

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 69		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W81XWH-11-R-0371		6. SOLICITATION ISSUE DATE 23-Aug-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROBERT DOAN			b. TELEPHONE NUMBER (No Collect Calls) 301-619-2159		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 14 Sep 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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$25M NAICS: 541511			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO USA MED RESEARCH MAT CMD WILLIE WRIGHT TMED AND ADV TECH RSRCH CTR TATRC 504 SCOTT STREET FORT DETRICK MD 21702-5012 TEL: (301) 619-7034 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			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
		42b. RECEIVED AT (<i>Location</i>)	
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>Base Year: 26 Sep 2011 thru 25 Sep 2012 FFP Contactor shall provide Technical/Software Engineering Support Services in accordance (IAW) with the Performance Work Statement (PWS) and task order. The pricing should be consistent with the contractor price list and any discounts per the fully loaded hourly rates in Attachement 2, Wage Determination 2005-2014, Rev. 13, dated 06/13/2011 FOB: Destination</p>	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	<p>Travel & Other Direct Costs - Base Year COST Contactor shall perform travel IAW paragraph 4.10 of the attached PWS and each individual task order. All travel shall be reimbursed IAW Joint Travel Regulation (JTR). Contractor shall submit an estimate for travel to the Contractor Officer's Representative (COR) for approval 15 days prior to travel to allow the contractor to obtain economical prices for travel FOB: Destination</p>	1	Lot		

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Contractor Manpower Reporting (CMR) COST	1	Lot		
	<p>Input the accounting for the 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. Reporting period shall be the period of performance not to exceed 12 month ending September 28 of each performance period and shall be reported by October 31 of each calendar year.</p> <p>Contractor shall include a price for the required annual Contractor Manpower Reporting.</p> <p>The Unit Identification Code (UIC) and DODAAC for TATRC: UIC: W03JAA DODAAC: W23RYX</p> <p>*NOTE: CMR Reporting Certification; Contractor shall provide evidence of compliance with the CMR requirement no later than November 30 of each year. Failure to comply with this requirement may result in a negative rating on your annual past performance report.</p> <p>FOB: Destination</p>				

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Option 1: 26 Sep 2012 thru 25 Sep 2013 FFP	1	Lot		
	<p>Contractor shall provide Technical/Software Engineering Support Services IAW the PWS and task order. The pricing should be consistent with the contractor price list and any discounts per the fully loaded hourly rates in Attachment 2. Wage Determination 2005-2014, Rev. 13, dated 06/13/2011</p> <p>FOB: Destination</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1002 OPTION	Travel & Other Direct Costs-Option Yr 1 COST	1	Lot		
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Contractor shall perform travel IAW paragraph 4.10 of the attached PWS and each individual task order. All travel shall be reimbursed IAW JTR. 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

FOB: Destination

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1003 OPTION	Contractor Manpower Reporting COST	1	Lot		
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Input the accounting for the 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. Reporting period shall be the period of performance not to exceed 12 month ending September 28 of each performance period and shall be reported by October 31 of each calendar year.

Contractor shall include a price for the required annual Contractor Manpower Reporting.

The Unit Identification Code (UIC) and DODAAC for TATRC:

UIC: W03JAA DODAAC: W23RYX

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

FOB: Destination

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Option 2: 26 Sep2013 thru 25 Sep 2014 FFP Contractor shall provide Technical/Software Engineering Support Services IAW the PWS and task order. The pricing should be consistent with the contractor price list and any discounts per the fully loaded hourly rates in Attachement 2. Wage Determination 2005-2014, Rev. 13, dated 06/13/2011 FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Travel & Other Direct Costs-Option Yr 2 COST Contractor shall perform travel IAW paragraph 4.10 of the attached PWS and each individual task order. All travel shall be reimbursed IAW JTR. 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 FOB: Destination	1	Lot		

