

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 95		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W81XWH-11-R-0366		6. SOLICITATION ISSUE DATE 17-Aug-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME FLODEAN P BILLINGS			b. TELEPHONE NUMBER (No Collect Calls) 301-619-2648		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 31 Aug 2011	
9. ISSUED BY US ARMY MEDICAL RESEARCH ACQUISITION ACT DIRECTOR 820 CHANDLER STREET FORT DETRICK MD 21702-5014  TEL: FAX:			CODE W81XWH		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 541990		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
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				CODE
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
	<b>SEE SCHEDULE</b>							
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 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. <input checked="" type="checkbox"/>					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><b>SEE SCHEDULE</b></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
--	-----------	---

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 SF 1449 - CONTINUATION SHEET

ADDITIONAL INFORMATION

1. **Note.** Please give special attention to clause 52.212-3. If you **are not** registered in the **Online Representations and Certifications Application (ORCA)** at <https://orca.bpn.gov/> you must complete 52.212-3 and submit with your proposal/bid. If you are already registered, follow the directions of the clause and submit documentation if applicable. **Failure to provide this information may make your proposal ineligible.**

**2. Note: The following attachments that are applicable to this Solicitation :**

- a. Attachment 1- Historical Staffing Level of Effort General and Special Support
- b. Attachment 2- Historical Labor Category Qualifications
- c. Attachment 3- Wage Determination 2005-2104 Revision 13
- d. Attachment 4- Historical Labor Rate Sheet
- e. Attachment 5 – Past Performance Questionnaire

3. **CENTRAL CONTRACTOR REGISTRATION:** Contractor registration in the Central Contractor Registration (CCR) database is "required" in order to be eligible for award of a Department of Defense (DOD) contract. Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/>.

4. Proposals may be submitted via electronic means for consideration. Electronic proposals may be transmitted via email to: [flodean.billings@us.army.mil](mailto:flodean.billings@us.army.mil). It is the contractor's responsibility to ensure that electronic proposal has been received.

5. Discussion may be conducted during the evaluation process at the discretion of the KO

6. Proposals should be submitted in the format of the solicitation (CLIN structures).

**Please submit all questions no later than 21 August 2011 at 3:00 PM EST. regarding this solicitation to [flodean.billings@amedd.army.mil](mailto:flodean.billings@amedd.army.mil) or [pamela.nevels@amedd.army.mil](mailto:pamela.nevels@amedd.army.mil).**

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)

RESEARCH PROJECT MANAGEMENT AND SCIENTIFIC/TECHNICAL SUPPORT SERVICES

**SECTION C1 – DESCRIPTION OF SERVICES****1.0 . BACKGROUND**

1.0.1. The Telemedicine and Advanced Technology Research Center (TATRC), a subordinate element of the United States Army Research and Materiel Command (USAMRMC), is charged with managing core

Research, Development, Test and Evaluation (RDT&E) and congressionally mandated projects in telemedicine and advanced medical technologies.

- 1.0.2. The Government will acquire these services by awarding a single Indefinite Delivery Indefinite Quantity (IDIQ) contract. Firm Fixed price task orders will be issued in accordance with this Performance Work Statement (PWS).

## 1.1. SCOPE

- 1.1.1. This PWS outlines the required services for the following mandatory activities in support of TATRC:

- 1.1.1.1. Regulatory Compliance Specialist Support Services
- 1.1.1.2. Mobile Health Applications Support Services
- 1.1.1.3. Mechanical Engineer for Medical Simulators Support Services
- 1.1.1.4. Vision and Chronic Disease Support Services
- 1.1.1.5. Research Project Management Support Services
- 1.1.1.6. Scientific/Technical/Clinical Support Services
- 1.1.1.7. Program Manager Support Services
- 1.1.1.8. Information Technology (IT) Advisor Support Services
- 1.1.1.9. Clinical Advisor Support Services

The contractor shall perform services in support of the TATRC at Ft. Detrick, MD, Frederick, MD, Fort Gordon, Georgia, Marina Del Rey, CA. Tele-health, CONUS, OCONUS or other off-site locations which will be specified in the individual task order.

1.1.2. The contractor shall ensure execution of medical research project management and scientific/technical support services is performed professionally, efficiently, and in accordance with (IAW) applicable laws, policies and regulations as stated below. It is anticipated that the projects will vary year by year both in terms of numbers and scientific domains. The contractor shall provide the required services with a variety of skill sets.

1.1.3. This is a non-personal services support contract. The services required under this contract are subject to Organizational Conflict of Interest (OCI) IAW the Federal Acquisition Regulation (FAR) Subpart 9.5, as performance of these services will give the Contractor access to extensive data about contracts and assistance agreements of other contractors that support the TATRC mission.

## 1.2. SPECIFIED TASK AREAS

- 1.2.1. **Task Area 1 – Regulatory Compliance Specialist Support Services.** The contract shall provide Regulatory Compliance Specialist Support Services to include, but not limited to the following activities:

1. Co-manage TATRC's regulatory compliance and human research protection program (HRPP); evaluation, consultation and management of human/animal protocols for international and domestic research; internal audits and consultations.
2. Internal staff regulatory compliance training for TATRC human research protection program. Education sessions to be presented annually.
3. Act as TATRC liaison with the Office of Research Protection (ORP); review study documents; study design consultation and education; facilitation of protocol response, clarifications and compliance; facilitate protocol approval; evaluate protocol amendments and event reports; act as liaison between contracting and investigators.
4. Protocol types in areas of research such as: advanced technology, investigational new drugs (INDs); international trials (vaccines, etc.), socio-behavioral/educational; medical devices (IDEs, 510k, PMA); Phase I, II and III clinical trials conducted by military research facilities, government, academia and industry; non-lethal weapons research, etc.
5. Function as an advisor for Contract Officer Representative (COR) during the pre-proposal to full

- proposal process. For pre-proposals for which full proposals are requested, provide guidance to CORs when solicited to assist PIs in shaping their full proposals.
6. Assist Principal Investigators (PI) after funding has been approved in matters validating contract administrators.
  7. Function as an advisor to the PRB re: human/animal use issues.
  8. Conduct detailed pre-review of protocols for PIs prior to submitting to local IRB and ORP Human Research Protections Office/Animal Care and Use Review Office (HRPO/ACURO) for review.
  9. Track submissions from date of receipt through ORP HRPO/ACURO to approval.
  10. Provide guidance to researchers and CORs/POs regarding Federal Wide Assurances, DOD Assurances, and for securing services of private IRBs.
  11. Follow-up w/ CORs/POs/PIs on bi-monthly delinquencies notifications from ORP HRPO to resolution.
  12. Upload relevant documents to EDMS from PIs relating to protocol submissions (relevant emails, protocols, consent docs, etc.).
  13. Attend Program Line Review (PLR). Review all slides from PIs prior to relevant PLR. Follow-up as necessary.
  14. Follow-up with PIs on any outstanding regulatory issues that arise during a PLR.
  15. Coordinate protocol submissions to ORP HRPO and ACURO.

