRMC) conduct research and development of the mCare initiative. The objectives and specific tasks described in this performance work statement (PWS) will seek to augment Case Management care for wounded/ill service members, especially those dealing with traumatic brain injury (TBI) and/or post traumatic stress disorder (PTSD), a strategic interest to the United States (US) military to enhance Warfighter resilience and reduce and mitigate the impact of brain injury and combat stress. The goal of this strategic interest to the US for a healthy and stable active duty, Reserve, and National Guard force is essential to the success of US military operations worldwide. The long term care, follow up, and resiliency-building efforts for TBI and PTSD are strategic importance to the US Army through the post-deployment to re-deployment cycle. The enhancement and modernization of case management 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/her return.

1.0.2. Contractor shall provide support services for the objectives and specific tasks outlined in this PWS as required to implement research programs and activities to execute the mission of TATRC to perform medical reconnaissance and special operations to address critical gaps that are underrepresented in the Department of Defense (DoD) medical research programs. In the broadest sense the contractor shall provide the following support to Continental United States (CONUS), specifically, Concord, Massachusetts, Fort Gordon, Georgia, Orlando, Florida, Redstone Arsenal, Alabama, Rock Island, Illinois, Virginia Beach, Virginia, and Washington DC. operations:

1.0.2.1. Scientific Research Support.

1.0.2.2 Recruitment of highly qualified subject matter professionals.

1.0.2.3. Administrative, communications, and information technology (IT) support to include the capability to conduct research effectively and efficiently at CONUS locations.

1.1. Discussion: This PWS represents the enhancement of support to the USAMRMC, and its subordinate laboratory, and TATRC, for the broadest support of efforts to conduct research and development of the mCare Program to deliver augmented real-time case management services that support Warfighter resilience and the mitigation of combat stress and brain injury.

1.2. BACKGROUND

1.2.1. The Office of The Surgeon General (OTSG) and the Medical Command (MEDCOM) Headquarters, also known as OneStaff is undertaking efforts to improve and streamline its program management functions in a wide range of business areas. These functions include: management of human capital, governance of IT resources, performance measurement, communications, business process re-engineering, automation, and integration, information systems integration, project management, budget, human resources, implementations of strategies, business processes, initiatives, plans, projects, reorganizations, etc. MEDCOM's Health Policy and Services (HP&S), PTSD and TBI (PTBI), PR&R, and TATRC staffs synchronize ongoing and future mCare initiatives.

1.2.2. Recent conflicts in Afghanistan (Operation Enduring Freedom (OEF) and Iraq (Operation Iraqi Freedom, Operation New Dawn), as part of the Global War on Terror, have resulted in a high incidence of TBI among service members. The unique environment of the battlefield has yielded degrees of head injury not otherwise presented in the civilian environment. Major mechanisms of injury include: bullets/shrapnel, blasts, motor vehicle crashes, air/water transport, and falls. Modern advancements in battlefield care and improved armor

(including helmets) have allowed soldiers to survive these injuries that have resulted in death during previous conflicts. Providing the required short term and long term care is an unprecedented challenge for the DoD.

1.2.3. TATRC aims to enhance the case management care of TBI patients through the mCare Program. mCare is a cell phone based, bi-directional messaging system that leverages the ubiquity of cell phone technology to provide low-cost, real-time patient reminder and monitoring. mCare Program objectives will be carried out through technological enhancements and direct clinical/application support.

1.2.4. The Government anticipates awarding an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract with firm-fixed price task orders to an 8(a) contractor. This requirement will be set-aside for 8(a) competitive contractors.

1.3. SCOPE

1.3.1. The Tele-Traumatic Brain Injury (Tele-TBI) Cell Phone Initiative serves as the focal point for designated Army Medical Department (AMEDD) Regional Medical Commands (RMC), Warrior Transition Units (WTUs), and Community Based Warrior in Transition Units (CBWTUs) for all Tele-TBI Cell Phone mCare initiatives to include the delivery and management of TBI care. This project serves as a support function of the RMC, who will be responsible for planning, developing, monitoring, implementing and collecting metric data as it pertains to Tele-TBI Cell Phone mCare Initiative matters. The Tele-TBI Cell Phone Initiative works closely with the RMC Tele-Health Management Cell, RMC leadership and personnel throughout the MEDCOM, RMC, Defense Veterans Brain Injury Center (DVBIC), WTU/CBWTU and TATRC. Partner organizations shall include: MEDCOM, OTSG, MRMC, TATRC, US Army Medical Information Technology Center (USAMITC), Warrior Transition Command (WTC), Office of the Secretary of Defense Health Affairs (OSD-HA), and other services and research organizations.

1.3.2. This requirement is in support of TATRC's mCare research and development activities at the CONUS locations. The services and infrastructure required by TATRC may include effective administrative and professional staffing, equipment, facilities, information systems, established programs, and operational practices. This infrastructure shall be adapted as required to manage the proposed research and development programs. The TATRC mCare Program is managed on a day-to-day basis by the close collaboration of the TATRC directorship, program manager and contracting officer representative (COR), complimented by contractor research, clinical, and information technology staff.

1.3.3. The contractor shall provide TATRC with a research support program that shall be highly integrated with the United States Government (USG) and Active Duty staff in positions supporting research and development efforts. The scope and location of research undertaken by TATRC will be extended across the CONUS ranging from clinical research and program assessment to system development and maintenance. Contractor personnel shall perform primarily at the CBWTUs and WTUs across Northern Regional Medical Command (NRMC), and Southern Regional Medical Command (SRMC), as well as primary TATRC locations at Fort Detrick, MD and Fort Gordon, GA, United States Army Medical Information Technology Center (USAMITC) San Antonio, TX and Warrior Transition Command (WTC) Alexandria, VA.

1.3.4. Government staff will coordinate with contractor personnel in the execution of all efforts on this contract. Operations at the CONUS sites shall involve direction through the contractor point of contract through the COR. The military installations/activities supported by this contract are broad in scope: ranging from direct research support to the development and maintenance of a sophisticated information system. The amount of dollars executed by the task orders will differ each year. The contractor shall have maximum flexibility in providing contractor support of these changes upon Government request. Funding levels for the CONUS operations will likely change on very short notice and involve increases in scope, as well as decreases. The contractor shall respond to the Government request for changes within 60-day for CONUS operations.

1.3.5. The major task areas that follow in Section 1.5 of this PWS provide the specific 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 required by the Government and not to duplicate or establish a separate entity to address them. Integration of support by the contractor with the TATRC, MRMCM, and MEDCOM workforce at the CONUS locations is essential for the success of the contract.

1.4. PERFORMANCE REQUIREMENTS:

1.4.1. The Contractor shall furnish the necessary personnel, equipment, supplies and support as required to perform the necessary service required in accordance with (IAW) this PWS. The standard enabling the mCare Program to operate at a level of quality to comply with human subjects protection regulations and support the Army in healing its wounded warriors. Performance shall IAW the requirements contained in this contract and professional standards of the Joint Commission (JC), state and federal laws, Department of the Army (DA), and MEDCOM rules and regulations. The requirement is in support of the Global War on Terrorism (GWOT) mission needs.

1.4.2. The contractor shall provide support services to TATRC to conduct research and development of the mCare Program. The contractor shall furnish the necessary personnel, materials and equipment as required to complete and delivery service perform under each individual task order.

1.5. MAJOR TASK AREA: TECHNICAL SUPPORT REQUIREMENTS

1.5.1. Task 1: Clinical Research Case Management

1.5.1.1. Background: The TATRC is performing multi-site assessment of the mCare Program at the Community Based Warrior Transition Units. mCare is a mobile secure bi-directional messaging system that synchronizes patients with their military care team. Care teams generate information on the mCare web portal, and send it to patients in a store-and-forward manner. Patients access the information through the mCare application installed on their cell phones, secured by the patient's own PIN code. This cell phone interface is compatible with Smartphones and feature phones. Patients can acknowledge messages, enter new appointment information, view care team contacts, answer questions, and access suggested websites from the cell phone application. The information is then sent back to the mCare servers, for use by the care team. Particular emphasis is placed on the TBI patient's interaction and derived benefit from the mCare program.

1.5.1.2. Task Elements to be supported by the Contractor:

1.5.1.2.1. Provision of Project Officer personnel to manage multi-site mCare activities, collect data/metrics, prepare and review documentation, and serve as interface to project manager and COR.

1.5.1.2.2. Provision of Registered Nurse Case Manager personnel to support mCare administration at designated program sites, and serve as liaison between clinical and technical matters.

1.5.1.2.3. 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.

1.5.1.2.4. Individuals providing Clinical Staff support services shall have the following knowledge, skills and experience:

1.5.1.2.4.1. The contractor shall provide Registered Nurse (RN) Case Managers (CM) representative to coordinate services required for Government beneficiaries at the following WTU and CBWTU: CBWTU-IL, CBWTU-MA, CBWTU-VA, Walter Reed AMC, CBWTU-AL, CBWTU-FL, and Ft Gordon.

1.5.1.2.4.2. Contractor shall furnish all labor, management, supervision, teaching, consultations and reports. Performance shall be IAW the requirements contained in this PWS and applicable Joint Commission standards, DoD/ VA/United States Army (USA)/USA instructions and regulations.

1.5.1.2.4.3. Contractor shall provide assessment of the mTBI patient, and care giver/support system needs. These are high risk patients who might need one or more of the following: hospitalization, post-hospital care, and/or outpatient support involving resources within the military structure, VA, and civilian community for treatment and recovery. The CM shall have knowledge how to: conduct assessments and collect data; conduct case screening; obtain necessary approvals for contact(s); interview patient's care giver(s)/support systems and health care providers; coordinate with mTBI team to determine the patient's health and psychological needs; review current status and treatment plan(s); identify barriers to wellness within the patient's treatment plan and environment; determine implications of resources availability and limitations of benefits; and evaluate the patient's environment for accessibility and adaptive needs.

1.5.1.2.4.4. Contractor shall develop an individualized Case Management Plans: The plan shall identifies services, treatment and funding options; screens identified option to meet needs, reviews plan(s) for consensus and agreement, advocates for the patient and care giver(s) needs as indicated, identifies gaps in treatment(s), and develops plans and their cost as indicated.