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Contractor Manpower Reporting (CMR) FFP Input the accounting for the 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. Reporting period shall be the period of performance not to exceed 12 month ending September 28 of each performance period and shall be reported by October 31 of each calendar year. Contractor shall include a price for the required annual Contractor Manpower Reporting. The Unit Identification Code (UIC) and DODAAC for TATRC: UIC: W03JAA DODAAC: W23RYX *NOTE: CMR Reporting Certification; Contractor shall provide evidence of compliance with the CMR requirement no later than November 30 of each year. Failure to comply with this requirement may result in a negative rating on your annual past performance report. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Option 3: 26 Sep 2014 thru 25 Sep 2015 FFP Contractor shall provide Technical/Software Engineering Support Services IAW the PWS and task order. The pricing should be consistent with the contractor price list and any discounts per the fully loaded hourly rates in Attachement 2. Wage Determination 2005-2014, Rev. 13, dated 06/13/2011 FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Travel & Other Direct Costs- Option Yr 3 COST	1	Lot		
	<p>Contractor shall perform travel IAW paragraph 4.10 of the attached PWS and each individual task order. All travel shall be reimbursed IAW Joint Travel Regulation (JTR). Contractor shall submit an estimate for travel to the Contractor Officer's Representative (COR) for approval 15 days prior to travel to allow the contractor to obtain economical prices for travel</p> <p>FOB: Destination</p>				MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Contractor Manpower Reporting (CMR) FFP Input the accounting for the 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. Reporting period shall be the period of performance not to exceed 12 month ending September 28 of each performance period and shall be reported by October 31 of each calendar year. Contractor shall include a price for the required annual Contractor Manpower Reporting. The Unit Identification Code (UIC) and DODAAC for TATRC: UIC: W03JAA DODAAC: W23RYX *NOTE: CMR Reporting Certification; Contractor shall provide evidence of compliance with the CMR requirement no later than November 30 of each year. Failure to comply with this requirement may result in a negative rating on your annual past performance report. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Option 4: 26 Sep 2015 thru 25 Sep 2016 FFP Contractor shall provide Technical/Software Engineering Support Services IAW the PWS and task order. The pricing should be consistent with the contractor price list and any discounts per the fully loaded hourly rates in Attachement 2.. Wage Determination 2005-2014, Rev. 13, dated 06/13/2011 FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Travel & Other Direct Costs.Option Yr 4 COST	1	Lot		
	<p>Contractor shall perform travel IAW paragraph 4.10 of the attached PWS and each individual task order. All travel shall be reimbursed IAW Joint Travel Regulation (JTR). Contractor shall submit an estimate for travel to the Contractor Officer's Representative (COR) for approval 15 days prior to travel to allow the contractor to obtain economical prices for travel</p> <p>FOB: Destination</p>				
					MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Contractor Manpower Reporting (CMR) FFP Input the accounting for the 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. Reporting period shall be the period of performance not to exceed 12 month ending September 28 of each performance period and shall be reported by October 31 of each calendar year. Contractor shall include a price for the required annual Contractor Manpower Reporting. The Unit Identification Code (UIC) and DODAAC for TATRC: UIC: W03JAA DODAAC: W23RYX *NOTE: CMR Reporting Certification; Contractor shall provide evidence of compliance with the CMR requirement no later than November 30 of each year. Failure to comply with this requirement may result in a negative rating on your annual past performance report. 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		\$		\$
1001		\$		\$
1002		\$		\$

1003	\$	\$
2001	\$	\$
2002	\$	\$
2003	\$	\$
3001	\$	\$
3002	\$	\$
3003	\$	\$
4001	\$	\$
4002	\$	\$
4003	\$	\$

Section C - Descriptions and Specifications

SOFTWARE ENGINEERING SUPPORT

DEPARTMENT OF ARMY
UNITED STATES MEDICAL RESEARCH
ACQUISITION ACTIVITY (USAMRAA)
PERFORMANCE WORK STATEMENT (PWS)
FOR
TELEMEDICINE AND ADVANCED TECHNOLOGY RESEARCH CENTER (TATRC)
TECHNICAL SERVICES SUPPORT SERVICES

PERFORMANCE WORK STATEMENT FOR
TELEMEDICINE AND ADVANCED TECHNOLOGY RESEARCH CENTER (TATRC)
 Technical Services Support Contract

SECTION	TITLE	PAGE
C-1	DESCRIPTION OF SERVICES	13
C-2	SERVICE DELIVERY SUMMARY	26
C-3	GOVERNMENT AND CONTRACTOR FURNISHED PROPERTY AND SERVICES	26
C-4	GENERAL INFORMATION	29
C-5	APPENDICES	
	1. DEFINITIONS	
	2. APPLICATION PUBLICATIONS & FORMS	

SECTION C1 – DESCRIPTION OF SERVICES

1.0 BACKGROUND

1.0.1. Telemedicine and Advanced Technology Research Center (TATRC) is a

subordinate element of the U.S. Army Medical Research and Materiel Command (USAMRMC) and is charged with managing the USAMRMC's core and congressionally mandated projects in telemedicine and advanced medical technologies. TATRC maintains a productive mix of partnerships with other federal, academic, and commercial organizations. Additionally, TATRC provides short duration, technical support to domestic, federal and Defense agencies; develops, evaluates, and demonstrates new technologies and concepts; and conducts market surveillance with a focus on leveraging emerging technologies in healthcare and healthcare support. TATRC's activities make medical care and services more accessible to soldiers, reduce costs, and enhance the overall quality of healthcare in both war and peacetime environments. In order to be successful in their many functions, TATRC requires a contract that is capable of supporting multiple task orders worldwide in a timely manner.

1.1. SCOPE

1.1.1. TATRC is interconnected through communication routers and switches to a commercial Internet service provider, which provides access to the TATRC Internet, Intranet, Extranet, e-mail, administrative, and legacy database servers. TATRC's Research, Development, Test and Evaluation (RDTE) Center Support Services Team is responsible for the operation, maintenance, and security of the TATRC servers, workstations and networking equipment. TATRC's RDTE Center Support Services Team is also responsible for supplying network connectivity, operational services, technical support, user access control, and operational security.