**1.2.2. Task Area 2 –Mobile Health Applications Support Services.** The contractor shall provide Mobile Health Applications Support Services to include, but not limited to the following activities:

1. Serve as Technical Director for Mobile Health Applications.
2. Serve as subject matter expert on issues relating to the study, validation, and execution of Medical Distance Education/Training programs, Telemedicine, and Medical Simulation Training, Telemedicine, and Mobile Phone/Device Applications.
3. Serve as subject matter expert for the following:
  - a. Tele-TBI Cell Phone
  - b. Bioterrorism Preparedness – Education Programming for Military, Public Health and Civilian Medical Personnel
  - c. Regional Center of Excellence for PTSD
  - d. International Disability Educational Alliance
  - e. Personal Medical Record and Emergency Medical Decision Support
4. Represent TATRC at technical and programmatic meetings, product line reviews, proposal review boards, panels, and committees.
5. Serve as Program Manager for the mCare project by managing the administrative, clinical and technical operations.
6. Oversee the development and deployment of the mCare project.
7. Create a new mobile health system that has a wider range than the current mCare platform.

**1.2.3. Task Area 3 – Mechanical Engineer Services for Medical Simulators Support** The contractor shall provide Mechanical Engineer for Medical Simulators Support Services to include, but not limited to the following activities:

1. Serve as a senior advisor to Joint Program Committee 1 (JPC-1) -Medical Simulation Chair and the Joint Program Committee 1- Information Technology (JPC1-IT) Chair. Familiarize with the JPC1- Medical Simulation research portfolio, as well as Research Area Directorates (RAD) Task Areas and Task Area Managers (TAMs) within United States Army Medical Research and Materiel Command (USAMRMC) which are relevant. Provide support to Contract Officer Representatives (COR)/Grants Officer Representative (GOR) to better align research with portfolio and command priorities.
2. Convene and lead meetings with potential Principal Investigators (PI) and share portfolio/command interests. Provide technical and programmatic guidance to this area of research.

3. Participate in government Integrated Research Team (IRT) for strategic and programmatic planning. These may involve relationships with multiples agencies within the DoD, other government agencies, and academic and industry leaders.
4. Assist with the strategies for the development of various programming or procurement documents, e.g., Program Announcement, Request for Proposal, Request for Information, purchase requests.
5. Participate in USAMRMC JPC1 meetings for programs/projects.
6. Provide guidance for, and work with Portfolio Managers, COR/GOR managers, and other government agencies in preparation for, and execution of, approved research.
7. Coordinate market & technical research activities updates within the JPC1 and provide summary documents supporting recommendations.
8. Identify technical gaps in strategic plan and make recommendations or assist in development of technical / programmatic solutions.
9. Provide analysis and evaluation to improve medical simulation research programs and their administration.
10. Review research pre-proposals and full proposals to determine sufficiency of submission criteria, and provide support to government personnel assigned for review and management of those selected for funding.
11. Identify and/or recommend external Subject Matter Experts (SMEs) to assist in the review of some submissions.
12. Review progress reports (monthly, quarterly, annual, and/or final) for timeliness, budgetary and completeness.
13. Assist in development of Program Objective Memorandum (POM) and other programmatically-related documents.
14. Participate in various meetings, e.g., Integrated Product Teams (IPTs) for in-progress review, Product Line Review, national conferences or workshops, with Medical Simulation and/or other Portfolio Managers, CORs, GORs, Project Officers, and invited participants. Prepare appropriate documents necessary to support meetings, assist in taking minutes / action items during meetings, and prepare appropriate documents post meetings.
15. Support management of projects to ensure that they are clinically valid, militarily relevant, technically valid, and that cost-schedule-deliverables targets are met.
16. Assist assigned PIs in understanding military requirements, as well as various processes, e.g., proposal submission, evaluation, study protocols regarding protection(s) of human / animal subjects, reporting. Inform them of relevant work respective of project, assist in establishing good working relationships among parties, and work with them to identify opportunities for transition of research.
17. Communication and coordination with contractor.
18. Assist COR/GOR in their responsibility to manage, evaluate and report on research, results, e.g., cost-schedule-performance milestones/deliverables proposed compared to what was accomplished.

1.2.4. **Task Area 4 – Vision and Chronic Disease Support Services.** The contractor shall provide Vision and Chronic Disease Support Services to include, but not limited to the following activities:

1. Serve as TATRC's Vision and Chronic Disease Subject Matter Expert (SME)
2. Provide scientific and technical support for research pertaining to vision and chronic disease
3. Management support for all phases of advanced medical technology research and development programs in the above areas to include:
  - a. Perform research and development duties that assist current programs managed or developed to help insure work efforts are successful
  - b. Ensure projects are clinically valid, militarily relevancy and milestones and deliverables are met
  - c. Initiate and track required approvals for proposal and panel reviews, external review documents such as Statement of Work, budgets and modifications
  - d. Maintain research study administrative, logistical, technical and data management functions, following proper security measures where appropriate

- e. Maintain the physical security of the research office space and equipment to include key control
- f. Promote the safety and confidentiality of reviews and records at all times
- g. Provide research and support for congressional and other programs
- h. Provide technical and after-action reports
4. Maintain current knowledge of general research and technology efforts in areas of responsibility in order to provide vision and chronic disease subject matter expertise.
5. Maintain awareness of the Joint medical needs (research gaps) in area of responsibility in order to provide subject matter expertise.
6. Recommend investment strategies that best meet the needs of the TATRC, USAMRMC and the DOD
7. Coordinate with, and advise the Government in the training of the CORs/GORs/POs.
8. Assist in the development of program goals and objectives to fill capability (research) gaps in assigned mission areas.
9. Assist in the development of Program Announcements and other Solicitations with the GO/KO and programmatic committee, including programmatic content and evaluation criteria and lead through the selection process, including funding of projects
10. Author white papers and prepare vision and chronic disease briefings
11. Develop material content; determine most appropriate mechanism and form of delivery; and deliver presentations to broaden understanding and support of the MRMC, JPC and TATRC missions to leadership, research institutes, universities and national meetings
12. Attend scientific and programmatic meetings and briefings
13. Coordinate with other agencies (DOD and non-DOD) to reduce duplication of efforts where technology development may support the goals and objectives of more than one mission area

**1.2.5. Task Area 5- Research Project Management Support Services.** The contractor shall provide Research Project Management Support Services to include, but not limited to the following activities:

1. Support the management of research projects
2. Review project related documents in sufficient detail
3. Review research projects for cost, schedule and performance accuracy.
4. Provide Project Documentation: The contractor shall maintain project files and electronic documentation by keeping the project records updated. Review documentation to determine key milestones and deliverables.
5. Provide Project Briefings: Compile data and/or information for use in Congressional Information Papers and other project-related briefings.
6. Response to Inquiries: Review research projects to assist the Government in responses to congressional inquires or taskers.
7. Review research documentation. Review the science and presenting comments to review panels.