1.5.1.2.4.5. Contractor shall facilitate, implement, and coordinate services: Coordinates treatment planning sessions, communicates regularly with the patient and care giver(s)/support systems, understands and implements cost management strategies, promotes efficient and coordinated care, determines implications of resources, availability, and limitations of coverage, conducts conferences with patient and care giver(s) and involved professionals, and identifies needs for additional/ancillary services/equipment.

1.5.1.2.4.6. Contractor shall monitor and evaluate services and outcomes: Assesses benefit value to cost; reviews plans for continuity of care, facilitates plan(s) for medication as indicated, assesses the patient's and/or care giver(s)/support system's satisfaction and compliance with services, and assesses benefit value to the patient's quality of life.

1.5.1.2.4.7. CM shall document and code their services in Armed Forces Health Longitudinal Technology Application (AHLTA). The CBWTU shall provide training in AHLTA and Composite Health Care System (CHCS), and any other electronic databases necessary to the mTBI operations. CM shall record services and outcomes, submits confidential reports as required, and reports to appropriate authorities.

1.5.1.2.4.8. CM shall function as a team member in the recruitment, assessment, treatment, data collection and follow-up for patients enrolled in research studies. He/she shall perform the following duties:

1.5.1.2.4.8.1. Monitors patient's status throughout the study. Reviews and evaluates health status, medical records, and reactions.

1.5.1.2.4.8.2. Informs CM regarding patient's response to the intervention, adherence to protocol schedule, need to reevaluate treatment and a specific medical concerns.

1.5.1.2.4.8.3. Interacts with patients and families to ensure study compliance, obtain information, guidance on study intervention and provide emotional support.

1.5.1.2.4.8.4. Manages data collection and intervention modification: obtains, verifies, organizes, codes, and enters data. Completes forms and maintains files.

1.5.1.2.4.8.5. Assists in patient recruitment and informed consent procedures. Explains study to patients, potential patients, and verifies eligibility. Ensures that all applicable forms, consents and other required paperwork are completed.

1.5.1.2.4.8.6. Functions as liaison between patient's personal CM, the Project Officer, the Program Manager, the Principal Investigator, the site Commander and other affiliated study personnel.

1.5.1.2.4.8.7. Trains patients and CM on study intervention. The CM shall serve in an advisory and teaching capacity involving case management when the need arises

1.5.1.2.4.8.8. Schedules secure mobile messaging between patient and CMs through completion and documents results.

1.5.1.2.4.9. The CM shall prepare all documentation to meet or exceed established standards of the WTU/CBWTU to include, but not limited to: timeliness, legibility, accuracy, content and signature. The CM shall meet all suspenses, unless obtaining COR approval to delay the suspense. Only WTU/CBWTU and Army approved abbreviations shall be used for documentation of care in the health care record.

1.5.1.2.4.10. Competent in conducting a concurrent review which involves utilization review, accurate and timely assessment of the patient's and care giver's needs through development of care plan(s), identifying goals, and the implementation in an interdisciplinary team environment to include monitoring and evaluation of patient outcomes.

1.5.1.2.4.11. Skilled in handling and setting goals for complex cases which are defined as having high cost medical condition, multiple or combined medical, or social problems.

1.5.1.2.5. Education, Licensure/Registration, Training, And Experience:

1.5.1.2.5.1. Formal Education. Contractor shall have graduated from accredited college/university with a minimum of a Bachelor in Science of Nursing.

1.5.1.2.5.2. License/Registration. Contractor shall possess a valid license to practice in the state of their assigned duty location.

1.5.1.2.5.3. Experience. Contractor personnel shall have experiences in Case Management for a minimum of 24 months within the past 60 months.

1.5.1.2.5.4. Supervision. The CM shall not be required to supervise other contractor employees.

1.5.2.Task 2: Research and Development for mCare Platform

1.5.2.1. Background: The mCare platform continually evolves to become a more mature and robust system, to include compatibility with current and forthcoming mobile technologies. The mCare team seeks to make the requisite hardware and software upgrades to improve system operation, efficiency, to deliver high quality user experience for the care team and patient. Special efforts are always placed on maintaining IT data integrity and security for patient personal health information IAW HIPAA and Privacy Act

regulations. As part of the maturation process, the mCare system may be required to integrate, in part or whole, with other DoD systems and networks.

1.5.2.2. Tasks Elements to be supported by the Contractor:

1.5.2.2.1. 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.

1.5.2.2.2. Provide for monitoring of server equipment.

1.5.2.2.3. Provide updates on operation of server equipment.

1.5.2.2.4. IT reports shall be submitted to COR for submission to the TATRC staff within 5 business days

1.5.2.2.5. Interacts with staff members with TATRC, NRMC, SRMC and others as appropriate in a professional, respectful, and courteous manner.

1.5.2.2.6. Maintains IT data integrity and security for patient personal health information IAW HIPAA and Privacy Act regulations. Adheres to legal, professional, and ethical codes in respect to patient confidentiality and privacy.

1.5.2.2.7. Serve as IT Support Specialists for the Tele-TBI Cell Phone (mCare) Initiative at TATRC South (and potentially other locations) to manage the day-to-day IT server operations. Specific duties may include:

1.5.2.2.7.1. Ensure the efficient operations of server equipment and compliance with applicable procedures and regulations.

1.5.2.2.7.2. Assist and support the supervisor, professional and technical staff on all IT matters such as installation of Tele-TBI Cell Phone (mCare) server equipment, staff training on server equipment, and assisting other technical requirements in support of the Tele-TBI Cell Phone (mCare) Initiative.

1.5.2.2.7.3. Provide updates to project POCs and on utilization rates of the server equipment.

1.5.2.2.7.4. Display professional and appropriate interaction with senior health care professional and administrative staff within TATRC, NRMC, SRMC, PMRC, WRMC and others regarding the IT support and related issues.

1.5.2.2.7.5. Prepare and present Tele-TBI Cell Phone (mCare) user training specifically tailored to the needs of individual CBWTUs and providers, as needed.

1.5.2.2.7.6. Participate in mandatory MTF, RMC and MEDCOM training.

1.5.2.2.7.7. Participate in regional/national Tele-TBI Cell Phone (mCare) VTC/teleconferences.

1.5.2.2.7.8. Attend conferences, seminars as required.

1.5.2.3. QUALIFICATIONS: CERTIFICATIONS, LICENSE, PHYSICAL REQUIREMENTS OR OTHER EXPERTISE REQUIRED

1.5.2.3.1. The contractor shall have commiserate experience and positive past performance providing IT, clinical and administrative staffing at military installations.

1.5.2.3.2. Individuals providing IT staff support services shall have the following knowledge, skills and experience:

1.5.2.3.2.1. Extensive information technology work experience, to include:

1.5.2.3.2.1.1. Knowledge of IT business rules.

1.5.2.3.2.1.2. Experience with tele-health capabilities.

1.5.2.3.2.1.3. Demonstrated capability to convey knowledge to others on the proper operation of SQL databases and server equipment.

1.5.2.3.2.1.4. Ability to troubleshoot functional and technical problems with server equipment that supports the Tele-TBI Cell Phone (mCare) Initiative.

1.5.2.3.2.1.5. Knowledge of network connectivity and protocols, operating systems, database protocols and related security policies.

1.5.2.3.2.1.6. Understanding of the current Army network and database security guidelines, policies and procedures including HIPPA guidelines.

1.5.2.3.2.1.7. Ability to support cell phone initiatives in telehealth.

1.5.2.3.2.1.8. Shall possess the necessary skills in Microsoft Excel, PowerPoint, Visio, SharePoint, and Word, to communicate issues and make succinct recommendations to the MTF and RMC leadership with respect to mCare IT support issues.

1.5.2.3.2.1.9. Capable of providing user training on tele-health equipment and able to travel to various sites to conduct training.

1.5.2.3.2.1.10. Experience working with the Military Health System (MHS) is highly desirable, specifically:

1.5.2.3.2.1.10.1. Experience working on telehealth technologies.

1.5.2.3.2.1.10.2. Understand how health care is delivered within Military Treatment Facilities (MTFs) and within the Community Based Warrior Transition Units (CBWTUs) and Warrior in Transition Units.

1.5.2.3.2.1.10.3. Contractor shall be capable of obtaining access to all necessary databases required to accomplish the duties of this task, to include: Army Knowledge Online (AKO), Enterprise Automation Work Order System, and other related medical information and technical support systems. Individual shall complete and be approved for all information security documents required to perform the duties of this task, to include: the Public Trust Questionnaire, Data Use Agreements, HIPAA, other related Privacy Agreements, and other information security documents as required by the Information Security Officer (ISO), Southeast Regional Medical Command and the US Army Medical Command.

1.5.2.3.2.1.10.4. Contractor shall attend hospital provided training for HIPAA, consideration of others, and other TJC and MEDCOM related training requirements to include annual ethics training.

1.5.2.3.2.1.10.5.1. Excellent interpersonal skills.

1.5.3. Task 3: Research and Development Operation Transfer and Data Collection

1.5.3.1. Background: Multi-RMC, multi-site adoption of the mCare program will require hardware and software upgrades to accommodate high volume data traffic. Special software configurations may be needed based on site-specific requirements. Highly-trained staff shall be required to initialize system setup at new sites. Additionally, development servers shall have maintain connections with all production servers, to ensure synchronized system updates and upgrades during operation.

1.5.3.2. Task Elements to be supported by the Contractor:

1.5.3.2.1. 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.

1.5.3.2.2. Provision of timely and efficient procurement processes for the purchase of goods and services.

1.5.4. Task 4: Operational Support and Program Analysis

1.5.4.1. Background: Initialization of mCare across CONUS CBWTU/WTUs shall require regional and site-specific needs assessments. Nurse Case Managers shall setup site accounts and permissions at the local site, and provide direct support to the patient. CONUS-wide adoption of the mCare program shall require development of harmonization practices, documentation, and regular training. Additionally, usage behaviors and system performance data will be collected in real-time and analyzed for program/process improvement initiatives.

1.5.4.2. Task Elements to be supported by the Contractor:

1.5.4.2.1. Provision of project officer personnel to manage multi-site mCare activities, collect data/metrics, prepare and review documentation, and serve as interface to Project Manager and COR.

1.5.4.2.2. Provision of Registered Nurse Case Manager personnel to support mCare administration at designated program sites, and serve as liaison between clinical and technical matters.

1.5.4.2.3. 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.