1.1.2. The TATRC has a separate contract email administrators and administrator that perform firewall and network device configuration, server configuration, patch management, and Information Assurance Vulnerability Management (IAVM) reporting.

1.1.3. The contractor shall provide Software Engineering Services to TATRC in continued support and daily operation and maintenance of the enterprise and infrastructure to include Enterprise Database Management System (EDMS), Acquisition Workflow, Army Medical Department (AMEDD) Advanced Medical Technology Initiative Proposal System (AAMTI), Intranet, Extranet, telemedicine applications, research outcomes programs, and other database and/or web based computing research. The contractor shall work with the functional and technical staff of various programs to identify and work through a variety of research initiatives, integration and testing issues to result in successful outcomes. Inherent to this contract is also Webmaster and Information Technology support of TATRC research portfolios and research initiatives, as well as its geographical dispersed locations.

1.1.4. The contractor shall perform the non-personal services as described in this performance work statement (PWS). This performance-based PWS specifies the Technical Support Services tasks and operations functions required to support TATRC.

1.1.5. The contractor shall provide at very outset and at all times during the total performance term a sufficient number of fully qualified personnel with experiences to sustain ongoing Technical Support and the development of new Technical and Programmatic Support services as they may arise.

1.1.6. Rather than following the more traditional quality assurance concepts, this contract will be evaluated using performance management techniques and insight of the contractor performance rather than strict oversight. The ability to make decisions based on performance data analysis is the cornerstone of this type of performance management. The PWS, Performance Requirement Summary Table, (PRST) and contractor developed metrics shall focus on desired outcomes and not interim process steps. Interim process metrics are delegated to the contractor who shall manage the processes and practices used to achieve contract outcomes by a Contractor Quality Control Plan. Using an outcome focus provides the contractor with the flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the specified levels of performance.

1.1.7. This contract is a true Performance Based Service Contract, which includes the: (i) the Performance Requirements Summary Table (Section 2) that describes the Government needs. (ii) the Performance Standards that describes how well the performance shall be accomplished by specifying the outcomes and deliverables expected for and from these services; and (iii) The Method of Surveillance, or Measurement Technique in the Quality Assurance Surveillance Plan (QASP) that states how the performance shall be assessed versus the standard.

1.1.8. The Contractor shall maintain strict adherence to current and new development procedures. All Performance Requirement items, and other selected objectives, as appropriate, shall be incorporated into the Contractors Quality Control Plan. The contractor shall furnish all necessary personnel to accomplish the required tasks and perform the services as described throughout this PWS and the contract provisions.

1.2. SPECIFIED TASKS

The contractor shall provide a variety of Software Engineering Support Services including, but not limited to Database Management and Application Development Sustainment and Information Technology (IT) Support in support of TATRC research mission.

1.2.1. Functions to be performed. The contractor shall provide the below personnel to perform the Technical Support Services:

1.2.1.1. Technical Lead

1.2.1.2. Database Administration Planning and Design, Levels I, II, and III

1.2.1.3. Application Development Programmer, Levels I, II, and III.

1.2.2. Performance Based Service Contract (PBSC) Operational Functions for Software Engineering Support

All of the positions are consider privilege level, because of their access control level and the contracts are required to have IT level training and IT I level commercial certifications in accordance with (IAW) Army Regulation (AR) 25-2, *Information Assurance*.

1.3. TASK AREAS

1.3.1. Task Area 1 Technical Lead - Senior Software Technical Architect. The contractor shall provide Technical Lead – Senior Software Technical Architect Support Services to include, but not limited to the following tasks:

1.3.1.1. Provide technical vision and leadership to improve the business process within Software Sustainment, Source Code Management, and the application lifecycle within TATRC.

1.3.1.2. Drive strategic systems solutions with TATRC Software Sustainment, engineering, and enterprise partners to enable continuous operational improvements in the software change management lifecycle.

1.3.1.3. Establish software information requirements using analysis of the software support team and database administrators in the Software Sustainment of enterprise-wide or large scale software systems.

1.3.1.4. Design software architecture to support the total requirements as well as provide for present and future cross-functional requirements and interfaces.

1.3.1.5. Ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of an Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application.

1.3.1.6. Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action.

1.3.1.7. Proficiently use Java, JDK/Swing, JDBC, SQL Server, ASP, JavaScript, HTML, XML/XSL, MS .net, Visual Studio and C++/C-Sharp.

1.3.1.8. Shall provide daily supervision and direction to software team.

1.3.2 Task Area 2 - Database Administration Planning and Design. The contractor shall provide Database Administration Planning and Design Support Services to include, but not limited to the following tasks:

1.3.2.1. Provides technical expertise for the production of detailed database designs and design documentation, including data models and data flow diagrams.

1.3.2.2. Evaluate and configure Database Management System (Oracle) products to match user requirements with system capabilities.