**1.2.6. Task Area 6 – Scientific/Technical/Clinical Support Services.** The contractor shall provide junior and senior Scientific/Technical/Clinical Support Services to include, but not limited to the following scientific domains:

1. Medical Robotics.
2. Health Information Technologies.
3. Medical Imaging.
4. Advanced Prosthetics & Human Performance.
5. Computational Biology.
6. Bio-Monitoring Technologies.
7. Medical Simulation and Training Technologies.
8. Acoustic Trauma.
9. Blood Products & Safety

10. Regenerative Medicine.
11. Nano-Medicine & Bio-Materials.
12. Trauma
13. Medical Logistics
14. Infectious Disease
15. Wellness & Training.
16. Neurotrauma.
17. Resilience & Retraining.
18. Psych Health.
19. Genomics and Proteomics
20. Vision

The contractor shall provide junior and senior Scientific/Technical/Clinical Support Services to include, but not limited to the following activities:

1. Provide domain expertise to any of the areas listed above.
2. Coordinate the efforts of a multi-disciplinary team of government and contract researchers, clinicians, academic experts and consumers to bring all the various projects in their domain together into a cohesive effort. This includes but not limited to:
  - a. Review research documentation and provide detailed technical written notes.
  - b. Assist the Director, Deputy Director and Chief Scientist on various portfolios and technology roadmaps, within the context of the overall TATRC strategy.
  - c. Assist TATRC staff on National level Standards for specific domains.

**1.2.7. Task Area 7 – Program Manager Support Services.** The contractor shall provide Program Manager Support Services for the European, Southern, Western and Pacific Regional Command. Services include, but not limited to the following activities:

1. Serve as supervisory program manager, information technology specialist of the Regional Medical Center (RMC) Tele-health Program.
2. Responsible for planning and directing technical and administrative operations to engineer, test, procure and install telemedicine clinical devices and associated automated information systems.
3. Responsible for managing, planning, programming, coordinating, reviewing and directing telemedicine programs for RMC.
4. Coordinate and advise contractor personnel on performance requirements to meet current and changing Tele-health programs.
5. Responsible for planning and scheduling work with guidance from the government on priorities, policy, procedures, expected results, and relationship to establish goals.
6. Provide advice on definition, development, documentation and implementation of telemedicine program for the worldwide maintenance and fielding of clinical information systems.
7. Plan and conducts briefings to senior level management and visiting dignitaries.
8. Provides administrative and technical support to the Regional Medical Center (RMC) Tele-health Program
9. Develop and manage the Regional Tele Traumatic Brain Injury (TBI) /Health Network Program (HNP).
10. Assist in the leadership and direction of project team ensuring the successful integration of all activities and optimal support to patients.
11. Develops and maintains strong coordination procedures and communication with their Regional Medical Command Chain of Command and Staff Offices, the Office of the Surgeon General's (OTSG) AMEDD Telehealth Office Chief Information Office, Health, Policy and Services Office, Rehabilitation

and Reintegration Division (R2D) and the Telemedicine and Advanced Technology Research Center's (TATRC) tele-TBI Program Office.

12. Responsible for supporting tactical and strategic communication initiatives
13. Collects and documents established metrics; organizing them into the proper reporting format; and forwarding them to their Regional Medical Command Chain of Command and Staff Offices, the Office of the Surgeon General's (OTSG) AMEDD Telehealth Office, Chief Information Office, Health, Policy and Services Office, Rehabilitation and Reintegration Division (R2D) and the Telemedicine and Advanced Technology Research Center's (TATRC) tele-TBI Program Manager.
14. Responsible for monitoring the documentation of tele TBI/health encounters in AHLTA; comparing the reported workload with the M2 database and to rectify discrepancies.
15. Responsible for ensuring the providers are aware of proper tele TBI/health AHLTA documentation; monitoring their compliance on an as needed basis; and provide additional training when required.
16. Coordinate travel requests for contractor management team members and submit to RMC government point of contract. Ensure after action reports are submitted after completion of travel.
17. Assist the RMC government point of contact with determining how best to evaluate and provide tele TBI/health personnel resources.

**1.2.8. Task Area 8 – Information Technology (IT) Advisor Support Services.** The contractor shall provide Information Technology (IT) Advisor Support Services to all five Regional Medical Commands. Services to include, but not limited to the following activities:

1. Provide technical and consultative assistance for all Tele-tbi/health systems.
2. Train clinical staff on proper use of telemedicine equipment, patient scheduling, program integration, program promotion and providing basic project support to partnering facilities.
3. File monthly activity reports.
4. Log all submitted trouble tickets.
5. Work with regional telecommunication and equipment service providers to troubleshoot and resolve communication problems.
6. Manage the local Tele-tbi/health communications network.
7. Troubleshoot and diagnose communication problems.
8. Provide equipment maintenance and readiness.
9. Track new technologies such as MOVI and assessing their IT reliability as compared to traditional VTC equipment.

**1.2.9. Task Area 9 – Clinical Advisor Support Services.** The contractor shall provide Clinical Advisor Support Services to all five Regional Medical Commands. Services include, but not limited to the following activities:

1. Serve as a vital staff member of the Regional Medical Command's (RMC) Tele/TBI/health management cell and will be responsible for planning, developing, monitoring, implementing and collecting Tele-health metric data.
2. Collaborate with personnel within their RMC and throughout other Regional Medical Commands.
3. Coordinate with other RMCs to provide cross level specialists, tele- consultative support and assist with other matters as needed.
4. Administer clinical care including clinical program development, facilities and maintenance, health and safety, information systems, audits and certification, and operations improvement.
5. Collaborate and coordinate with their Regional Medical Command Chain of Command and Staff Offices, the Office of the Surgeon General's (OTSG) AMEDD Telehealth Office, Chief Information

Office, Health, Policy and Services Office, Rehabilitation and Reintegration Division (R2D) and the Telemedicine and Advanced Technology Research Center's (TATRC) tele-TBI Program Manager to synchronize all tele-health initiatives.

6. Serve as the RMC's Tele-health Program Manager's clinical consultant.
7. Coordinate and provide the delivery of Regional Medical Command's Tele-TBI/health Network Program to meet the needs of the patients and healthcare professionals.
8. Monitor clinical data transmissions from Tele-TBI/health candidates, maintains the regional Tele-TBI/health database and Tele-TBI/health equipment inventory, and works collaboratively with clinicians, support staff, patients and caregivers.
9. Conduct ongoing surveys with providers comparing what type of equipment, i.e., MOVI or traditional VTCs are best suited for specific types of tele-TBI/health encounters.

**1.3. Place of Performance:** The contractor shall perform services at Ft. Detrick, MD, Frederick, MD, Fort Gordon, Georgia, Marina Del Rey, CA for Tasks 1 through 6. The place of performance for Tasks 7 through 9 are at the European Regional Medical Command in Heidelberg, Germany, the Western Regional Medical Command in Fort Lewis, Washington, the Pacific Regional Medical Command in Honolulu, Hawaii, the Southern Regional Command in Fort Sam Houston, Texas and the Northern Regional Medical Command in Washington, Dc. Any other off-site locations will be identified in the individual task orders.

**1.3.1.** Some tasks may be performed at any location off-site, but travel to sites and government offices will be required. The place of performance will be specified in each individual task order.

**1.3.2.** Contractor personnel may telework with written prior approval from the COR.

**1.3.3.** Telework: Individual contractor personnel shall provide services from their authorized telework worksite location if written justification and approval is granted by the COR in advance.