1.5.4.2.4. Contractor shall provide Clinical Staff Support Services with the following knowledge, skills and experience:

1.5.4.2.4.1. The contractor shall provide RN CM representative to coordinate services required for Government beneficiaries at the following Warrior Transition Units (WTUs) and Community Based Warrior in Transition Units (CBWTU):CBWTU-IL, CBWTU-MA, CBWTU-VA, Walter Reed AMC, CBWTU-AL, CBWTU-FL, and Ft Gordon.

1.5.4.2.4.2. The contractor shall furnish all labor, management, supervision, teaching, consultations and reports. Performance shall be IAW the requirements contained in this PWS and applicable Joint Commission standards, DoD/ VA / USA/ USA instructions/regulations and Alaska state laws/regulations.

1.5.4.2.4.3. Contractor shall provide assessment to the mTBI patient, and care giver/support system needs. These are high risk patients who might need one or more of the following: hospitalization, post-hospital care, and outpatient support involving resources within the military structure, VA, and civilian community for treatment and recovery. The CM shall have working knowledge how to: conduct assessments and collect data; conduct case screening; obtain necessary approvals for contact(s); interview patient's care giver(s)/support systems and health care providers; coordinate with mTBI team to determine the patient's health and psychological needs; review current status and treatment plan(s); identify barriers to wellness within the patient's treatment plan and environment; determine implications of resources availability and limitations of benefits; and evaluate the patient's environment for accessibility and adaptive needs.

1.5.4.2.4.4. Contractor shall develop an individualized Case Management Plans: Identifies services, treatment and funding options; screens identified option to meet needs, reviews plan(s) for consensus and agreement, advocates for the patient and care giver(s) needs as indicated, identifies gaps in treatment(s), and develops plans and their cost as indicated.

1.5.4.2.4.5. Contractor shall provide facilitation/implementation/coordination of services: Coordinates treatment planning sessions, communicates regularly with the patient and care giver(s)/support systems, understands and implements cost management strategies, promotes efficient and coordinated care, determines implications of resources, availability, and limitations of coverage, conducts conferences with patient and care giver(s) and involved professionals, and identifies needs for additional/ancillary services/equipment.

1.5.4.2.4.6. Contractor shall monitor and evaluate services and outcomes: Assesses benefit value to cost; reviews plans for continuity of care, facilitates plan(s) for medication as indicated, assesses the patient's and/or care giver(s)/support system's satisfaction and compliance with services, and assesses benefit value to the patient's quality of life.

1.5.4.2.4.7. Case Managers shall document and code their services in Armed Forces Health and Longitudinal Technology Application (AHLTA). The CBWTU shall provide training in AHLTA and Composite Health Care System (CHCS), and any other electronic databases necessary to the mTBI operations. These and other documentation programs shall be utilized at this CBWTU. CM shall record services and outcomes, submits confidential reports as required, and reports to appropriate authorities.

1.5.4.2.4.8. Case Manager shall function as a team member in the recruitment, assessment, treatment, data collection, and follow-up for patients enrolled in research studies. She/he shall perform the following duties as necessary:

1.5.4.2.4.8.1. Monitors patient's status throughout the study. Reviews and evaluates health status, medical records, and reactions.

1.5.4.2.4.8.2. Informs CMs regarding patient's response to the intervention, adherence to protocol schedule, need to reevaluate treatment and a specific medical concerns.

1.5.4.2.4.8.3. Interacts with patients and families to ensure study compliance, obtain information, guidance on study intervention and provide emotional support.

1.5.4.2.4.8.4. Manages data collection and intervention modification: obtains, verifies, organizes, codes and enters data. Completes forms and maintains files.

1.5.4.2.4.8.5. Assists in patient recruitment and informed consent procedures. Explains study to patients and potential patients and verifies eligibility. Ensures that all applicable forms, consents and other required paperwork are completed.

1.5.4.2.4.8.6. Functions as liaison between patient's personal CM, the Project Officer, the Program Manager, the Principal Investigator, the site Commander and other affiliated study personnel.

1.5.4.2.4.8.7. Trains patients and Case Manager on study intervention. The CM shall serve in an advisory and teaching capacity involving case management when the need arises

1.5.4.2.4.8.8. Schedules secure mobile messaging between patient and CMs through completion and documents results of this messaging activity.

1.5.4.2.4.9. The CM shall prepare all documentation to meet or exceed established standards of the CBWTU to include but not limited to: timeliness, legibility, accuracy, content and signature. The CM shall meet all suspenses, unless obtaining COR approval to delay the suspense. Only CBWTU and Army approved abbreviations shall be used for documentation of care in the health care record.

1.5.4.2.4.10. Competent in conducting a concurrent review which involves utilization review, accurate and timely assessment of the patient's and care giver's needs through development of care plans, identifying goals, and the implementation in an interdisciplinary team environment to include monitoring and evaluation of patient outcomes.

1.5.4.2.4.11. Skilled in handling and setting goals for complex cases which are defined as having high cost medical condition, multiple medical or combined medical or social problems.

1.5.4.3. Education, Licensure/Registration, Training and Experience

1.5.4.3.1. Formal Education. Contractor shall have graduated from accredited college/university with a minimum of a Bachelor in Science of Nursing.

1.5.4.3.2. License/Registration. Contractor shall possess a valid license to practice in the state of their assigned duty location.

1.5.4.3.3. Experience. Contractor shall have experiences in Case Management for a minimum of 24 months within the past 60 months.

1.5.4.3.4. Supervision. The Operational Support and Program Analysis shall not be required to supervise other contractor employees.

1.6. ATTENDANCE AT MEETINGS. CM shall attend and participate in meetings, professional staff conferences, and other appropriate professional activities as directed by his/her supervisor.

1.7. RECORDS. The Contractor shall be responsible for creating, maintaining, and disposing of only those Government required records which are specifically cited in this document . If requested by the Government, the Contractor shall provide the original record or a reproducible copy of any such records within five working days of receipt of the request.

1.8. PATIENT HEALTH CARE INFORMATION AND RELEASE OF INFORMATION. Contract personnel at the WTU/CBWTU shall only release medical information obtained during the course of this contract to staff involved in the care and treatment of that individual patient and shall be IAW the Health Insurance Portability and Accountability Act (HIPAA) guidelines. Contractor shall not list, state, disclose or reveal the name of patients outside the WTU/CBWTU without prior written permission by the Chief of Hospital Services or designee.

1.9. PATIENT SENSITIVITY. Contractor shall respect and maintain the basic rights of patients, demonstrating concern of personal dignity and human relationships. Complaints against contract personnel validated by the COR and Chief of the Medical Staff shall be subject to counseling, and depending on the nature and severity of the complaint, separated from performing services under this contract.

1.10. COMMUNICATION. The contractor shall ensure that contract personnel maintain open and professional communication with other personnel. Complaints validated by the COR and Chief of the Medical Staff shall be reported in writing to the Contract Administrator and the Contractor for action. Failure of the Contractor to correct validated complaints raised by the WTU/CBWTU staff and the Commander shall be considered a failure to perform.

1.11. QUALITY IMPROVEMENT. Achievement of expected or standardized outcomes; promotion of collaborative practice, coordinated care, and continuity of care; promotion of appropriate utilization of resources; promotion of professional development and satisfaction among the mTBI team.

1.12. DUTY ASSIGNMENT. Contractor shall provide outpatient services for beneficiaries of this WTU/CBWTU with a primary focus on the mTBI beneficiaries and his/her care giver(s)/support system.

1.13. HOURS OF OPERATION. Contractor personnel shall perform services during regular duty hours 7:30 AM to 4:30 PM, Monday through Friday, excluding Federal Holidays as listed in paragraph 1.13.3 below or as otherwise specified in individual orders. Contractor shall implement a system that accurately records hours worked and that is available to the Contracting Officer Representative (COR).

1.13.1. Contractor shall not perform services on those days designated as a Federal Holiday by Federal Status, Executive Order, Presidential Proclamation, or Installation Commander.

1.13.2. Contractor shall not report to work on those days the Government or installation is closed due to inclement weather conditions, national emergencies, energy conservation, or other events requiring installation closure. During these periods of closure, the contractor personnel that are not designated as essential shall not report for work. Teleworker or off-site facilities may be permitted if written justification and approval is granted by the COR and Contracting Officer in advance.

1.13.3. The following is a list of legal federal holidays that services shall not be performed. Services shall not be performed on any other day declared a federal holiday.

- 1.13.3.1. New Year's Day, January 1st
- 1.13.3.2. Martin Luther King's Birthday, 3rd Monday in January
- 1.13.3.3. President's Day, 3rd Monday in February
- 1.13.3.4. Memorial Day, Last Monday in May
- 1.13.3.5. Independence Day, July 4th
- 1.13.3.6. Labor Day, 1st Monday in September
- 1.13.3.7. Columbus Day, 2nd Monday in October
- 1.13.3.8. Veteran's Day, November 11th
- 1.13.3.9. Thanksgiving Day, 4th Thursday in November
- 1.13.3.10. Christmas Day, December 25th

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

1.13.4. The contractor shall ensure that all contractor personnel are advised of non-disclosure policies as well as restrictions from communicating official business to media outlets. The contractor's employees may be required to sign specific nondisclosure agreements as required by contract.

1.13.5. The contractor shall ensure that all contractor personnel are advised of their chain of command and who they should contact if they have questions. The Contractor POC and COR will served as the chain of command for contractor personnel.

1.14. PERIOD OF PERFORMANCE

1.14.1. This requirement is for a twelve (12) months Base Year and three (3) twelve (12) months Option Years, for a total of four (4) years.

1.14.1.1. Base Year: Date of Award through 30 JUN 2012

1.14.1.2. Option Year 1: 01 JUL 2012 through 30 JUN 2013

1.14.1.3. Option Year 2: 01 JUL 2013 through 30 JUN 2014

1.14.1.4. Option Year 3: 01 JUL 2014 through 30 JUN 2015

1.15. PLACE OF PERFORMANCE The Contractor shall perform services at the following sites and locations for this PWS: CBWTU-IL, CBWTU-MA, CBWTU-VA, CBWTU-AL, CBWTU-FL, Ft Gordon and Washington, DC.