1.3.2.3. Determine file organization, indexing methods, and security procedures for system databases.

1.3.2.4. Plan/coordinate conversion and migration of existing (or legacy) databases.

1.3.3. Database Administration I:

1.3.3.1. Apply current technology in providing Information System solutions.

1.3.3.2. Provide highly technical expertise in providing business application solutions.

1.3.3.3. Shall have a comprehensive understanding of hardware/software and communication environments such as: client/server technology, host/mainframe technology, IS, and related peripheral equipment.

1.3.3.4. Specify proper types of files organization, indexing methods, and security procedures. Advise contractor project teams on the design of complex databases (e.g., schema and subschema details).

1.3.3.5. Define specialized aspects of user's data base administrator documentation.

- 1.3.3.6. Perform detailed comparisons of various data base systems.
- 1.3.3.7. Provide expertise in data storage systems.
- 1.3.3.8. Develop backup and archival policies and procedures.
- 1.3.3.9. Configure storage systems software to meet requirements.
- 1.3.3.10. Perform administration tasks (installing, maintaining, monitoring, recovering, rebuilding, upgrading, patching and performance tuning).
- 1.3.3.11. Implement software solutions for performance enhancement, operator interface, and increased user capability.
- 1.3.3.12. Proficient in the use of Oracle 10.X or later.

1.3.4. Database Systems Administrator II:

- 1.3.4.1. Apply current technology in providing Information System solutions.
- 1.3.4.2. Provide highly technical expertise in providing business application solutions.
- 1.3.4.3. Shall have a comprehensive understanding of hardware/software and communication environments such as: client/server technology, host/mainframe technology, IS, and related peripheral equipment.
- 1.3.4.4. Specify proper types of files organization, indexing methods, and security procedures. Advise contractor project teams on the design of complex databases (e.g., schema and subschema details).
- 1.3.4.5. Define specialized aspects of user's data base administrator documentation.
- 1.3.4.6. Perform detailed comparisons of various data base systems.
- 1.3.4.7. Provide expertise in data storage systems.
- 1.3.4.8. Develop backup and archival policies and procedures.
- 1.3.4.9. Configure storage systems software to meet requirements.
- 1.3.4.10. Perform administration tasks (installing, maintaining, monitoring, recovering, rebuilding, upgrading, patching and performance tuning).
- 1.3.4.11. Implement software solutions for performance enhancement, operator interface, and increased user capability.

1.3.4.12. Proficient in the use of Oracle 10.X or later.

1.3.5. Database Systems Administrator III:

1.3.5.1. Provide Oracle Database Administrator and programming support for the Telemedicine and Advanced Technology Research Center's (TATRC) in-house administrative programs. Provide Oracle Database Administration/Management and PL/SQL Programming in support for in-house applications.

1.3.5.2. Provide Oracle Database Administration/Management and PL/SQL Programming in support of multiple research projects.

1.3.5.3. Perform Oracle product evaluations, support/assistance when required for projects, and management of Backup and Recovery Strategy for Oracle Databases.

1.3.5.4. Proficient in the use of Oracle 10.X or later.

1.3.6. Task Area 3 Application Development Programmer. The contractor shall provide Application Development Programmer Support Services to include, but not limited to the following tasks:

1.3.6.1. Design, test and validate site navigation, architecture and code to ensure multibrowser access to content.

1.3.6.2. Code and test software based upon software specifications and designs.

1.3.6.3. Knowledge of software engineering principles to ensure that Software Sustainment code is modifiable, efficient, reliable, understandable, and fault tolerant.

1.3.6.4. Provide software process management and control throughout the coding portion of the software development process.

1.3.6.5. Support TATRC and AMEDD informatics research efforts. Informatics is an evolving discipline in the TATRC.

1.3.6.6. Demonstrate competence in the development and execution of research proposals, a broad exposure to multiple disciplines such as Internet technologies, knowledge management theory and practice, wireless, and distance learning.

1.3.6.7. Support the development of a Bluetooth enabled physiological status-monitoring network.

1.3.7.8. Develop requirements for and supervise execution of a Traumatic Brain Injury (TBI) communications and management prototype application on a wireless

device (PDA, Cellular, etc.) in order to create a research platform to improve the care of TBI in the military health system.

1.3.7.9. Knowledge of the physician and patient aspects of TBI care is critical to the success of this application.

1.3.7.10. In addition the Web Applications Development task entails the content development, graphics design, and product management of the TATRC Websites.

1.3.8. Application Programmer I:

1.3.8.1. Apply basic knowledge of programming techniques.

1.3.8.2. Develop program specifications for writing and testing programs in the sustainment. Modify and maintain assigned software according to specifications.

1.3.8.3. Develop test data, perform thorough testing and correct faulty code to ensure compliance with specifications.

1.3.8.4. Document programs according to Government standards and procedures.

1.3.8.5. Proficiently use Java, JDK/Swing, JDBC, SQL Server, ASP, JavaScript, HTML, XML/XSL, MS .net, Visual Studio and C++/C-Sharp.