**1.5. PERIOD OF PERFORMANCE.** The Base Year of 12 months from the date of award with four (4) 12 month option periods. One or more orders will be issued each year. An individual task order will be awarded for the contractor personnel for core support of each 12 month period. One-time special projects shall be initiated as separate task orders and the period of performance will be specified in the task order. The period of performance shall be within the current period of performance of the contract.

**1.6. DUTY HOURS.** Contractor personnel shall perform services during regular duty Hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding Federal Holidays as listed in paragraph 1.6.3 below or as otherwise specified in individual orders. Contractor shall implement a system that accurately records hours worked. The contractor shall provide a monthly labor report to the COR and records shall be available for review id required by the Government

1.6.1. 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.

- 1.6.1.1. New Year's Day, January 1st
- 1.6.1.2. Martin Luther King's Birthday, 3rd Monday in January
- 1.6.1.3. President's Day, 3rd Monday in February
- 1.6.1.4. Memorial Day, Last Monday in May
- 1.6.1.5. Independence Day, July 4th
- 1.6.1.6. Labor Day, 1st Monday in September
- 1.6.1.7. Columbus Day, 2nd Monday in October
- 1.6.1.8. Veteran's Day, November 11th
- 1.6.1.9. Thanksgiving Day, 4th Thursday in November

1.6.1.10. Christmas Day, December 25<sup>th</sup>

1.6.2. Contractor personnel who are not designated as essential must take vacation time in the event of an Executive Order (EO), President Proclamation (PP) or Installation Commander (IC). Contractors are not authorized administrative leave.

**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.

**1.7. 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 its 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.

**1.8. 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 that are considered to be contractual nonperformance and do not meet the requirements of the PWS.

## SECTION C2 – PERFORMANCE REQUIREMENT SUMMARY (PRS)

**2.0. Quality Assurance Performance Summary.** The Government will assess the contractor's performance compliance IAW the PRS table.

PRS# and Task	Indicator	Performance Standard	Acceptable Quality Level	Method of Surveillance	PWS Paragraph
<b>PRS#1</b> Regulatory Compliance Support Services IAW Performance Work Statement (PWS)	Guidance to Principal Investigators is provided in a timely manner to meet all regulatory and due dates required.	Assist PIs as required with development of study plan and methodology to mitigate regulatory compliance issues.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.1
<b>PRS#2</b> Regulatory Compliance Support Services IAW the PWS	Document and track status of all protocols, data use agreements, and HIPAA compliance.	Documentation should be processed and status updated within 5 working days of receipt.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.1
<b>PRS#3</b> Mobile Health Applications Support Services IAW the PWS	Contractor shall review documentation and provide feedback in a timely manner.	Within 15 calendar days after receipt.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.2
<b>PRS#4</b>	Contractor shall	Within 15 calendar	98% compliance.	COR	1.2.2

Mobile Health Applications Support Services IAW the PWS	review research proposals and provide detailed technical written reviews.	days after receipt.		observation as documented in the monthly surveillance report.	
<b>PRS#5</b> Mechanical Engineer for Medical Simulators Support Services IAW the PWS	Review documentation and provide feedback in a timely manner.	Within 10 calendar days after receipt.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.3
<b>PWS#6</b> Mechanical Engineer for Medical Simulators Support Services IAW the PWS	Contractor shall provide project documentation, briefings and Inquiries.	Detail cost, schedule and performance management reports, completed briefings and inquiry documents.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.3
<b>PRS#6</b> Vision and Chronic Disease Support Services IAW the PWS	Review documentation and provide feedback in a timely manner.	Within 10 calendar days after receipt.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.4
<b>PRS#7</b> Vision and Chronic Disease Support Services IAW the PWS	Contractor shall provide project documentation, briefings and Inquiries.	Detail cost, schedule and performance management reports, completed briefings and inquiry documents.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.4
<b>PRS#8</b> Research Project Management Support Services IAW the (PWS)	Contractor shall be responsible for the management of research projects.	All reviews completed in a timely manner.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.5
<b>PRS#9</b> Research Project Management Support Services IAW the PWS	Contractor shall be responsible for reviewing project related documents in sufficient detail.	Review package complete and accurate.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.5
<b>PRS#10</b> Research Project Management Support Services IAW the PWS	Contractor shall provide project documentation, briefings and Inquiries.	Detail cost, schedule and performance management reports, completed briefings and inquiry documents.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.5

<b>PRS#11</b> Scientific Technical Clinical Support Services IAW the PWS	Contractor shall coordinate efforts to bring various projects together.	Collaboration meetings when required.	98% compliance.	COR observation as documented in the monthly surveillance report.COR observation.	1.2.6
<b>PRS#12</b> Scientific Technical Clinical Support Services IAW the PWS	Contractor shall review documentation and provide feedback in a timely manner.	Within 15 calendar days after receipt.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.6
<b>PRS#13</b> Scientific Technical Clinical Support Services IAW the PWS	Contractor shall review research proposals and provide detailed technical written reviews.	Within 15 calendar days after receipt.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.6
<b>PRS#14</b> Program Manager Support Services IAW the PWS	Contractor shall provide Program Manager support of the RMC Tele-health program.	Manage, plan, program, coordinate, review and direct telemedicine programs for the RMC.	98% compliance.	COR observation as documented in the monthly surveillance report.COR observation	1.2.7
<b>PRS#15</b> Program Manager Support Services IAW the PWS	Contractor shall provide Program Manager support of the RMC Tele-health program.	Plan and schedule work with guidance from the government on priorities, policy, procedures, expected results, and relationship to established goals.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.7
<b>PRS#16</b> Information Technology (IT) Advisor Support Services IAW the PWS	Contractor shall provide technical and consultative assistance for all Tele-tbi/health systems.	Train clinical staff on proper use of telemedicine equipment, patient scheduling, program integration, program promotion, and provide project support.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.8
<b>PRS#17</b> Information Technology (IT) Advisor Support Services IAW the PWS	Contractor shall file monthly activity reports and log submitted trouble tickets.	Within 10 calendar days of receipt.	98% compliance.	COR observation as documented in the monthly surveillance report.	1.2.8
<b>PRS#18</b> Clinical Advisor Support Services IAW the PWS	Contractor shall plan, develop, monitor, implement and collect Tele-health metric data.	Within 15 calendar days of receipt.	98% compliance.	COR observation as documented in the monthly surveillance	1.2.9

<b>PRS#19</b> Written Reports Monthly and Quarterly	Contractor shall provide all reports IAW PWS.	Provide written reports as requested in accordance with the PWS. All reports will be provided within 10 days after the end of the month or the quarter.	98% compliance.	report. COR observation as documented in the monthly surveillance report.	1.2.1 to 1.2.9
--	---	--	-----------------	---	----------------

## 2.1. DELIVERABLES

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

2.1.1.1. 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.

2.1.1.2. 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.

2.1.1.3. 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.

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

2.1.1.5. Quarterly reports are due the 10<sup>th</sup> 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 will provide ID badges for contractor.** The Government will provide the on-site contractor personnel with access to government designated office space, computer workstations, and other office equipment as necessary for those personnel on site. Government-furnished computer and software will be provided, with appropriate security measures.