1.16. SUPERVISION: Contractor personnel performing services under this contract shall directed and supervised at all times by management personnel of the contractor. The contractor’s management shall ensure that employees properly comply with the performance standards outlined in the Quality Assurance Surveillance Plan (QASP). Contractor personnel shall perform the required tasks as stated in this PWS independent and without the supervision of any Government official. Actions of contractor personnel may not be interpreted or implemented in any manner that results in any contractor personnel creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Federal Acquisition Regulation (FAR) Parts 7.5, *Inherently Governmental Functions* and 37.103, *Personal Services Contracts*.. The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

1.17. RELATIONSHIP OF THE PARTIES. This is a nonpersonal service contract. Contractor personnel are not subject to the supervision and control of a Government officer or employee IAW Federal Acquisition Regulation (FAR) 37.104(a)(1)(ii). Rather, contractor personnel perform their duties IAW specific tasks outlined in the PWS. Supervisory functions such as hiring, directing, counseling, and firing of contractor personnel are not performed by the Government. The contractor personnel who furnish services under this contract are subject to Government technical oversight of the services provided. The Government retains the right to reject services for contractual nonperformance.

1.18. CONTINUITY OF SERVICES. If routine services are disrupted for more than three (3) consecutive shifts, the Government reserves the right to procure such services from another source, until routine services are restored by the Contractor. When the Government exercises it right to procure these services from another source, the Government will reduce the Contractor’s invoice at an equivalent amount to that incurred. A copy of the other source’s service ticket will be used as the basis for this reduction. The Government will furnish the Contractor a copy of this ticket upon the Contractor’s request.

1.19. REPLACEMENT STAFF. The contractor shall have adequate pre-credentialed/pre-privileged replacement healthcare workers available in such instances so a lapse in coverage does not occur. Substitutes shall be as qualified and privileged as the primary healthcare personnel. Substitutes are not allowed so the healthcare personnel can accept another assignment or to meet the needs of the Contractor.

SECTION C2 – PERFORMANCE REQUIREMENT SUMMARY (PRS)

2.0. Performance Requirement Summary Table (PRST)

Performance Requirement	PWS Paragraph/Task Numbers	Indicator	Performance Standard	Acceptable Quality Level	Surveillance Method
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PRS# 1 - Clinical Research Case Management	Task 1 Paragraph 1.5.1.2.1	The contractor shall provision of Project Officer personnel to manage multi-site mCare activities, collect data/metrics, prepare and review documentation, and serve as interface to project manager and COR.	All duties are executed IAW the PWS 95% of the time. No more than 3 substantiated complaints per month The contractor shall ensure that positions are not vacant more than 45 days 98% of the time.	95% compliance	Monthly inspection COR observation
	Task 1 Paragraph 1.5.1.2.2	The contractor shall provision of Registered Nurse Case Manager personnel to support mCare administration at designated program sites, and serve as liaison between clinical and technical matters.	All duties are executed IAW the PWS 95% of the time. No more than 3 substantiated complaints per month The contractor shall ensure that positions are not vacant more than 45 days 98% of the time.	95% compliance	Monthly inspection COR observation
	Task 1 Paragraph 1.5.1.2.3	The contractor shall 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.	All documentation uploaded/processed within 5 working days of the transaction	95% compliance	Monthly inspection COR observation
PRS#2 - Research and Development for mCare Platform	Task 2. Paragraph 1.5.2.2.1	The contractor shall 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.	All duties are executed IAW the PWS 95% of the time. No more than 3 substantiated complaints per month The contractor shall ensure that positions are not vacant more than 45 days 98% of the time.	95% compliance	COR Observation
	Task 2. Paragraph 1.5.2.2.2. and 1.5.2.2.3.	The contractor shall provide for monitoring of server equipment and will provide updates on operation of server equipment.	All duties are executed IAW the PWS 95% of the time. No more than 3 substantiated complaints per month All data is kept secure but in the event of a breach, incidents are to be reported immediately. Cell Phone Initiative integrity is maintained with not more than 1 substantiated complaint per month.	95% compliance	Monthly inspection COR observation

	Task 2. Paragraph 1.5.2.2.4	The contractor shall provide IT reports submitted to TATRC staff within 5 business days	All documentation uploaded/processed within 5 working days of the transaction	95% compliance	COR observation
	Task 2. Paragraph 1.5.2.2.7.	The contractor shall provision personnel to serve as IT Support Specialists for the Tele-TBI Cell Phone (mCare) Initiative at TATRC South (and potentially other locations) to manage the day-to-day IT server operations.	All duties are executed IAW the PWS 95% of the time. No more than 3 substantiated complaints per month The contractor shall ensure that positions are not vacant more than 45 days 98% of the time.	95% compliance	COR observation
PRS# 3 – Research and Development Operation Transfer and Data Collection	Task 3 Paragraph 1.5.3.2.1 and Paragraph 1.5.3.2.2	The contractor shall 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. The Contractor shall also provision of timely and efficient procurement processes for the purchase of goods and services.	All duties are executed IAW the PWS 95% of the time. No more than 3 substantiated complaints per period of performance	95% compliance	Monthly Inspection COR observation
PRS# 4 - Operational Support and Program Analysis in accordance with the Performance Work Statement	Task 4. Paragraph 1.5.4.2.1.	Contractor shall be responsible for provision of Project Officer personnel to manage multi-sites mCare activities, collect data/metrics, prepare and review documentation and server as interface to the Project Manager and COR	All duties are executed IAW the PWS 95% of the time. No more than 3 substantiated complaints per month The contractor shall ensure that positions are not vacant more than 45 days 98% of the time.	95% compliance	COR observation
	Task 4. Paragraph 1.5.4.2.2.	Contractor shall be responsible for provision of Registered Nurse Case Manager personnel to support mCare administration at designated program sites, and serve as liaison between clinical and technical matters.	All duties are executed IAW the PWS 95% of the time. No more than 3 substantiated complaints per month The contractor shall ensure that positions are not vacant more than 45 days 98% of the time.	95% compliance	COR observation

	Task 4. Paragraph 1.5.4.2.3	Contractor shall be responsible for 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.	All documentation is uploaded/process within 5 working days of transaction	95% compliance	COR observation
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2.1. PRS:

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

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

2.2. PRST:

2.2.1. Purpose:

2.2.1.1. 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 FAR clauses entitled: 52.246-2, *Inspection of Services* and 52. 249-8, *Default*. The government has the right to inspect all services required in this contract.

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

2.2.1.3. The Acceptable Quality Level for each requirement is set forth in Column 5.

2.2.1.4. The Method of Surveillance for each requirement is set forth in Column 6.

2.3. Government Quality Assurance:

2.3.1. 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:

2.3.1.1. Annual report by the contractor.

2.3.1.2. Quarterly management and oversight meetings with: Contracting Officer (KO), COR, and contractors.

2.4. 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 KO. The contractor shall respond to the CDR by completing the form and returning it to the KO within 15 calendar days of receipt.

2.5. DELIVERABLES

2.5.1. The contractor shall provide the following deliverables to the COR IAW the below schedule:

2.5.1.1. A draft Quality Control Plan shall be provided with the contractor’s competitive proposal. The final Quality Control Plan shall be submitted 10 days after contract award.

2.5.1.2. A draft Staffing and Recruitment Plan shall be provided with the contractor's competitive proposal. The final Staffing and Recruitment plan shall be submitted 10 days after contract award, and shall include resumes.

2.5.1.3. A draft Organizational Conflict of Interest (OCI) Mitigation Plan shall be provided with the contractor's competitive proposal. The final OCI plan shall be submitted 10 days after contract award.

2.5.1.4. Monthly Performance and Status reports shall be submitted prior to or in conjunction with the monthly invoices.

2.5.1.5. Quarterly reports are due the 10th day following the end of a quarter.

SECTION C3 – GOVERNMENT AND CONTRACTOR FURNISHED PROPERTY AND SERVICES

3.1. GOVERNMENT FURNISHED PROPERTY

3.1.1. Government-Furnished Equipment, Badge, Keys and Facilities Provided

3.1.1.1. The Government will provide office space, office furniture, Local Area Network/Wide Area Network (LAN/WAN) connectivity, telephone, and computer capability typically provided to Government personnel.

3.1.1.2. The Government will provide identification (ID) badges, which shall be worn while in the medical facility and keys as required for entry access.

3.1.1.3. The Government will not reimburse contractor personnel for any operating costs associated with an employee using their personal equipment or residence in performance of duties under this contract.

3.2. CONTRACTOR FURNISHED SUPPLIES/SERVICES

3.2.1. The Contractor shall ensure contract personnel have a photo ID identifying them as an employee of the company. Contract personnel shall have this ID in their possession at all times while performing services under this contract. Contract personnel shall wear photo ID while provided services to the Government.

SECTION C4 – GENERAL INFORMATION

4.1. PERSONNEL REQUIREMENTS:

4.1.1. **ENGLISH LANGUAGE REQUIREMENT.** Contractor personnel shall be fluent and communicate in the English language, both written and oral communication.

4.1.2. **CONFLICT OF INTEREST.** The Contractor shall not employ any person who is an employee of the United States Government, if the employment of that person would create a conflict of interest.

4.3. CONDUCT:

4.3.1. Contract personnel shall comply with existing vendor policies regarding personal appearance and conduct on a government worksite.

4.3.2. Contract personnel shall record time worked according to procedures designated by the contractor and provide time sheets to the COR on a monthly basis.

4.4. ORIENTATION AND TRAINING:

4.4.1. Contract personnel will be provided a Government paid orientation to familiarize him/her with the policies and procedures of the Command. Orientation attendance shall be scheduled during normal duty hours.

4.4.2. The Government may elect to provide specialty training to contractor personnel at government expense, or make specialty training available in a non-paid status.

4.5. CRIMINAL BACKGROUND CHECK REQUIREMENT.

4.5.1. The Government will conduct criminal background checks on individuals providing child care services under this contract, using the procedures set forth in DoD Instruction (DoDI) 1402.5, *Criminal History Background Checks on Individuals in Child Care* dated 19 January 1993. Background checks shall be based on fingerprints of individuals obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and state criminal history repositories.

4.5.2. With the consent of the KO, contract providers may provide contract services prior to completion of background checks. However, at all times while children are in the care of that individual, the contract healthcare worker shall be within sight and continuous supervision of a staff person, whose background check has been completed, a chaperone, or parent/guardian.

4.5.3. Individuals shall have the right to obtain a copy of any background check pertaining to themselves and to challenge the accuracy and completeness of the information contained in the report.