1.3.9. Application Programmer II:

1.3.9.1. Apply basic knowledge of programming techniques.

1.3.9.2. Develop program specifications for writing and testing programs.

1.3.9.3. Modify and maintains assigned software according to specifications.

1.3.9.4. Develop test data, perform thorough testing and correct faulty code to ensure compliance with specifications.

1.3.9.5. Document programs according to Government standards and procedures.

1.3.9.6. Proficiently use Java, JDK/Swing, JDBC, SQL Server, ASP, JavaScript, HTML, XML/XSL, MS .net, Visual Studio and C++/C-Sharp.

1.3.10. Application Programmer III:

1.3.10.1. Provide information technology consultant and programming to support the implementation of computerized information systems.

1.3.10.2. Provide software application support to design and maintain information systems for use in clinics and Army hospitals to capture patient care, manage electronic patient records and for dentistry consultation.

1.3.10.3. Proficiently use Java, JDK/Swing, JDBC, SQL Server, ASP, JavaScript, HTML, XML/XSL, MS .net, Visual Studio and C++/C-Sharp.

1.3.10.4. Setup and maintain servers, including Database, Mail, and Web.

1.3.10.5. Provide extensive technical support to deployed sites and TATRC staff.

1.3.10.6. Evaluate and recommend software for purchase.

1.3.10.7. Develop prototypes and supporting enterprise applications to support the evolution of TATRC enterprise architecture.

1.3.10.8. Provide continuous user requirements and interface design analysis.

1.3.10.9. Research application development cycles shall include systems requirements development and formal presentation for approval through a Systems Requirements Review and Preliminary Design Review.

1.3.10.10. New technology development may include development of IT/IS capabilities such as voice recognition technologies, JAVA/Cold-fusion/XML enabled applications, retinal imaging, diabetes management control systems, Traumatic Brain Injury and management and oversight of IS research.

1.4. Level of Effort. The historical level of effort for this support services is outlined below and based on 2080 hours per year for each category. The offeror shall develop a bid schedule IAW this PWS. This requirement is for a twelve (12) months Base Year and four (4) twelve (12) month option years.

LABOR CATEGORY	Level Of Effort Base Year
Program Manager	
Senior Software Technical Architect	1
Database Administration I	
Database Systems Administrator II	
Database Systems Administrator III	1
Application Programmer I	
Application Programmer II	
Application Programmer III	

1.5. PLACE OF PERFORMANCE AND WORK SCHEDULE. The contractor personnel shall perform services on site at Building (Bldg) 1054 located at Fort Detrick, Maryland. Contractor personnel shall receive written approval from the Contracting Officer's Representative (COR). The COR for this location is Mr. Willie Wright, 301-619-7034.

- 1.5.1. **Telework:** Contractor personnel with prior approval shall provide services from their authorized telework worksite location IAW *Telework Policy* stated in this PWS. Contractor shall:
- 1.5.1.1. Develop, implement, and operate telework programs IAW this PWS.
 - 1.5.1.2. Delegate authority for telework implementation to subordinate authorities as deemed appropriate.
 - 1.5.1.3. Designate a Program Manager to oversee implementation of the telework program.
 - 1.5.1.4. Track contractor personnel participation and provide usage data to the COR at the end of each calendar year as an Annual Telework Report.
 - 1.5.1.5. Fully trained all telework contractor personnel on the telework procedures including information technology and data security, and safety requirements consistent with the guidance in DoD Directive (DoDD) stated below:
 - 1.5.1.5.1. DoDD 8000.01, *Management of the Department of Defense (DoD) Information Enterprise*.
 - 1.5.1.5.2. DoDD 8100.02, *Use of Commercial Wireless Devices, Services, and Technologies in the DoD Global Information Grid (GIG)*.
 - 1.5.1.5.3. DoDD 8500.01E, *Information Assurance (IA)*.
 - 1.5.1.5.4. DoDD 5400.11, *DoD Privacy Program*.
 - 1.5.1.6. Monitor and assess telework implementation to ensure compliance with this PWS.
 - 1.5.1.7. Time and Attendance: Contractor shall account for and reports the teleworker time spend in the telework status in the same manner as if the employee report for work at a traditional worksite.
 - 1.5.1.8. Telework and Travel: Contractor shall track teleworker time spent in a travel mode away from the alternate worksite during a period that is scheduled for telework.

1.6. PERIOD OF PERFORMANCE. The period of performance shall be for a twelve (12) months Base Year from date of the award with four (4) twelve (12) month option years. The award date is anticipated to begin 26 September 2011. The Period of Performance for the current award is 1 April 2011 to 30 September 2011.

1.7. DUTY HOURS. Contractor personnel shall perform services during regular duty hours 8:00 AM to 5:00 PM, Monday through Friday, excluding Federal Holidays as listed in paragraph 1.7.3 below or as otherwise specified. Contractor shall implement a system that accurately records hours worked and that is available to the Contracting Officer Representative (COR).