3.1.2 The Government will provide off-site contractor personnel with laptop computers. Off site personnel are responsible for the security of all official information and protection of any Government furnished equipment (GFE) and property.

3.1.3 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.

3.1.4. The Government will provide both technical and Help Desk support to the offsite and contractor personnel when necessary to ensure successful performance. The contractor is required to establish and main CFE property records for all equipment issued IAW 52.245-1

**3.2. Equipment.** A list Government furnished equipment (GFE) will be provided and identified to perform services under each order issued under this contract. The contractor is required to establish and maintain appropriate property control records for all equipment issued.

## 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. Contractor personnel shall identify any conflict of interest apparent during the performance of their duty.

4.1.3. 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.

4.1.4. 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.

4.1.5. 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 serve as the chain of command for contractor personnel.

### 4.2 SECURITY REQUIREMENTS.

**4.2.1 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.

4.2.2 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.

4.2.3. 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).

4.2.4. 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. 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 National Agency Check (NAC) clearance. The COR will provide the appropriate security clearance forms to the contractor IAW FAR Clause 52.204-2, *Security Requirement*, Alternate I. Any additional clearance required will be identified for each individual task order.

4.2.5. 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 shall notify the Contracting Officer and the COR, in writing, of the results of the preliminary check. Notification shall be given by the Contracting Officer or COR to the contractor to commence work with those individuals who have been cleared. Contract employees shall 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 a, please download the Electronic Personnel Security Questionnaire (EPSQ) 2.2 version and fill out Standard Form (SF) 85P, *Questionnaire for Public Trust Positions*.

#### **4.2.6 Information Security**

4.2.6.1 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.

4.2.6.2 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.

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

4.2.6.4. 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.

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

#### **4.2.7. Contractor Security Training and Compliance**

4.2.6.1. 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>.

**4.2.8. Contractor Personnel Security:** The Contractor shall ensure that contract personnel have met all DA and MRMC training requirements pertaining to the Privacy Act and Personally Identifiable Information (Pii) Training, which are available via the Army internet: [http://iase.disa.mil/eta/pii/pii\\_module/pii\\_module/index.html](http://iase.disa.mil/eta/pii/pii_module/pii_module/index.html) and can be completed in approximately one hour each.

#### **4.2.9. PRIVACY AND CONFIDENTIALITY**

4.2.9.1. The contractor shall abide by FAR clauses 52.224-1, *Privacy Act Notification* and 52.224-2, *Privacy Act*.

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

4.2.9.3. 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.

4.2.9.4. 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.

4.2.9.5. 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.

**4.3. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) of 1996:** The contractor shall abide by all the requirements of HIPPA regarding the privacy and confidentiality of health records and information being provided and shared under the resulting task order. The HIPPA is in accordance with 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.

**4.4. 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 DA. 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.

**4.5. COMMUNICATION.** The contractor shall ensure a contract employee under his/her supervision maintains an open and professional communication with the staff at the DA facilities. Complaints validate by the COR or DA staff shall be reported in writing to the contract administrator and the contractor for action. If the contractor fails to correct validated complaints raised by the COR and CO, it will be considered a failure in performance.

**4.6. PERFORMANCE EVALUATION MEETINGS.** The contractor or his representative shall meet with the CO, COR, and other Government personnel on a quarterly basis or more frequently if required to ensure successful performance. The contractor may request a meeting with the CO when deemed necessary. Quarterly meetings will be documented in the contract file with written minutes signed by the contract administrator and the COR. If the contractor does not concur with the minutes, such nonoccurrence shall be provided in writing to the contract administration within ten (10) calendar days of receipt of the minutes.

**4.7. TRAVEL:** Contractor may be required to travel to various scientific and DoD meetings, as well as site visits to grant recipients. 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.

**4.8. OTHER DIRECT COSTS (ODCS):** The contractor shall identify ODCs in their cost proposal submitted in response to the competitive solicitation. If no ODCs were identified they may not be considered for reimbursement after contract award.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Task 1 FFP Regulatory Compliance Specialist Support Services to be performed in accordance with (IAW) the Performance Work Statement (PWS) and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Task 2 FFP Microbiology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Task 3 FFP Medical Education Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Task 4 FFP Biomedical Engineering Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Task 5 FFP Business Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Task 6 FFP Biology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Task 7 FFP Program Manager Support Services to be performed in accordance with the Performance Work Statement and each individual task order FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Task 8 FFP Information Technology (IT) Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Task 9 FFP Clinical Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Travel and Other Direct Cost COST Travel, etc. Contractor shall identify any other direct costs associated with performance under this contract in their proposal. The Government has estimated the costs for this CLIN at \$170,000.00. FOB: Destination	UNDEFINED	Lot		

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Contractor Manpower Reporting FFP Input of the accounting for contract services information in the website 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 US Army Medical Research and Material 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	1	Lot		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Task 1 FFP Regulatory Compliance Specialist Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Task 2 FFP Microbiology Support Services to be performed in accordance with the Performance Work Statement and each individual task order and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Task 3 FFP Medical Education Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Task 4 FFP Biomedical Engineering Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Task 5 FFP Business Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Task 6 FFP Biology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Task 7 FFP Program Manager Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Task 8 FFP Information Technology (IT) Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	Task 9 FFP Clinical Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010 OPTION	Travel and other Direct Cost COST Travel, etc. Contractor shall identify any other direct costs associated with performance under this contract in their proposal. The Government has estimated the costs for this CLIN at \$170,000.00. FOB: Destination	UNDEFINED	Lot		
					MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011 OPTION	Contractor Manpower Reporting FFP Input of the accounting for contract services information in the website 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 US Army Medical Research and Material 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 Specilaist, and Contracting officer no later than 30 November of each calendar year. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Task 1 FFP Regulatory Compliance Specialist Support Services to be performed in accordance with the Performance Work Statement. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Task 2 FFP Microbiology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Task 3 FFP Medical Education Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Task 4 FFP Biomedical Engineering Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Task 5 FFP Business Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Task 6 FFP Biology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Task 7 FFP Program Manager Support Services to be performed in accordance with the Performance Work Statement and each individual task order FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	Task 8 FFP Information Technology (IT) Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009 OPTION	Task 9 FFP Clinical Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010 OPTION	Travel and Other Direct Cost COST Travel, etc. Contractor shall identify any other direct costs associated with performance under this contract in their proposal. The Government has estimated the costs for this CLIN at \$170,000.00. FOB: Destination	UNDEFINED	Lot		