4.5.4. Individuals who have previously received a background check shall provide to the COR proof of the check or obtain a new one.

4.6. **CONFLICT OF INTEREST.** The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of the Army (DA), either military or civilian, unless such person seeks and receives approval IAW DoD Directive (DoDD) 5500.7, *Standards of Conduct* and DA policy.

4.7. PRIVACY AND CONFIDENTIALITY

4.7.1. PRIVACY:

4.7.1.1. The contractor shall abide by FAR clauses 52.224-1, *Privacy Act Notification*, 52.224-2, *Privacy Act* and 252.204-7000, *Disclosure of Information*.

4.7.1.2. The contractor shall abide by FAR clause 52.239-1, *Privacy or Security Safeguards*.

4.7.1.3. The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

4.7.1.4. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

4.7.1.5. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

4.7.2. PATIENT LISTS. Patient lists, no matter how developed shall be treated as privileged information. Lists and/or names of patients shall not be disclosed to or revealed in anyway for any use outside the Medical Treatment Facility (MTF) without prior written permission by the Chief of Hospital Services.

4.7.3. PATIENT SENSITIVITY. Contract providers shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships. Providers receiving complaints validated by the COR and Chief of the Medical Staff, shall be subject to counseling and, depending on the nature and severity of the complaint, separation from performing services under this contract.

4.7.3. RELEASE OF MEDICAL INFORMATION. The healthcare worker shall only release medical information obtained during the course of this contract to other MTF staff involved in the care and treatment of that individual patient.

4.8. RECORDS. The Contractor shall be responsible for creating, maintaining, and disposing of only those Government required records which are specifically cited in this PWS or as may be required by the provisions of a mandatory directive listed in Section C-6 of this PWS. If requested by the Government, the Contractor shall provide the original record, or a reproducible copy of any such records within five working days of receipt of the request.

4.9. DOCUMENTATION. All contract personnel shall prepare all documentation to meet or exceed established standards of the MTF to include but not limited to: timeliness, legibility, accuracy, content and signature. Only MTF and Army approved abbreviations may be used of documentation of care in the health care record. Contract personnel shall ensure complete patient identifying information is on all documentation that is to become part of a health care record.

4.10. SAFETY ISSUES: The work described herein involves mild to moderate physical activity, performed in an administrative setting. Moderate amount of walking will be required throughout the workplace facilities and at work sites. Some lifting of equipment will be required for automation set-up. The work environment involves everyday risks or discomforts that require normal safety precautions typical of such places as conference rooms or office spaces. There are no unusual physical demands.

4.11. SECURITY REQUIREMENTS

4.11.1. Security Clearance/Installation Security/Command Security:

4.11.1.1. The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this contract and task order. The contractor shall not disclose and shall safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this contract and task order.

4.11.1.2. Contract personnel shall comply with local installation requirements for vehicle registration and operation on the military installation. Any vehicle operated by contract personnel on the military installation shall have the minimum liability coverage required by the state.

4.11.1.3. Contract personnel shall be responsible for any keys issued by the Government for the use in the command/MTF. The keys shall not be duplicated. The contractor is financially responsible for replacement of lost keys and associated locks. Lost keys shall be reported to the issuing party and the COR immediately upon recognition of the loss. No unauthorized personnel shall be allowed entry into locked areas.

4.11.2. Security. Contractor personnel shall have a favorable or favorably adjudicated National Agency Check (NAC) prior to commencement of work. The contractor shall also perform an inquiry through the National Criminal Investigation Check (NCIC) data base on all contractor employees proposed. The contractor shall provide the results of the preliminary checks to the Contracting Officer and the COR, in writing. For contractor provided space, controlled access to the office space shall be provided to protect GFE.

4.11.3. Provide Qualified Personnel:

4.11.3.1. The Outline of Responsibilities: The Contractor and all Contractor personnel shall possess minimum qualifications as stated in each task required to perform the contract requirements. Contractor personnel shall provide services and work in a professional and courteous manner and abide by applicable USAMRMC/TATRC rules, regulations, and procedures, and present a neat appearance when working at TATRC facilities.

4.11.3.2. National Agency Background Investigation\Security Clearance Requirement. All contractor personnel shall be able to successfully obtain a National Agency Clearance and Inquiries (NACI) clearance in order to access DOD information networks, systems and databases.

4.11.3.3. Prior to commencement of work, the Contractor shall perform, as a minimum, an inquiry through the NCIC and a credit check through an appropriate credit bureau entity for all contractor employees identified. The Contractor will notify the Contracting Officer and the COR, in writing, of the results of the preliminary check. Notification will be given by the Contracting Officer or COR to the contractor to commence work with those individuals who have been cleared. Contract employees must have a favorable, or favorably adjudicated NAC. The check shall be initiated no later than the commencement of work. The necessary paperwork can be accessed at www.dss.mil, please download the Electronic Personnel Security Questionnaire (EPSQ) 2.2 version and fill out Standard Form (SF) 85P, *Questionnaire for Public Trust Positions*.

4.11.4. National Agency Check (NAC) Security Clearance: The Contractor shall provide a background checks and security clearance for all contractor personnel. The Government will identify the level of Security Clearance required to accomplish the services being performed. The minimum clearance required shall be a NAC clearance. The COR will provide the appropriate security clearance forms to the contractor IAW FAR Clause 52.204-2, *Security Requirement*, Alternate I.

4.11.5. Information Security

4.11.5.1. The Contractor shall retain all data in strictest confidence and prevent the unauthorized duplication, use and disclosure of information. The contractor shall follow DoD, Fort Detrick, MRMC, and TATRC security regulations and procedures. The Contractor shall ensure that all personnel exposed to data that is subject to the Privacy Act of 1974 and Health Insurance Portability and Accountability Act (HIPAA) and are required to take appropriate action to prevent disclosure of this information.

4.11.5.2. All data received, processed, evaluated, loaded and created as a result of this award shall remain the sole property of the Government and shall be returned to the Government at the conclusion of the contract unless the Contracting Officer grants specific exception.

4.11.5.3. Proprietary Information. The contractor is prohibited from appropriation, disclosure, or unauthorized use of proprietary information that is acquired in the execution of this contract.

4.14.5.4. All products including files, software and other information, which are created, produced or developed during the period of performance is the property of the Government and shall be returned unless

the Government expressly grants the Contractor permission to retain the materials for continued development or publication.

4.11.5.5. Non-disclosure Agreements need to be signed by all Contractor employees proposed under this requirement before any work is performed.

4.11.5.6. The Contractor shall provide a background checks and security clearance for all contractor personnel. The Government will identify the level of Security Clearance required to accomplish the services being performed. The minimum clearance required shall be a NAC clearance. The COR will provide the appropriate security clearance forms to the contractor IAW FAR Clause 52.204-2, *Security Requirement*, Alternate I.

4.11.6. Contractor Security Training:

4.14.6.1. All Contractor employees and subcontractors under this contract are required to complete Department of Army (DA) on-line DoD Information Security Awareness Training Course within 30 days of contract award and once each year thereafter. Contractors shall provide signed certifications of completion to the CO during each year of the contract. This requirement is in addition to any other training that may be required of the contractor and subcontractor(s).

4.14.6.2. Contractor shall ensure that all personnel complete required TATRC, USAMRMC, Medical Command (MEDCOM), DA, and DoD training requirements available at <https://ia.signal.army.mil>.

4.11.7. Contractor Personnel Security: The Contractor shall ensure that contract personnel have met DA training requirements pertaining to the Privacy Act and Personally Identifiable Information (Pii) Training, which are available via the Army internet:

4.12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) of 1996:

4.12.1. The contractor shall abide by all the requirements of HIPAA regarding the privacy and confidentiality of health records and information being provided and shared under the resulting task order. The HIPAA is IAW Public Law 104-191 and Code of Federal Regulation (CFR) 45 CFR Parts 160, 162 and 164, as it relates to Privacy and Security Rules.

4.12.2. IAW DoD 6025.18-R, *Department of Defense Health Information Privacy Regulation*, January 24, 2003, the Contractor shall meet the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the HIPAA Privacy and Security regulations. This clause serves as the agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, *DoD Health Information Security Regulation* as amended. Additional requirements will be addressed when implemented.

4.12.2.1. **Definitions.** As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.

4.12.2.1.1. Individual has the same meaning as the term “individual” in 45 CFR [160.103](#) and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

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

4.12.2.1.3. Protected Health Information has the same meaning as the term “protected health information” in 45 CFR [160.103](#), limited to the information created or received by the Contractor from or on behalf of the Government pursuant to the Contract.

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

4.12.2.1.5. Required by Law has the same meaning as the term “required by law” in 45 CFR 164.103.

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

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

4.12.2.1.8. Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.

4.12.3. The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

4.12.4. The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this contract.

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

4.12.6. The Contractor shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: <http://www.tricare.mil/tma/privacy/breach.aspx>.

4.12.7. The Contractor shall report to the Government any security incident involving protected health information of which it becomes aware.

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

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

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

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

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

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

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

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

4.12.16. General Use and Disclosure Provisions: Except as otherwise limited in this clause, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure

provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government.

4.12.17. Specific Use and Disclosure Provisions

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

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

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

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

4.12.18. Obligations of the Government: Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions:

4.12.18.1. [The](#) Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520.

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

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

4.12.19. Permissible Requests by the Government: The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, [the HIPAA Security Rule, or any applicable Government regulations \(including without limitation, DoD 6025.18-R and DoD 8580.02-R\)](#) if done by the Government, except for providing Data Aggregation services to

the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

4.12.20. Termination:

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

4.12.20.2. Effect of Termination:

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

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

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

4.12.21. Miscellaneous

4.12.21.1. Regulatory References. A reference in this Clause to a section in DoD 6025.18-R, DoD 8580.02-R, *Privacy Rule or Security Rule* means the section currently in effect or as amended, and for which compliance is required.

4.12.21.2. Survival. The respective rights and obligations of **Business Associate** under the “Effect of Termination” provision of this Clause shall survive the termination of this Contract.

4.12.21.3. Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DoD 6025.18-R, DoD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.

4.13. PERFORMANCE EVALUATION MEETINGS. The CO shall require the contractor or his representative to meet with the CO, contract administrator, COR, and other Government personnel at **least quarterly**, and as often as deemed necessary. The contractor may request a meeting with the CO when deemed necessary. Meeting will be documented in the contract file with written minutes signed by the contract administrator and the CO. If the contractor does not concur with the minutes, such nonoccurrence shall be provided in writing to the CO within ten (10) calendar days of receipt of the minutes.