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

- 1.7.2. Contractor shall not report to work on those days the Government or installation is closed due to inclement weather conditions, national emergencies, energy conservation, or other events requiring installation closure. During these periods of closure, the contractor personnel that are not designated as essential shall not report for work. Teleworker or off-site facilities may be permitted if written justification and approval is granted by the COR and Contracting Officer in advance.
- 1.7.3. The following is a list of legal federal holidays that services shall not be performed. Services shall not be performed on any other day declared a federal holiday.
 - 1.7.3.1. New Year's Day, January 1st
 - 1.7.3.2. Martin Luther King's Birthday, 3rd Monday in January
 - 1.7.3.3. President's Day, 3rd Monday in February
 - 1.7.3.4. Memorial Day, Last Monday in May
 - 1.7.3.5. Independence Day, July 4th
 - 1.7.3.6. Labor Day, 1st Monday in September
 - 1.7.3.7. Columbus Day, 2nd Monday in September
 - 1.7.3.8. Veteran's Day, November 11th
 - 1.7.3.9. Thanksgiving Day, 4th Thursday in November
 - 1.7.3.10. Christmas Day, December 25th

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

- 1.7.4. The contractor shall ensure that all contractor personnel are advised of non-disclosure policies as well as restrictions from communicating official business to media outlets. The contractor's employees may be required to sign specific nondisclosure agreements as required by contract.
- 1.7.5. 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.

1.8. 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.

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

SECTION C2 – PERFORMANCE REQUIREMENT SUMMARY

2.0. Performance Requirement Summary

	Performance Requirement	Paragraph Numbers	Acceptable Quality Level	Surveillance Method
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1. Technical Lead – Senior Software Technical Architect	Provide technical vision and leadership for the improvement of business processes within Software Deployment, Source Code Management, and the application lifecycle within TATRC.	1.3.1	100% of the time.	100% Inspection
	Establishes software information requirements using analysis of the application developers and database administrators in the development of enterprise-wide or large scale software systems.	1.3.1	100% of the time.	100% Inspection
	Designs software architecture to support the total requirements as well as provide for present and future cross-functional requirements and interfaces.	1.3.1	100% of the time.	100% Inspection
2. Database Administration Planning and Design	Provide Oracle Database Administrator and programming support for the TATRC in-house administrative programs.	1.3.2	100% of the time.	100% Inspection
	Provide Oracle product evaluations, support / assistance when required for projects, and management of Backup and Recovery Strategy for Oracle Databases.	1.3.2	100% of the time.	100% Inspection
	Proficient in the use of Oracle 10.X or later	1.3.2	100% of the time.	100% Inspection
3. Application Development Programmer	Demonstrated competence in design, test and validate site navigation, architecture and code to ensure multibrowser access to content.	1.3.3	100% of the time.	100% Inspection
	Uses sound software engineering principles to ensure that developed code is modifiable, efficient, reliable, understandable, and fault tolerant. Provides software process management and control throughout the coding portion of the software development process.	1.3.3	95 % of the time	Periodic Inspection and Customer Complaints
	Support TATRC and AMEDD informatics research efforts. Informatics is an evolving discipline in the TATRC.	1.3.3	100% of the time.	100% Inspection

	Demonstrated competence in the development and execution of research proposals, a broad exposure to multiple disciplines such as Internet technologies, knowledge management theory and practice, wireless, and distance learning.	1.3.3	95 % of the time	Periodic Inspection and Customer Complaints
	The contractor shall develop requirements for and supervise execution of a Traumatic Brain Injury (TBI) communications and management system on wireless devices creating a research platform to improve the care of TBI in the military health system.	1.3.3	100% of the time.	Periodic Inspection and Customer Complaints
	Proficiently use Java, JDK/Swing, JDBC, SQL Server, ASP, JavaScript, HTML, XML/XSL, MS .net, Visual Studio and C++/C-Sharp. Setup and maintain several types of servers, including Database, Mail, Web, and Certificate Servers.	1.3.3	95% of the time.	100% Inspection
	Develop prototypes and supporting enterprise applications to support the evolution of TATRC enterprise database architecture. In conjunction with the prototype development, provide continuous user requirements and interface design analysis.	1.3.3	100% of the time.	100% Inspection
	Assist in researching application development cycles including systems requirements development and formal presentation for approval through a Systems Requirements Review and Preliminary Design Review.	1.3.3	100% of the time.	100% Inspection
4. Management Reports:	The Contractor shall submit management reports as deliverable(s) for individual task orders. These reports shall detail the general status of expenditures, remaining resources, significant activities, problems encountered and courses of action taken to resolve the problems. Therefore, task orders written	1.3.1 to 1.3.3	Deliver Monthly Reports	100% Inspection

	under this contract will outline individual management reporting requirements.			
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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 10th day following the end of a quarter.

