

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES | |
|--|----------------------------------|---|--|---|--------|
| | | | J | 1 | 19 |
| 2. AMENDMENT/MODIFICATION NO. 0002 | 3. EFFECTIVE DATE 20-Jun-2011 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014 | CODE W81XWH | 7. ADMINISTERED BY (If other than item 6) US ARMY MEDICAL RESEARCH ACQUISITION ACT ATTN: MADELINE WAHL MADELINE.WAHL@AMEDD.ARMY.MIL FORT DETRICK MD 21702 | | CODE | W81XWH |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | X | 9A. AMENDMENT OF SOLICITATION NO. W81XWH-11-R-0031 | |
| | | | X | 9B. DATED (SEE ITEM 11) 10-Jun-2011 | |
| | | | | 10A. MOD. OF CONTRACT/ORDER NO. | |
| | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | FACILITY CODE | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. | | | | | |
| <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | |
| <p>The purpose of this amendment is to post responses to clarifications and questions to the solicitation and changed/revised the following:</p> <ol style="list-style-type: none"> 1) Change CLINS 0002, 1002, 2002, and 3002 from FFP to Cost Reimbursement; 2) Change CLIN 0001 Base Year period of performance to read: Date of Award through 30 June 2012; 3) Revised Section J - Exhibit A - Labor Rates to identify estimated labor hours; 4) Revised Section J - Exhibit C - Evaluation Factors and Section L - Proposal Submission to clarify the number of copies of proposals and that proposals can be mailed or emailed to Madeline.Wahl@amedd.army.mil. 5) All other terms and conditions remain unchanged. | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | |
| | | | TEL: | EMAIL: | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
| _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | | 20-Jun-2011 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

MOD 1 QUESTIONS/CLARIFICATION

**SOLICITATION W81XWH-11-R-0031
MCARE STAFFING SUPPORT SERVICE
QUESTION AND CLARIFICATION**

1. Can we get the contact information for the incumbent staffs that are currently providing services?

The Government cannot release that information.

2. How many FTEs will be needed at each location and which labor categories per location?

CBWTU-IL - 1 EA - Nurse Case Manager (Level 3)
CBWTU-MA – 1 EA - Nurse Case Manager (Level 3)
CBWTU-VA – 1 EA - Nurse Case Manager (Level 2)
CBWTU-FL – 1 EA - Nurse Case Manager (Level 2)
CBWTU-AL – 1 EA - Nurse Case Manager (Level 2)
Walter Reed/DC Area – 1 EA - Project Manager (Level 3)
Fort Gordon - 2 EA - IT Support Specialists (Level 1)

3. Will the Government release the amount of hours that will be needed per labor category (per year) in order to better price for this opportunity?

Yes, please review Exhibit A – Labor Rates.

4. Concerning past performance, if we are planning on teaming, how many references can be submitted by the prime and/or sub?

Only three copies are required for the Past Performance Questionnaire. It can be a combination of both, as long as we receive three (3) copies.

5. Is there an incumbent providing the services or subset of the services required? If so, is the current contract ending and this is a recompetete? Also, can you provide details on period of performance and contract value for the current contract, task orders issues and values for those?

Yes, this is a recompetete. The incumbent for the existing contract is Ke’Aki Technology. The contract ends upon award of this requirement. As for the contract value plus task order values this information is not available.

6. Do you have information on current level of effort and expected level of effort for task orders in the future?

Current level of effort for each Nurse Case Manager is FTE (1920 hours annually) as is the Project Manager position. The IT Support Specialists are part time assignments, not to exceed 960 hours annually, and only the for the base year of the contract.

7. For Attachment A, estimated labor hours are requested. Should we assume that each labor category listed is equivalent to a single fulltime employee? Since this is an IDIQ award, determining level of effort for future task orders cannot be determined on an FFP basis.

Please review the revised Labor Rates, Exhibit A, Section J and paragraph 6 above.

8. Section B, page 4 of 94 states "Item 0001 Base Year – Date of Award through 30 June 11." We assume the date should be through 30 June 2012. Is our assumption correct?

Yes, you are correct the performance period should read, "Date of Award through 30 June 2012. The SF 1449 has been updated.

9. What type of software and operating systems are being used in current server and network systems in place for data collection and reporting?

The software and operating systems are predominantly standard MS Operating Systems (2007, XP SQL), however there is an Apache Web Server and My SQLvv application.

10. What is the contractor's role regarding AHLTA and CHCS systems? Is this data entry and reporting, or is there an IT maintenance component as well?

No, IT maintained for AHLTA or CHCS, the Nurse Case Managers are expected to access information from these enterprise systems at their locations, but the IT support is not related to this at all.

11. Page 14 of 94 Performance requirements 1.4.1 states "the Contractor shall furnish the necessary personnel, equipment, and supplies." Will the Government be providing an estimate for equipment as well?

This is standard language to describe the Government requirement for contractor to provide whatever is necessary to complete the mission. Since this requirement is for service for contractor personnel, then that is what you will provide to complete the mission and any other equipment or supplies required by you in Section 3 of the PWS for your personnel. Those expenses are incurred by the contractor, not the Government.

12. In Section 4.1.4 on page 37 it states that the Travel will be reimbursable and that an estimate of \$20,000 should be used for each contract period. However in Section B the ODC – Travel and Training CLINS are stated as a FFP CLIN. Please clarify if these costs will be cost reimbursable or if they will be FFP.

Yes, the Travel and Training CLIN is cost reimbursable, but the contractor is required get approval for all travel and expenses as spell out in the CLIN and the PWS.