4.14. REIMBURSABLE EXPENSES (TRAVEL, CONFERENCE, AND TRAINING)

4.14.1. TRAVEL: Contractor personnel may be required to travel to various conferences, trainings, and meetings as required to meet the requirements of this PWS. The number of trips and destinations cannot be determined precisely. Therefore, the contractor shall use \$20,000.00 as a planning figure for preparation of their travel cost estimate. The Government will provide a not to exceed pool for all travel expenses. All travel shall be reimbursed IAW the Joint Travel Regulations (JTR). The contractor shall submit an estimate for travel to the COR for approval 15 days prior to travel to allow the contractor to obtain economical prices for travel. The estimate shall include airline ticket costs, car rental, per diem, registration fees and any costs associated with the travel. The contractor shall provide a trip report within 10 days after the completion of travel costs and as backup with invoices for reimbursement. All travel costs shall be billed within 30 days after travel is complete unless an approval for later billing is approved by the Government. Request for reimbursement of travel costs may be denied if not billed in a timely manner.

4.14.2. The contractor shall be reimbursed and subject to monetary limitation (for all transportation/relocation costs) per the JTR. The contractor shall be required to obtain a minimum of two (2) independent estimates for each transportation cost element incurred under the contract/task order. If the COR determines that a given transportation cost exceeds customary rates for like services, the contractor may be financially liable for the difference.

APPENDIX 1 - DEFINITIONS/ACROYNMS**Acronyms:**

AC – Active Duty Component
 ACoS - Assistant Chief of Staff
 AHLTA – Armed Forces Health Longitudinal Technology Application
 AKO - Army Knowledge Online
 AMEDD – Army Medical Department
 ARNG – Army Reserve National Guard
 BH - Behavioral Health
 CBWTU - Community Based Warrior Transition Units
 CHCS – Composite Health Care System
 CLIN – Contract Line Item Number
 CLINOPS - Clinical Operations
 CONUS – Continental United States
 CDR – Contracting Discrepancy Report
 COR – Contracting Officer’s Representative
 COR/QAE – Contracting Officer’s Representative and or/Quality Assurance Evaluator
 DA - Department of the Army
 DoD – Department of Defense
 EMRC – Europe Regional Medical Command
 GPRMC - Great Plains Regional Medical Command
 GWOT - Global War on Terrorism
 HQ – Headquarters
 IPA – Intergovernmental Personnel Act
 ID/IQ – Indefinite Delivery/Indefinite Quantity
 ISO - Information Security Officer
 IT – Information Technology
 JTR - Joint Travel Regulation
 KO – Contracting Officer
 MEDCOM – Army Medical Command
 mTBI – Mild Traumatic Brain Injury
 MTF - Military Treatment Facility
 NRMC - Northern Regional Medical Command
 OEF – Operation Enduring Freedom
 OIF – Operation Iraqi Freedom
 OTSG - Office of the Surgeon General
 PBA – Performance Based Acquisition
 PBWS - Performance Based Work Statement
 PRMC – Pacific Regional Medical Command
 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
 RCF - Reserve Component Forces
 RMC – Regional Medical Command
 RFP – Request For Proposal
 SMMRS – Support for Military Medical Research for the Soldier
 SRMC - Southern Regional Medical Command
 TATRC – Telemedicine and Advanced Technology Research Center
 TBI – Traumatic Brain Injury

TDY - Temporary Duty

TJC - The Joint Commission

US – United States

USAMITC - United States Army Medical Information Technology Center

USAMRMC – United States Army Medical Research and Materiel Command

USAR – United States Army Reserve

USG – United States Government

WRMC - Western Regional Medical Command

WTC – Warrior Transition Command

WTU – Warrior Transition Unit

APPENDIX 2 - APPLICABLE PUBLICATIONS AND FORMS

Publications and forms applicable to the performance work statement (PWS) are listed below. The Contractor is obligated to follow those publications. These publications are available in the MTF and maintained by the Government. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract.

(LIST ALL APPLICABLE PUBLICATIONS)

PUBLICATION NO. SECTION/PARA/LINE	TITLE	DATE	MANDATORY ADVISORY (M/A)
4.21.1. DEPARTMENT OF DEFENSE (DoD) REGULATIONS/MANUALS INSTRUCTIONS/DIRECTIVES			
	DoD Instruction (DoDI) 1402.5, Criminal History Background Checks on Individuals in Child Care Services	Jan 93	M
	DoD Directive (DoDD) 5500.7, Standards of Conduct	Mar 87	M
	DoD 6025.18-R, DoD Health Information Privacy Regulation	Dec 09	M
	DoD 8580.02-R, DoD Health Information Security Regulation	Jul 07	M
4.21.2. ARMY REGULATIONS/MANUALS/INSTRUCTIONS			
4.21.3. OTHER REFERENCES			
	Public Law (PL) 104-191, Health Insurance Portability and Accountability Act of 1996	Aug 96	M
	Code of Federal Regulation (CFR) 45 CFR Part 160, General Administrative Requirements	Feb 03	A
	45 CFR Parts 162, Administrative Requirements		
	45 CFR Parts 164, Security and Privacy		
4.21.4. FORMS			
	Standard Form (SF) 85P, Questionnaire for Public Trust Positions	Sept 95	M

CLAUSES INCORPORATED BY FULL TEXT

**CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES)
(APR 2011) (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 can be reach at 703-695-5103 or 703-695-5058 for any technical questions. The help desk can also be contacted via email: contractormanpower@hqda.army.mil. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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.

KEY PERSONNEL (MAR 1999) (USAMRAA)

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

Case Manager (RN)
Project Manager
System Engineer
Computer Systems Analyst

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

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

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

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

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

Section 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	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2011 TO 30-JUN-2012	N/A	USA MED RESEARCH MAT CMD TMED AND ADV TECH RSRCH CTR TATRC 504 SCOTT STREET FORT DETRICK MD 21702-5012 FOB: Destination	W90ERG
0002	POP 01-JUL-2011 TO 30-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0003	POP 01-JUL-2011 TO 30-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1001	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1002	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1003	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2001	POP 01-JUL-2013 TO 30-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2002	POP 01-JUL-2013 TO 30-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2003	POP 01-JUL-2013 TO 30-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3001	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3002	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3003	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG

CLAUSES INCORPORATED BY FULL TEXT

TASK/DELIVERY ORDERS (DEC 2006) (USAMRAA)

- a. The contractor shall perform in accordance with the contract schedule and as called for by orders issued in accordance with this clause.
- b. The SF 1155 or 1449 will be used to issue task assignments and to signify Contracting Officer notification to commence work under the individual task orders. The contractor shall not proceed with the task until notification is received from the Contracting Officer.
- c. The task/delivery orders, and modifications to task/delivery orders, will be numbered by the issuing office. Modifications to the task/delivery orders will be designated by the modification number and contain the original task order number.
- d. The contractor shall identify all correspondence, reports, drawings, and other pertinent papers in connection with the contract by imprinting thereon the task/delivery order and the contract number, plus any other references furnished by the Contracting Officer.
- e. The total of all completed and outstanding Task/Delivery Orders will at no time exceed the current amount obligated.
- f. The Competition Advocate for the U.S. Army Medical Research Materiel Command, Fort Detrick, Maryland has been designated as the Ombudsman for this contract. (applicable to multiple award contracts only)
- g. Procedures:
 - (1) Prior to issuance of a Task/Delivery Order and upon definition of the Government requirement, the Contracting Officer will, in writing, issue to the contractor a Task/Delivery Order Request for 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 a firm-fixed price amount.

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

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.245-1	Government Property	AUG 2010
52.245-2	Government Property Installation Operation Services	AUG 2010
52.245-9	Use And Charges	AUG 2010

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT CEILING (MAR 1999) (USAMRAA)

The ceiling price of this contract is \$5,000,000.00. 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 C 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.

TRAVEL (JULY 2007) (USAMRAA)

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

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

PROPERTY ADMINISTRATOR (MAR 1999) (USAMRAA)

The designated property administrator for Government property acquired for use under this contract is Contracting Officer's Representative (COR).

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.

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

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

Wide Area Workflow (WAWF) (see instructions below)

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

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

Other (please specify) _____

DFAS POC and Phone: 800-553-0527

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

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Rome, 800-553-0527. Please have your purchase order/contract number ready when calling about payments.

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

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

TYPE OF DOCUMENT [Check the appropriate type)

Commercial Item Financing

Construction Invoice (Contractor Only)

Invoice (Contractor Only)

(Invoice and Receiving Report COMBO)

___XX_ Invoice as 2-in-1 (Services Only)

_____ Performance Based Payment (Government Only)

_____ Progress Payment (Government Only)

_____ Cost Voucher (Government Only)

_____ Receiving Report (Government Only)

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

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

_____ Summary Cost Voucher (Government Only)

CAGE CODE: [Enter Contractor Cage Code here]

ISSUE BY DODAAC: W81XWH

ADMIN BY DODAAC: W81XWH

INSPECT BY DODAAC: N/A

ACCEPT BY DODAAC: W90ERG

SHIP TO DODAAC: W90ERG

LOCAL PROCESSING OFFICE DODDAC: N/A

PAYMENT OFFICE FISCAL STATION CODE: HQ0302

EMAIL POINTS OF CONTACT LISTING: [Contractor to enter email addresses] - (Use Group e-mail accounts if applicable)

INSPECTOR: N/A

ACCEPTOR: Holly.Pavlicsak@tatrc.org

RECEIVING OFFICE POC: Holly.Pavlliscak@tatrc.org

CONTRACT ADMINISTRATOR: Madeline.Wahl@amedd.army.mil

CONTRACTING OFFICER: Laura.N.Charles@amedd.army.mil

ADDITIONAL CONTACT: USAMRAA.TAN@amedd.army.mil

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995
52.219-11	Special 8(A) Contract Conditions	FEB 1990
52.219-12	Special 8(A) Subcontract Conditions	FEB 1990
52.219-17	Section 8(A) Award	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-51	Exemption from Application of the Service Contract act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements	NOV 2007
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.245-1	Government Property	AUG 2010
52.247-34	F.O.B. Destination	NOV 1991
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Export-Controlled Items	APR 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.004-4002 Contractor Performance Assessment Reporting System (CPARS) (USAMRAA) (September 2009)

The Contractor Performance Assessment Reporting System (CPARS) has been adopted electronically to capture assessment data and manage the evaluation process. CPARS is used to assess a contractor's performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS Automated Information System (AIS) collection tool and other CPARS information can be accessed at <https://www.cpars.csd.disa.mil>. CPARS collects contractor performance information and passes it to the Federal Past Performance Information Retrieval System (PPIRS) where it can be retrieved by Federal Government Agencies including the DoD Services. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of contractor performance. Both government and contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. The Contractor shall assign and provide to the Contracting Officer's Representative (COR), within 10 calendar days after award, the name, title, email address and phone number of the designated Contractor Representative (CR) within their firm who will be responsible for CPAR information and reviewing the Government's proposed assessment for the period of performance. A User ID and Password for the CPARS will be provided to the designated CR for this purpose of accessing the CPARS. The CR has the authority to: Receive the Government evaluation; Review/comment/return the evaluation to the Government within 30 calendar days after the Government's evaluation is completed; Request a meeting to discuss the CPAR. This meeting must be requested, in writing, no later than seven calendar days from the receipt of the CPAR and must be held during the contractor's 30-day review period. The CR must either concur or nonconcur to each CPAR.