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011 OPTION	Contractor Manpower Reporting FFP Input of the accounting for contract services information in the website 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 US Army Medical Research and Material 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	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Task 1 FFP Regulatory Compliance Specialist Support Services to be performed in accordance with the Performance Work Statement. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Task 2 FFP Microbiology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Task 3 FFP Medical Education Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	Task 4 FFP Biomedical Engineering Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	Task 5 FFP Business Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006 OPTION	Task 6 FFP Biology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	Task 7 FFP Program Manager Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008 OPTION	Task 8 FFP Information Technology (IT) Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3009 OPTION	Task 9 FFP Clinical Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3010 OPTION	Travel and Other Direct Cost COST	UNDEFINED	Lot		
	Travel, etc. Contractor shall identify any other direct costs associated with performance under this contract in their proposal. The Government has estimated the costs for this CLIN at \$170,000.00.				
	FOB: Destination				
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3011 OPTION	Contractor Manpower Reporting FFP	1	Lot		
	Input of the accounting for contract services information in the website 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 US Army Medical Research and Material 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 Specilaist, and Contracting officer no later than 30 November of each calendar year.				
	FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Task 1 FFP Regulatory Compliance Specialist Support Services to be performed in accordance with the Performance Work Statement. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Task 2 FFP Microbiology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Task 3 FFP Medical Education Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Task 4 FFP Biomedical Engineering Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005 OPTION	Task 5 FFP Business Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006 OPTION	Task 6 FFP Biology Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	Task 7 FFP Program Manager Support Services to be performed in accordance with the Performance Work Statement and each individual task order FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008 OPTION	Task 8 FFP Information Technology (IT) Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4009 OPTION	Task 9 FFP Clinical Advisor Support Services to be performed in accordance with the Performance Work Statement and each individual task order. FOB: Destination	1	Lot		

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4010 OPTION	Travel and Other Direct Cost COST Travel, etc. Contractor shall identify any other direct costs associated with performance under this contract in their proposal. The Government has estimated the costs for this CLIN at \$170,000.00. FOB: Destination	UNDEFINED	Lot		

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4011 OPTION	Contractor Manpower Reporting FFP Input of the accounting for contract services information in the website 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 US Army Medical Research and Material 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	1	Lot		

---

MAX  
NET AMT

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$

0006	\$	\$
0007	\$	\$
0008	\$	\$
0009	\$	\$
0010	\$	\$
0011	\$	\$
1001	\$	\$
1002	\$	\$
1003	\$	\$
1004	\$	\$
1005	\$	\$
1006	\$	\$
1007	\$	\$
1008	\$	\$
1009	\$	\$
1010	\$	\$
1011	\$	\$
2001	\$	\$
2002	\$	\$
2003	\$	\$
2004	\$	\$
2005	\$	\$
2006	\$	\$
2007	\$	\$
2008	\$	\$
2009	\$	\$
2010	\$	\$

2011	\$	\$
3001	\$	\$
3002	\$	\$
3003	\$	\$
3004	\$	\$
3005	\$	\$
3006	\$	\$
3007	\$	\$
3008	\$	\$
3009	\$	\$
3010	\$	\$
3011	\$	\$
4001	\$	\$
4002	\$	\$
4003	\$	\$
4004	\$	\$
4005	\$	\$
4006	\$	\$
4007	\$	\$
4008	\$	\$
4009	\$	\$
4010	\$	\$
4011	\$	\$

**INSPECTION AND ACCEPTANCE TERMS**

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government

4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2011 TO 29-SEP-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 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0003	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0004	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0005	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0006	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0007	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0008	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0009	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0010	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0011	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG

1001	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1002	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1003	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1004	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1005	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1006	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1007	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1008	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1009	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1010	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1011	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2001	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2002	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2003	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2004	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2005	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2006	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2007	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG

2008	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2009	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2010	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2011	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3002	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3003	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3004	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3005	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3006	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3007	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3008	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3009	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3010	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3011	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4001	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4002	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4003	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG

4004	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4005	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4006	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4007	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4008	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4009	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4010	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4011	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	AUG 2011
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984

52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.239-1	Privacy or Security Safeguards	AUG 1996
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991

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](mailto: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

**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: \_\_\_\_\_

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

#### **WAWF Instructions**

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

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

The following codes and information will be required to assure successful flow of WAWF documents.  
TYPE OF DOCUMENT [**Check the appropriate type**]

\_\_\_\_\_ Commercial Item Financing

\_\_\_\_\_ Construction Invoice (Contractor Only)

\_\_\_\_\_ Invoice (Contractor Only)

\_\_\_\_\_ (Invoice and Receiving Report COMBO)

\_\_\_\_\_ Invoice as 2-in-1 (Services Only)

\_\_\_\_\_ Performance Based Payment (Government Only)

\_\_\_\_\_ Progress Payment (Government Only)

\_\_\_\_\_ Cost Voucher (Government Only)

\_\_\_\_\_ Receiving Report (Government Only)

\_\_\_\_\_ Receiving Report With Unique Identification (UID) Data (Government Only)

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

\_\_\_\_\_ *Summary Cost Voucher (Government Only)*

**CAGE CODE:** *[Enter Contractor Cage Code here]*

**ISSUE BY DODAAC:** *[Enter Contracting Office DODAAC here]*

**ADMIN BY DODAAC:** *[Enter office administering contract here]*

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

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

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

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

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

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

**INSPECTOR:** *[Enter Inspector's email address here]*

**ACCEPTOR:** *[Enter Acceptor's email address here]*

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

- (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

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

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

(4) A summary of the rationale for award;

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

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

## A. SUBMISSION OF PROPOSALS

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, the Contracting Officer (KO) determines that it is deemed necessary later. The Government may reject any or all proposals if such action is in the Government's 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 **31 August 2011 by 3:00 PM EST**.

Volume 1 – TECHNICAL PROPOSAL

Volume 2 - PAST PERFORMANCE/PERFORMANCE RISK

Volume 3 – PRICE PROPOSAL & SMALL BUSINESS PARTICIPATION (SMALL BUSINESS SUBCONTRACTING PLAN IF APPLICABLE)

1. Each volume 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- 0366  
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 **DATE 21 August 2011 by 3:00 PM EST and closing date for receipt of proposal is 31 August 2011 by 3:00 PM EST**. Questions are to be submitted to both Ms. Flodean Billings, Contract Specialist at [Flodean.Billings@US.ARMY.MIL](mailto:Flodean.Billings@US.ARMY.MIL) and Ms. Pamela Nevels, Contracting Officer at [Pamela.nevels@us.army.mil](mailto:Pamela.nevels@us.army.mil). Include the following subject line: the solicitation number: W81XWH-11-R-0366 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 refer 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 submit proposals 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 specified in the 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 the 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; double-sided (duplex)
- **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. Offerors may also tab the OCI Mitigation Plan and the draft QCP, 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 Proposal (Technical Approach, Personnel Qualifications, Corporate Experience)	2/5
B	Volume 2	Past Performance/Performance Risk	4/4
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

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. Pages exceeding the specific page limitation will be removed and not forwarded for evaluation. The Technical Proposal must include a discussion of the Offeror's methodology to meet all the requirements of the contemplated award. 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 must be sufficient as to how the Offeror proposes to comply with the requirements including a full explanation of the techniques and procedures the Offeror proposes to follow.

Technical Proposals shall also include a draft Quality Control Plan and a draft Organizational Conflict of Interest Mitigation Plan.