2.1.2. Quality Assurance Performance Summary. The Government will assess the contractor’s performance compliance based on the criteria in section 2.0.

SECTION C3 – GOVERNMENT AND CONTRACTOR FURNISHED PROPERTY AND SERVICES

3.1. GOVERNMENT FURNISHED PROPERTY

3.1.1. The Government will provide contractor personnel a workspace, computer equipment, access to copy machine telephone/FAX/email, and cell phone. Access to government owned vehicles (sedans and carryalls) will be provided as required. Contractor personnel shall possess and maintain a valid driver’s license. The contractor personnel shall sign a hand receipts for equipment issued to them temporarily for their personal use in the execution of this contract/task order. The contractor shall be responsible for the care, safekeeping, and return of all Government issue equipment and supplies at the end of the performance period of the contract/task order, whichever comes first.

3.1.2. The Government will provide ID badges for contractors and provide access to existing facilities, applicable documents, databases records, Internet, and files whenever possible, for use in the execution of these tasks. Facility access requires contractor personnel to be identified with a company photo ID badge.

3.1.3. The Contractor shall report in the proposal, the type, amount and time frame for any additional Government resources required.

3.1.4. The Government will provide required security information and training.

SECTION C4 – GENERAL INFORMATION

4.1. PERSONNEL REQUIREMENTS.

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

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

4.2. Security Clearance Requirement. Contractor facilities shall be designated as classified document storage areas for the acceptance, safekeeping, and transfer of material to the SECRET security level. The personnel managed under this contract are required to hold current security clearances to the ADP II/IT II security level. Each task order will state the security classification level required, source of classified information need to know, etc. All classified material and contractor personnel working with this material are governed by applicable laws and government regulations; therefore, classified material will be marked, handled, protected, and reported according to those standards. All contractor personnel accessing Government information systems shall successfully pass a National Agency Check (NACI) Background investigation before gaining access.

4.3. Information Security.

4.3.1. 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 of 1996 (HIPAA) and are required to take appropriate action to prevent disclosure of this information. The ADP II/IT II security clearance investigation must be completed before the individual is permitted access to material.

4.3.2. All data received, processed, evaluated, loaded and/or 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.

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

4.3.4. 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 must be returned unless the Government expressly grants the Contractor permission to retain the materials for continued development or publication.

4.4. Provide Qualified Personnel

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

4.4.2. National Agency Background Investigation\Security Clearance Requirement.

All contractor personnel shall be able to successfully obtain a National Agency Clearance with Local Agency Check and Credit (NACLCL) clearance in order to access TATRC DoD information networks, systems and databases.

4.4.3. Prior to commencement of work, the Contractor shall perform, as a minimum, an inquiry through the NCIC and a credit check through an appropriate credit bureau entity for all contractor personnel identified. The Contractor shall notify the Contracting Officer and the COR, in writing, of the results of the preliminary check. Notification will be given by the Contracting Officer or COR to the contractor to commence work with those individuals who have been cleared. Contractor personnel shall have a favorable or favorably adjudicated NACLCL. The check shall be initiated no later than the commencement of performance. The necessary paperwork can be accessed at www.dss.mil, please download the Electronic Personnel Security Questionnaire (EPSQ) 2.2 version or e-Quip.

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

4.5. Contractor Security Training

4.2.5.1. All contractor personnel 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).

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

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

4.7. 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.

4.8. 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.

4.9. PRIVACY AND CONFIDENTIALITY

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

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

4.9.3. 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.

4.9.4. 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.

4.9.5. 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.

4.10. 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.

4.11. 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.

4.12. 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 IAW Public Law 104-191 and Code of Federal Regulation (CFR) 45 CFR Parts 160, 162 and 164, as it relates to Privacy and Security Rules.

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

SECTION 5 – ATTACHMENT

5.1. LABOR CATEGORIES

5.1.1. Task Area 1: Technical Lead – Senior Software Technical Architect Support Services

Qualifications: Contractor personnel shall have at a minimum a Master's degree. A

Bachelor Degree in computer science, information systems management, mathematics, engineering, or a related field. Contractor personnel shall have technical certifications and eight years experience in application development, specifically familiar with build and release management and experience with Source Code Management tools and processes. Contractor personnel shall have excellent verbal and written communications skills and the ability to present to technical, non-technical, and senior management audiences. Contractor personnel shall have leadership capabilities, including interpersonal skills, problem solving skills, reasoning/analytical skills, good negotiation skills, and good planning and organizational skills. Contractor personnel shall be a self-starter who requires little supervisor and works effectively within a team. Contractor personnel shall have the ability to work with confidential information and understand the medical research business, technology and the application of technology to our medical research business.