CLAUSES INCORPORATED BY FULL TEXT

EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)

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

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 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)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The evaluation factors listed in Section J – Exhibit C of the solicitation shall be used to evaluate offers.

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved].

XX (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

XX (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

___ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

_XX (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

XX (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

___ (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

XX (23) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (24) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

XX (25) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

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

XX (27) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

XX (28) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

XX (29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

XX (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (31) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (32) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

XX (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

XX (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

XX (ii) Alternate I (DEC 2007) of 52.223-16. .

XX (35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (36) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (37)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (39) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (43) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (44) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (45) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (46) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (47) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

XX (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

__XX__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__XX__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

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

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through 30 JUN 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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, 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 **\$1,000,000.00**;

(2) Any order for a combination of items in excess of **\$1,000,000.00**; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **15** 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 **expiration of contract or exercise of last option year**.

(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.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)-- ALTERNATE I (APR 2005)

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

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

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

(3) The offeror's approved business plan is on the file and serviced by 8(a) concerns within one or more SBA

districts.

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

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

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

(2) The insert name of SBA's contractor will notify the U.S. Army Medical Research Acquisition Activity (USAMRAA) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(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. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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 date specified in the contract for exercising 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/sizestandardsttopics/>.

(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 that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause 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-11-C-____.

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

(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 address: www.usamraa.army.mil

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2011)

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

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

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

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(5)(i) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) Alternate I (DEC 2010) of 252.225-7001.

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11)(i) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (SEP 2008)

(iii) Alternate II (DEC 2010) of 252.225-7021.

(12) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(iii) ___ Alternate II (DEC 2010) of 252.225-7036.

(iv) ___ Alternate III (DEC 2010) of 252.225-7036.

(15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) __XX_ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).

(18) __XX_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) __XX_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) __XX_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) __XX_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(23) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(24) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(25)(i) __XX_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(26) __XX_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

PROTECTION OF GOVERNMENT-PROVIDED COMMUNICATIONS SYSTEMS AND OTHER RESOURCES (DEC 2006)(USAMRAA)

The Contractor acknowledges its obligation to protect Government-provided communications systems, and other Government-provided resources, from misuse by its employees. Contractor employees shall not use Government communications systems, or other resources, for unauthorized purposes, such as, but not limited to, those discussed in the Joint Ethics Regulation, DoD 5500.7-R, Paragraphs 2-301a and 2-301b. Upon discovery of such misuses, the Government shall have the sole contractual right to have any such offending Contractor employee removed from the Government contract without any reduction of, or delay in, the Contractor's performance or delivery obligations.

Section J - List of Documents, Exhibits and Other Attachments

EXHIBIT A - LABOR RATE SHEET
SEE ATTACHEDEXHIBIT B - QASP
SEE ATTACHEDEXHIBIT C - EVALUATION FACTORS

The Government will award an IDIQ contract with task orders resulting from this request for proposal (RFP) to the responsible offeror whose proposal conform to requirements of this solicitation and most advantageous to the Government, price and other factors considered. The following information or factors shall be used to evaluate offers:

1. The Government will evaluate proposals submitted in response to this solicitation, which meet the Material Requirements of the solicitation IAW the schedule, the PWS and the factors listed below. Failure to provide the minimal information needed for each factor may result in the proposal being considered non-responsive.
2. This procurement will be a single award on a best value evaluation resulting from this solicitation to the responsible offeror:
 - a. Whose proposal is technically acceptable and
 - b. Whose technical/price relationship is the most advantageous to the Government. While price is secondary to technical, it will be a factor in the award decision.
 - c. The Government reserves the right to make price/technical tradeoffs that are in the best interest and advantageous to the Government.
 - d. Award may be made without discussions, except for minor clarifications.

Relative Importance of all Factors and Sub-factors

The Evaluation Factors are listed in descending order of importance, except that Past Performance, Technical Approach and Personnel Qualifications are of equal importance, and when combined are significantly more important than the draft Contractor Quality Control Plan (QCP), draft Organizational Conflict of Interest Mitigation Plan (OCI), and Price. Price is the least important factor. All factors listed within each evaluation factor are more importance than price. Sub factors listed within each evaluation factor are of equal importance.

Evaluation Factors

1. This section is intended to explain the rationale and precise minimum criteria by which proposals, resulting from the request will be evaluated by the Government. Offerors shall prepare proposals with these criteria in mind, both in terms of content and organization, in order to assist the Contracting Officer

in determining the relative merit of the proposal in relation to the requirements as defined by the PWS. Offerors are advised that they are not restricted in what is presented in their proposals as long as sufficient material are provided to allow evaluation of specific elements of the quote as defined by the evaluation factors.

2. General Definition: The evaluation criteria for this procurement are categorized into several factors. The information presented in each factors and sub factors are considered to be the desirable minimum traits of a contractor performing under a task order, awarded from this solicitation. General definition of these factors is as follows:

Factor 1 – Past Performance

Past Performance on the same or similar work of comparable size and complexity in the last three (3) years. Submit a minimum of three (3) completed questionnaires with your quote. (Attachment 1 of solicitation)

Factor 2 – Technical Approach

Understanding the Requirement as demonstrated by the adequacy of the offeror's approach to perform the PWS.

Factor 3 - Personnel Qualifications

Competency and likely effectiveness of the Offeror's personnel as determined by education and relevant experience, including relevant experience in general and research operations, regulated studies procedures, product development experience, and publication record. Key personnel resumes will be evaluated based on the relevance of the individual's education and experience relative to the PWS. The Government will evaluate the adequacy of the offeror's plan to retain and recruit qualified personnel.

Factor 4 – Draft Contractor Quality Control Plan (QCP)

The Government will evaluate the adequacy of your Quality Control Plan (QCP) to include processes to ensure timely and successful performance of the PWS. The Final Contractor Quality Control Plan is a deliverable and shall be provided 10 days after contract award.

Factor 5 – Draft Organizational Conflict of Interest Mitigation Plan (OCI)

The Government will evaluate the adequacy of the OCI plan to ensure proper execution of the requirements of the PWS. The Final OCI Mitigation Plan is a deliverable and shall be provided 10 days after contract award.

Factor 6 – Price

Price will be evaluated to determine price fair and reasonableness. Therefore, the Contracting Officer will be responsible for ensuring price is reasonable and negotiating discounts, whenever practicable.

2. Submission of Technical Proposal. Offeror's shall send four (4) copies of their technical proposal, and three (3) copies of their Past Performance and Price proposal. Please provide CD's in accordance with the instruction on this solicitation. Please see Section L of this solicitation for more instruction. Pricing shall be kept separate from these packages.

Copies can be mailed to the following address:

Director
U.S. Army Medical Research Acquisition Activity (USAMRAA)
ATTN: MCMR-AAA-T/W81XWH-11-R-0031 (Madeline Wahl, Contract Specialist)
820 Chandler Street
Fort Detrick, MD 21702

4. Price and non-price related factors when combined equal total evaluated rating.

(a) Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

ATTACH 1 - PAST PERFORMANCE Q.
SEE ATTACHMENT

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.227-7028 Technical Data or Computer Software Previously Delivered to JUN 1995
the Government

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2011)

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

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

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It * is, * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: ----- . Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

(i) It [squ] is, [squ] 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____

-	-
_____	_____
-	-
_____	_____
-	-

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other -----.
- (5) Common parent.
- () Offeror is not owned or controlled by a common parent;
- () Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

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

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

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

(b) 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) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: ----.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It * is, * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns

that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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 it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(8) (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 [squ] is, [squ] 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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--

(End of provision)

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

(a) Definitions.

As used in this clause-

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

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

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

(b) Certification.

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

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

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

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL SUBMISSION**SECTION L****PROPOSAL SUBMISSION****A. INSTRUCTIONS TO OFFERORS**

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

The Government intends to evaluate proposals and award without discussions with contractors. Therefore, the contractor's initial proposal should contain the contractor's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions in the Contracting Officer (CO) determined that it is deemed necessary later. The Government may reject any or all proposals if such action is in the Government best interest; accept other than the lowest proposal; and waive informalities and minor irregularities in proposals received.

SUBMISSION OF PROPOSALS: Proposals shall be submitted and received in three (3) Volumes and no later than **24 June 2011 by 2:00 PM Local Time, Frederick, MD.**

Volume 1 - TECHNICAL PROPOSAL

Volume 2 - PAST PERFORMANCE/PERFORMANCE RISK

Volume 3 – PRICE PROPOSAL

1. Each volumes shall be separate and complete, so that the evaluation of each one may be accomplished independently and concurrently with, evaluation of the others. Each Volume shall be placed on a separate CD.