#### (a) Understanding the Requirements-Technical/Management Approach

Understanding the requirements as demonstrated by the adequacy of the Offeror's technical and management approach to successfully perform the requirements of PWS

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

(i) A proposed approach to meeting the requirements of the PWS in 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 Government historical labor categories and effort have been provided only for offerors to ascertain the approximate or estimated level of effort for these requirements. However, this is not to be construed as either mandatory or necessarily the best technical approach. It is only in place as a reference to allow Offerors to better understand the general scope of this effort from the Government's perspective. The Government is seeking the best level of effort and labor mix your company feels is right to accomplish the mission contained in the PWS. If you feel wither the labor categories/mix or overall level of effort provided are not your best technical solution, you are strongly encouraged and expected to submit a level of effort consistent with your technical/cost approach.

(ii) Quality Control Plan. The Offeror shall include as an attachment to your technical proposal, a Quality Control Plan (QCP). The QCP shall document how the Contractor shall meet and comply with the quality standards established in this PWS. At a minimum, the QCP shall include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor shall use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation. A final QCP shall be provided ten days after contract award.

(iii) Organization Conflicts of Interest. The offeror shall provide a draft OCI Mitigation Plan to ensure proper execution of the requirements of the PWS. A final OCI Mitigation Plan shall be provided ten days after contract award.

(b) Corporate Experience. Demonstration of the Offeror's experience in providing Medical Research Project Management and Scientific/Technical Support in contracts of similar size and scope.

The Offeror shall describe awards of a nature and complexity similar to this proposed service contract in which the Offeror is presently performing or has performed in the past (within last 5 years) for like or similar services. The Offeror must demonstrate relevant experience in supporting government agencies (federal, state or local) and/or commercial entities that perform research in the broad areas of computational biology and computational chemistry to include: biomedical high-performance computing, systems biology, biomathematical modeling, recruiting qualified personnel and managing the oversight of medical research activities of the same or similar areas described in the PWS. The Offeror shall demonstrate its experience in hiring and managing qualified scientists in the following disciplines: bioinformatics, biomedical high-performance computing, biomathematical modeling, computational biology, computational chemistry, systems biology, data mining, computer science, artificial intelligence, signal processing, and process control.

(c) Personnel Qualifications

The Offeror shall provide the following information, at a minimum: (1) Resumes of the Offeror's proposed Key Personnel to include relevant education, training, and credentials. Key personnel shall be current employees of the Offeror or have signed letters of commitment and contingent offers provided in the Offeror's proposal, (2) a draft Staffing Plan for Recruitment/Retention Plan to demonstrate the offeror's 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 US applicants and resident non-resident alien scientists.

## 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 Headquarters (HQ), USAMRMC, US Army Medical Command (USAMEDCOM), Department of Army (DA), Department of Defense (DoD), life sciences research, biomedical laboratories or other Government agencies shall be highlighted as well.

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 5) directly to the Contract Specialist, Ms. [Flodean.Billings@US.ARMY.MIL](mailto:Flodean.Billings@US.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.

(b) Small Business Participation

All offerors, both small and large businesses, are required to submit Small Business Participation Plan information in the following format in accordance with DFARS 215.304 that shall include the following:

(i) Type of Business of Prime Contractor: Check all applicable boxes

- Large
- Small (also check type of Small Business below)
- Small NonDisadvantaged Business
- Small Disadvantaged Business
- Woman Owned Small Business
- HUB Zone Small Business
- Veteran Owned Small Business
- Service Disabled Veteran Owned Small Business
- Historically Black College and Universities/ Minority Institutions

(ii) Total Contract Value: (Include options, etc) \$ \_\_\_\_\_

(iii) Dollar Value of your participation as a Prime Contractor: \$ \_\_\_\_\_

(iv) Dollar Value and Percentage of Total Contract Value of Subcontracts Planned for:

	<u>Dollar Value</u>	<u>% of Total Contract Value</u>
Large	\$ _____	% _____
Total Small	\$ _____	% _____
Small NonDisadvantaged	\$ _____	% _____
Small Disadvantaged	\$ _____	% _____
Woman Owned Small	\$ _____	% _____
HUB Zone Small	\$ _____	% _____
Veteran Owned Small	\$ _____	% _____
Service Disabled Veteran Owned Small	\$ _____	% _____
HBCU/ Minority Institutions	\$ _____	% _____

(v) Each participation percentage above shall be accompanied by detailed supporting documentation regarding the individual commitments. Detailed explanations shall also be provided when the percentages fall short of the DoD goals. **NOTE:** The sum of the dollar values and percentages of Small Non-Disadvantaged and Small Disadvantaged should equal the entries for Total Small. However, the sum of all the percentages under Paragraph (iv) need not equal 100% since the prime is not included and individual subcontractors may be counted towards more than one category. All percentages should use TOTAL CONTRACT VALUE as a baseline. Detailed explanations shall also be provided when the percentages fall short of the Small Business Goals listed below:

<b>Small Business Category</b>	<b>Goal</b>
Total Small	34.5%
Small Non-Disadvantaged	24.5%
Woman Owned Small	5%
Service Disabled Veteran Owned Small Business	5%

(vi) List principal supplies/services (be specific) to be subcontracted to:

<b>Name of Company</b>	<b>Type of Service/Supply</b>
Large:	
Small:	
Small NonDisadvantaged:	
Small Disadvantaged:	
Woman Owned	
Small:	
HUB Zone Small:	
Veteran Owned Small Business:	
Service Disabled Veteran Owned Small:	
HBCU/ Minority Institution:	

**NOTE:** For purpose of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged and should be broken out separately.

(vii) Prior Performance Information: Provide any information substantiating the Offerors track record of utilizing small business on past contracts. For Large Business: include ACO rating and SF 295 Information. For Large and Small businesses: provide descriptive information for all small business categories. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, should be provided.

(viii) Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any Small Business category, as defined in FAR Part 19, as subcontractors.

(ix) Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.2199. This plan shall be submitted separately from the Small Business Participation Plan information required above, which applies to both large and small businesses. The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a large business and will be incorporated into any resultant contract.

3. Volume 3 – COST/PRICE PROPOSAL

Cost/Price Proposal shall consist of the following parts:

- Fully burdened hourly labor rates for all suggested labor categories and any additional proposed labor categories proposed.. The proposal shall include the rate for all Contract Line Item Numbers (CLINS) stated in Section B.2, Price/Cost Schedule of the SF 1449 and Attachment 4, with exception of Travel, which has already been estimated by the Government.
- Each Offeror shall provide a spreadsheet with the appropriate Labor category proposed, Estimated hours, Fully burdened labor rate and Total Price for the Base period and each Option year. The Offeror may also provide the basis for the proposed price i.e. their standard commercial rates with applicable discounts to the Government etc.
- Pricing information relating to Contractor Manpower Reporting requirements.
- Representations and Certifications as required below.
- Signed SF1449 and required acknowledged solicitation amendments.

Suggested descriptive labor category descriptions and historical contractor support are provided in Exhibit A to the RFP. Pricing shall be provided for individual labor categories as contained in Exhibit B to the RFP. The Government will evaluate offers for award purposes by comparing the fully burdened hourly labor rates proposed in Attachment 4 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 1449 (SF 1449), Solicitation, Offer and Award 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 electronic transfer of funds using Wide Area Workflow (WAWF).

(End of provision)

#### 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 Government will use Tradeoff Source Selection Procedures in accordance with FAR 15.101-1. This process will allow for a tradeoff between non-cost factors and cost/price factors. The Government can accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best-value contract award. The Government will make award to the responsible offeror whose proposal offers the best value to the Government in accordance with the established criteria in this section.