13. In Section L, Part B on page 4 of 6 in Amendment 0001, it states that both the Technical and Past Performance will require 4 hard copies and 5 electronic copies and that the Price Proposal will require 2 hard and electronic copies for submission. However in Section J; Exhibit C; Factor 6 Price found on page 69 of the Solicitation it states the following "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". Please clarify the number of copies required for each Volume; Technical Proposal, Past Performance, and Price Proposal.

Contractor should submit four (4) copies of Volume 1 and 2, and two (2) copies of Volume 3. Section J, Exhibit C has been corrected.

14. Can proposals be hand delivered?

Proposal can be either mail to the address as stated in the solicitation or email to madeline.wahl@amedd.army.mil. Mail includes FEDX, UPS, or whatever method you choose to mail it. As for hand carry, it is at your own risk, because there is no one at the door to take receipt of proposals, therefore your package may be rejected for delay. The best method is to follow the instruction in the solicitation.

All proposals must be received by the closing time and date stated in the solicitation, any proposal received after the time and date stated in solicitation will be rejected.

15. Please change the NAICS from 541990 – All Other Professional, Scientific, and Technical Services, to 541712 – Research and Development in the Physical, Engineering, and Life Sciences.

The stated NAICS in this solicitation has been approved by both Small Business Administration (SBA) and USAMRAA Associate Director of Small Business. Our market research reveals that this is the appropriate NAICS for this requirement and best fit the Government requirement. Contractor who does not have this NAICS register under their Central Contractor Registration (CCR) should contact their SBA representative to amend their registration. Therefore the NAICS 5141990 is correct for this requirement.

The following have been modified:

SOLICITATION SUMMARY

PROJECT TITLE: TATRC mCare Cell Phone Initiative

PERIOD OF PERFORMANCE:

Base Year: Date of Award 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

CLIN 0001

The CLIN description has changed from BASE YR - Date of Award thru 30 Jun 2011 to BASE YR - Date of Award thru 30 Jun 2012.

The CLIN extended description has changed from mCare Support Services Contractor shall provide support services in accordance with (IAW) the attached Performance Work Statement (PWS). to mCare Support Services Contractor shall provide support services in accordance with (IAW) the attached Performance Work Statement (PWS)..

The NAICS code has changed from 541690 to 541990.

CLIN 0002

The contract type has changed from FFP to COST.

The pricing detail quantity 1.00 has been deleted.

The NAICS code has changed from 541690 to 541990.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0002 | | | Each | | |

BASE YR - ODC - TRAVEL AND TRAINING

COST

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.

FOB: Destination

MILSTRIP: W23RYX10734022

PURCHASE REQUEST NUMBER: W23RYX10734022

ESTIMATED COST

CLIN 1001

The CLIN description has changed from OPTION YR 1 - 1 Jul 12 thru 30 Jun 13 to OPTION YR 1 - mCare Support Services.

The CLIN extended description has changed from mCare Support Services Contractor shall provide support services IAW the attached PWS. to Contractor shall provide support services in accordance with (IAW) the attached Performance Work Statement (PWS)..

The NAICS code has changed from 541690 to 541990.

CLIN 1002

The contract type has changed from FFP to COST.

The pricing detail quantity 1.00 has been deleted.

The NAICS code has changed from 541690 to 541990.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 1002 | | | Each | | |
| OPTION | OPTION YR 1 - ODC - TRAVEL AND TRAINING | | | | |

COST

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

ESTIMATED COST

CLIN 2001

The CLIN description has changed from OPTION YR 2 - 1 Jul 13 thru 30 Jul 14 to OPTION YR 2 - mCare Support Services.

The CLIN extended description has changed from mCare Support Services Contractor shall provide support services IAW the attached PWS. to Contractor shall provide support services in accordance with (IAW) the attached Performance Work Statement (PWS)..

The NAICS code has changed from 541690 to 541990.

CLIN 2002

The contract type has changed from FFP to COST.

The pricing detail quantity 1.00 has been deleted.

The NAICS code has changed from 541690 to 541990.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 2002 OPTION | OPTION YR 2 - ODC - TRAVEL AND TRAINING COST | | Each | | |
| | 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 | | | | |

ESTIMATED COST

CLIN 3001

The CLIN description has changed from OPTION YR 3 - 1 Jul 14 thru 30 Jun 15 to OPTION YR 3 - mCare Support Services.

The CLIN extended description has changed from mCare Support Services Contractor shall provide support services IAW the attached PWS. to Contractor shall provide support services in accordance with (IAW) the attached Performance Work Statement (PWS)..

The NAICS code has changed from 541690 to 541990.

CLIN 3002

The contract type has changed from FFP to COST.
 The pricing detail quantity 1.00 has been deleted.
 The NAICS code has changed from 541690 to 541990.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 3002 | | | Each | | |
| OPTION | OPTION YR 3 - ODC - TRAVEL AND TRAINING | | | | |
| | COST | | | | |
| | 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 | | | | |

ESTIMATED COST

SECTION I - CONTRACT CLAUSES

The following have been modified:

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)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

EXHIBIT 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 (Volume 1) and Past Performance (Volume 2), and two (2) copies of their Price proposal (Volume 3). 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

Or emailed to Madeline.Wahl@amedd.army.mil

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.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following have been modified:

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)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

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 deems 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 **27 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 27 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 |
| B | Volume 2 | Past Performance/ Performance Risk | 4 |
| C | Volume 3 | Price Proposal | 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.

(End of Summary of Changes)