Proposals shall be submitted to the following address:

Director
 U.S. Army Medical Research Acquisition Activity (USAMRAA)
 ATTN: MCMR-AAA-T/W81XWH-11-R-0031 (Madeline Wahl, Contract Specialist 820
 Chandler Street
 Fort Detrick, MD 21702-5014

2. All questions in reference to this solicitation shall be submitted in writing via email no later than **15 June 2011 by 2:00 PM Local Time, Frederick, MD and closing date for receipt of proposal is 24 June 2011 by 2:00 PM Local Time, Frederick, MD.** Questions are to be submitted to both Ms. Madeline Wahl, Contract Specialist at madeline.wahl@amedd.army.mil and Ms. Laura N Charles, Contracting Officer at laura.n.charles@amedd.army.mil to include the follow subject line: the solicitation number: **W81XWH-11-R-0031** and project title, company name, and point of contact information.. Questions will not be addressed by telephone. Responses to all questions will be provided by amendment to the solicitation. In the event that

multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the issue. No additional questions will be accepted after the stated date(s).

3. Offerors shall referred to FAR 52.212-1, Instructions to Offerors Provisions, 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. Contractors shall complete and return all RFPs prior to the time specified in Block 8 of the standard form (SF) 1449 in order to be considered for award. Proposals shall be received before the closing date and time specify in this RFP or the proposal will be considered untimely and may be rejected.

4. Evaluation of Proposals: The Government will evaluate proposals in accordance with the evaluation criteria set forth in this RFP.

5. An Offeror's proposal shall stipulate that it is predicated upon all the terms and conditions of this RFP.

6. It is understood that the Offeror's proposal will become part of the official contract file.

B. PROPOSAL FORMATTING & PACKAGING GUIDELINES

1. **Format.** The Government's preferred format is as follows: The submission should be clearly indexed and logically assembled. Each volume should be clearly identified and should begin at the top of a page. All pages of each volume should be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. The proposal shall be clear and legible. Attachments shall conform to the following guidelines:

- **Type Font:** 12 point, 10 pitch (Times New Roman)
- **Spacing:** Single-spacing between lines of text
- **Margins:** 1.0 inches on all sides
- **Acronyms:** Spell out all acronyms the first time when they are used. One page following the proposal body is allocated to spell out acronyms, abbreviations and symbols.
- **Language:** English
- **Format:** Microsoft Office Applications (i.e. MS Word, Excel)
- **Graphics & Tables:** 8 point, 10 pitch (Arial).

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

2. **File Packaging.** None of the proposal files shall be compressed (zipped). Zipped files cannot be opened by the Contracting Office.

3. **Page Limitations.** Page limitations shall be treated as maximums. If exceeded, the excess pages will not be considered in the evaluation of the proposals and will be destroyed without review. Volume 1 shall be tabbed to separate major sections—e.g., Technical Approach and all its subfactors. Offerors may also tab the Organizational Conflict of Interest (OCI) Mitigation Plan and the draft Quality Control Plan, and the draft Recruitment/Retention Plan. Tabs will not count against the indicated page limits and shall contain no other information besides tab title. Volume 2 shall be tabbed to separate major sections—e.g., Past Performance/Performance Risk. Offerors shall provide the number of hard and electronic file copies as follows:

CD	Contents	Title	Number of
----	----------	-------	-----------

			Hard/Electronic Copies
A	Volume 1	Technical Approach	4/5
B	Volume 2	Past Performance/ Performance Risk	4/5
C	Volume 3	Price Proposal	2/2

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

C. VOLUME CONTENT

1. Volume 1 - TECHNICAL PROPOSAL

The Technical Proposal is required to meet all requirements of the RFP, not just Evaluation Factors to be eligible for award. The Offeror shall submit a proposal comprehensive enough to provide the basis for a sound evaluation by the Government. The Technical Proposal shall not exceed 50 pages including resumes and required plans. Pages exceeding the specific page limitation will be removed and not forwarded for evaluation. The Technical Proposal shall include a discussion of the Offeror's methodology to meet all the requirements of the PWS. The Technical discussion shall be specific, detailed, and complete enough to clearly and fully demonstrate that the Offeror understands the requirements and the inherent problems associated with the objectives of this procurement. Stating that the Offeror understands and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as, "Standard procedures will be employed" and "Well-known techniques will be used." The Technical Proposal shall be sufficient as to the Offeror proposes to comply with the PWS including a full explanation of the techniques and procedures the Offeror proposes to follow. Technical Proposals shall also include a proposed Quality Control Plan (PWS 2.5.1) for the Government's consideration in development of the Government's Quality Assurance Surveillance Plan (QASP). A QASP will specify the work requiring surveillance and the method of surveillance to determine that the services conform to the contract requirements. In addition, Technical Proposals shall include a draft Staffing and Recruitment Plan (PWS 2.5.1.2) and a draft Organizational Conflict of Interest Mitigation Plan (PWS 2.5.1.3).

(a) Technical Approach

The Offeror shall provide the following information, at a minimum:

(i) A proposed business approach to meeting the requirements of the PWS. This includes management of medical research and development contracts. The Offeror shall identify the personnel considered to be key personnel in meeting the requirements of the PWS. The Offeror shall identify the labor categories and corresponding effort that will be used in performing the work. The Offeror shall discuss the proposed labor categories in relation to experience, responsibilities and education in outlining its approach to meeting the PWS requirements.

(b) Personnel Qualifications

The Offeror shall provide the following information, at a minimum: (1) the qualifications of the Offeror's proposed Key Personnel (Project Officer, Nurse Case Manager/Liaisons) to include relevant education, training, and credentials; (2) the competency of the Offeror's personnel as determined by relevant experience to include general and research operations, regulated studies procedures, product development experience, and publication record; (3) qualification of personnel under the proposed labor categories; and (4) a draft Recruitment/Retention Plan to demonstrate their ability to recruit, retain and competent qualified personnel with the qualification and skills to successfully perform the requirements of the PWS. The Offeror shall provide a draft Recruitment/Retention Plan to demonstrate their ability to recruit and retain qualified and competent personnel with the qualifications and skills to successfully perform the requirements of the PWS. This includes any applicable licenses or regulatory certificates. The draft Recruitment/Retention Plan shall include methods to recruit and retain qualified U.S. applicants and resident/non-resident alien scientists.

(c) Draft Quality Control Plan (QCP) for timely and successful performance of the requirements of the PWS. A final QCP will be provided 10 days after contract award.

(d) Draft Staffing and Recruitment Plan shall be provided with the contractor's competitive proposal. The final Staffing and Recruitment plan shall be submitted 10 days after contract award, and shall include resumes.

(e) Draft Organizational Conflict of Interest (OCI) Mitigation Plan shall be provided with the contractor's competitive proposal. The final OCI plan shall be submitted 10 days after contract award

2. Volume 2 - PAST PERFORMANCE/PERFORMANCE RISK & SUBCONTRACTING PLAN

(a) Past Performance/Performance Risk

The Offeror shall describe awards of a nature and complexity similar to this proposed service contract and provide references in which the Offeror is presently performing or has performed in the past (within last 3 years) for the same or similar services. The past performance can be Government and/or commercial in nature; however, specific support provided to life sciences research, biomedical laboratories or other Government agencies.

Each contract description should provide the following information: Project or contract title; award number, contracting agency, type of contract, and total dollar value; date of contract and period of performance; Government agency or firm for which the work has been performed, including address, points of contact (project manager and contracting officer, name, title, address and telephone number; brief description of the contract work, scope and responsibilities; the average number of personnel (key and other personnel) assigned to the respective contract(s). In addition, a brief description of how the cited work is the same or similar to the proposed effort being submitted.

The Past Performance Proposal may not exceed 10 pages inclusive of references.

Sample format for past performance information:

Contracting Organization:	
Contract Number:	
Contract Type:	
Period of Performance:	
Current Contract Value:	
Contact Person:	

DESCRIPTION OF WORK: (Provide a synopsis of work performed).

Past performance provided shall include both prime and subcontractor experience. Offerors shall describe problems encountered in the performance of similar services and describe how the problem(s) was/were resolved. **The Offeror shall have the referenced sources submit a Past Performance Questionnaire (Attachment 1) directly to the Contract Specialist, Ms. Madeline Wahl at Madeline.Wahl@amedd.army.mil prior to the closing date of the solicitation.** Past performance information obtained by the Government from other sources may also be used for evaluation. The information gathered will be used to assess the relevancy of previous services performed and to determine the degree of performance risk involved in accepting each Offeror's proposal. In the event an established Offeror is simply without a record of past performance, the Offeror's lack of past performance will be evaluated as an unknown risk having no favorable or unfavorable impact on the evaluation.

3. Volume 3 – PRICE PROPOSAL

Price Proposal shall consist of the following parts:

- Fully burdened hourly labor rates for all suggested labor categories and any additional proposed labor categories or levels (Completed Exhibit A). The proposal shall include rates for all Contract Line Item Numbers (CLINS) stated in Section B.2, Price/Cost Schedule of the SF 1449 and Exhibit A, with exception of Travel, which has already been estimated by the Government.
- Pricing information relating to Contractor Manpower Reporting requirements.
- Representations and Certifications.
- Signed SF1449 and required acknowledged solicitation amendments.

Suggested descriptions and historical contractor support are provided in Exhibit A of the RFP. Pricing shall be provided for individual labor categories as contained in Exhibit A of the RFP. The Government will evaluate offers for award purposes by comparing the fully burdened hourly labor rates proposed in Exhibit A and for the base year and all option years.

Solicitation, Offer and Award - Each Offeror shall complete (fill-in and signatures) Section A of the solicitation (Standard Form (SF) 1449), Solicitation/Contract/Order for Commercial Items provided with the solicitation. An authorized official of the firm shall sign the SF 1449 and acknowledge receipt of all amendments issued. An Acrobat PDF file shall be created to capture the signatures for submission.

Offeror Representations and Certifications - The Offeror shall complete the annual representations and certifications electronically through the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>. In addition to submission to ORCA, the Offeror shall provide completed FAR 52.212-3 provision, Offeror Representations and Certifications – Commercial Items.

The business proposal should be specific and complete in every detail. The method of payment is Wide Area Workflow (WAWF). Contractors will use the 2in1 invoice format.

CLAUSES INCORPORATED BY REFERENCE

52.214-21	Descriptive Literature	APR 2002
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.233-3	Protest After Award	AUG 1996
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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

(a) Recompetition 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)

52.233-2 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 (USAMRAA)

ATTN: MCMR-AAA-T (Laura N.Charles)
820 Chandler St.
Ft. Detrick, MD 21702

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

(End of provision)

52.252-1 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 address:

www.usamraa.army.mil

(End of provision)