If upon final evaluation, an Offeror is deemed unacceptable for any individual factor, they may be considered unacceptable for award. Proposals that are unrealistic in terms of technical or schedule commitments or unrealistically high or low in price will be deemed reflective of an inherent lack of technical competence or indicative of the Offeror's failure to comprehend the complexity and risks of the contract requirements and may be grounds for rejection of the proposal. Offerors are cautioned that the award may not necessarily be made to the lowest cost/price offered.

The following evaluation factors shall be used to evaluate offers:

1. Understanding the Requirements-(Technical/Management Approach)  
Understanding the requirements as demonstrated by the adequacy of the Offeror's technical and management approach to successfully perform the requirements of PWS. This will include a Draft Contractor Quality Control Plan to outline the offeror's quality control program as it relates to this requirement to ensure successful performance and a Draft Organizational Conflict of Interest (OCI) Plan. The offeror will mitigate any conflicts of interest in the performance of the requirements of the PWS.
2. Corporate Experience: Extent and nature of experience of the Offeror in providing Research Project Management and Scientific Technical support on contracts of similar size and scope.
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. A Draft Personnel Staffing Plan and/or a current staffing plan that demonstrates the ability to hire and retain qualified personnel in order to meet the performance requirements of the PWS. *Key personnel resumes* will be evaluated based on the relevance of the individual's education and experience relative to the labor category requirements.
4. Small Business Participation: Extent of participation of small business concerns in accordance with FAR 15.304 (c), FAR 19.1202, and DFARS 215.304(c)(i)  
Note: Large Business concerns must submit a Small Business Subcontracting Plan in addition to the Small Business Participation Plan to be considered for award.
5. Past Performance/Performance Risk: Assesses the degree of confidence the Government has in the offeror's ability to provide the requirements of the solicitation based on the offeror's demonstrated record of performance on recent relevant efforts. The Contracting Officer shall assess the relevancy of the performance and if relevant evaluate the offeror's past performance (how well the offeror performed on the referenced projects). If the offeror has no relevant past performance references, it will be evaluated as Neutral.
6. Cost or Price: The proposed price will be analyzed to determine if it is fair and reasonable. In addition, to determine reasonableness of the proposed price, a price realism analysis may be performed. Price will be evaluated separately from the non-cost/price factors.
7. The evaluation factors are listed in descending order of importance, except that Technical Approach, Personnel Qualifications, and Corporate Experience are equal and, when combined, are significantly more important than Price ( Note: A Large Business concern must submit a Small Business Subcontracting Plan to be considered for award) and Price. Price is the least important factor. All evaluation factors, when combined are significantly more important than price.
8. Price Evaluation : The Contracting Officer will evaluate the cost/price proposals based on the adequate price competition. The Contracting Officer will consider the level of effort, skill set/qualifications, labor categories and labor rates for positions proposed to meet the requirements of the PWS. Cost/Price Proposals which are unrealistic in terms of technical commitment or unrealistically low in price will be deemed to show an inherent lack of technical competence or failure to comprehend the complexity and risk of the contract requirements. This may be grounds for the rejection of the proposal. The Government may reject any proposal that is unreasonable or materially unbalanced as to prices for basic and option year quantities. An unbalanced quote is one that incorporates prices significantly less than cost for some items and/or prices that are significantly overstated for other items. The Contracting Officer will make every

effort to determine the fair and reasonable price before requesting cost or pricing data. As technical evaluations equalize, cost/price may be the determining factor.

(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)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 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, as used in this section, 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). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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)(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.

(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 [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 [ ] is, [ ] 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.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) 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.

(l) 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. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(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)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 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.)

  X   (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).

  X   (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.)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

(8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(9) 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).

(10) [Reserved].

(11)(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.

(12)(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.

(13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

(14)(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.

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

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

\_\_\_ (17)(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.

\_\_\_ (18) 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).

\_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

X (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

\_\_\_ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

X (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

X (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(32) 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.)

(33) (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.)

(34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

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

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

(36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

(37) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(38)(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.

(39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(40) 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).

(41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

\_\_\_ (43) 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))

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (49)(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.)

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

X (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.). Program and Project Management Support GS 13/14, IT Support GS 13/14, Mechanical Engineering GS 12/13, Professional (MD), PHD and RN positions are exempt.

X (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.).

\_\_\_ (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)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

#### 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 the date of award through the end of the contract period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the

Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 365 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 10 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 the end of the performance period.

(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 the expiration date of the performance period; 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 66 months.

(End of clause)

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

Pamela E. Nevels, Contracting Officer  
US Army Medical Research Acquisition Activity (USAMRAA)  
820 Chandler Street  
Fort 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)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 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) X 252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

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

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

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

(6)(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.

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

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

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

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

(11) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) (i) \_\_\_ 252.225-7021, Trade Agreements (JUN 2011) (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.

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

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

(15)(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.

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

(17) X 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).

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

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

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

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

(22) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

(24) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(25) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(26)(i) X 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.

(27) X 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.

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

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that he will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.
- d. This clause shall have effect from 7 September 2011 to 6 September 2016.

**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 ten (10) 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 ten (10) 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.

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

The ceiling price of this contract is \$ 30,000,000.00. 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 USAMRAA local clause entitled "Task/Delivery Orders" (DEC 2006). 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.

#### **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.

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

- a. "Misconduct" or "Misconduct in Science" is defined as fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.
- b. Contractors shall foster a research environment that prevents misconduct in all research and that deals forthrightly with possible misconduct associated with research for which U.S. Army Medical Research and Materiel Command funds have been provided or requested.
- c. The contractor agrees to:
- (1) Establish and keep current an administrative process to review, investigate, and report allegations of misconduct in science in connection with research conducted by the contractor;
  - (2) Comply with its own administrative process;
  - (3) Inform its scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures;
  - (4) Take immediate and appropriate action as soon as misconduct on the part of employees or persons within the organization's control is suspected or alleged; and
  - (5) Report to the Administrative Contracting Officer (ACO) a decision to initiate an investigation into possible scientific misconduct.
- d. The contractor is responsible for notifying the ACO of appropriate action taken if at any stage of an inquiry or investigation any of the following conditions exist:
- (1) An immediate health hazard is involved;
  - (2) There is an immediate need to protect Federal funds or equipment;
  - (3) A probability exists that the alleged incident will be reported publicly; or
  - (4) There is a reasonable indication of possible criminal violation.

#### **TRAVEL (JULY 2007) (USAMRAA)**

a. Approval of Foreign Travel. The cost of foreign travel is allowable only when the specific written approval of the Contracting Officer is obtained prior to commencing the trip. Approval shall be requested at least (Insert number of days--suggest 90-120) calendar days before the scheduled departure date in order that all necessary clearances may be processed. Each individual trip must be approved separately, even though it may have been included in a previously approved budget. Foreign travel under this contract is defined as any travel outside of the United States and its territories and possessions.

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

#### **KEY PERSONNEL (MAR 1999) (USAMRAA)**

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

Program Manager

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.