5.1.2. Task Area 2: Database Administration I Support Services

Qualifications: Contractor personnel shall have at a minimum a Bachelor's degree in Computer Science, Information Systems Management, Mathematics, Engineering, or related scientific field. Contractor personnel shall have four (4) years of documented relevant experience or an Associates Degree together with two (2) years of documented relevant experience, which may be substituted for the Bachelor's Degree. Contractor personnel shall have three (3) years experience in a complex, distributed, heterogeneous computing environments, which may involve different types of hardware platforms, operating systems applications, data base systems and network environments. Contractor personnel shall have one (1) year specific experience as a Database Systems Administrator on the target system.

5.1.3. Task Area 2: Database Systems Administration Ii Support Services

Qualifications: Contractor personnel shall have a Bachelor's Degree in Computer Science, Information Systems Management, Mathematics, Engineering, or related scientific field. Contractor personnel shall have four (4) years of documented relevant experience or an Associates Degree together with two (2) years of documented relevant experience, which may be substituted for the Bachelor's Degree. Contractor personnel shall have six (6) years experience in a complex, distributed, heterogeneous computing environments, which may involve different types of hardware platforms, operating systems applications, data base systems and network environments. Contractor personnel shall have two (2) years specific experience as a Database Systems Administrator on the target system.

5.1.4. Task Area 2: Database Systems Administration Iii Support Services

Qualifications: Contractor personnel shall have at a minimum a Bachelor's degree. Contractor personnel shall have ten (10) years of experience in Database Management

System (DBMS) software, such as Oracle, SQL Server, or Informix. Contractor personnel shall have experience with Application Development and Network design.

5.1.5. Task Area 3: Application Programmer I Support Services

Qualifications: Contractor personnel shall have a Bachelor's degree in Computer Science, Information Systems Management, Mathematics, Engineering, or related field. Contractor personnel shall have an additional four (4) years of relevant experience in application and computer programming experience Java, JDK/Swing, JDBC, SQL Server, ASP, JavaScript, HTML, XML/XSL, MS .net, Visual Studio and C++/C-Sharp, which may be substituted for the Bachelor's Degree. Contractor personnel shall have two (2) years experience in the functions application and computer programming experience as described above.

5.1.6. Task Area 3: Application Programmer II Support Services

Qualifications: Contractor personnel shall have a Bachelor's degree in Computer Science, Information Systems Management, Mathematics, Engineering, or related field. Contractor personnel shall have an additional four (4) years of relevant experience in application and computer programming experience Java, JDK/Swing, JDBC, SQL Server, ASP, JavaScript, HTML, XML/XSL, MS .net, Visual Studio and C++/C-Sharp which may be substituted for the Bachelor's Degree. Contractor personnel shall have (4) years experience in the functions application and computer programming experience as described above.

5.1.7. Task Area 3: Application Programmer III Support Services

Qualifications: Contractor personnel shall have a Bachelor's degree in Computer Science, Information Systems Management, Mathematics, Engineering, or related field. Contractor personnel shall have an additional four (4) years of relevant experience in application and computer programming experience Java, JDK/Swing, JDBC, SQL Server, ASP, JavaScript, HTML, XML/XSL, MS .net, Visual Studio and C++/C-Sharp, which may be substituted for the Bachelor's Degree. Contractor personnel shall have six (6) years experience in Automatic Data Processing (ADP) systems analysis, design, and or maintenance. Contractor personnel shall have experience that includes a broad range of assignments in technical tasks directly related to contracts in the studies and analysis area of responsibility.

CLAUSES INCORPORATED BY FULL TEXT

**CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES)
(APR 2011) (USAMRAA)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk can be reach at 703-695-5103 or 703-695-5058 for any technical questions. The help desk can also be contacted via email: contractormanpower@hqda.army.mil. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)

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

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 **1 Oct 2012 to 30 Sep 2016, or the expiration/termination of any option year.**

SAFEGUARDING PROPRIETARY INFORMATION (MAY 1999) (USAMRAA)

- a. "Proprietary information" shall mean all information, whether disclosed orally, in writings, by drawings, or otherwise relating to the work to be performed under this contract, whether proprietary to the Government or one of

its collaborating partners. Proprietary information includes, but is not limited to, information regarding properties, formulae, structures, manufacturing processes, and test results. Information ceases to be proprietary when it is generally available to the public or is available from sources other than the Department of the Army. All information submitted to the contractor under this contract shall be presumed to be proprietary to the Department of the Army or one of its collaborating partners until the Department of the Army announces to the contrary.

b. The contractor shall safeguard proprietary information both during and after the term of this contract, and shall neither appropriate, nor disclose, nor make unauthorized use of the proprietary information received under this contract. The requirements of this paragraph include, but are not limited to, the following:

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

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

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

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

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

Name:

Date:

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

CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)

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

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

KEY PERSONNEL (MAR 1999) (USAMRAA)

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

- a. The Contractor shall identify the key personnel based upon their business model to meet the requirements.
- b. The above Key Personnel shall be utilized as necessary to fulfill the requirements of this contract.
- c. The offerer must provide thorough and detailed documentation of the experience, abilities, and background for Key Personnel under this contract in the form of resumes or equivalent statements of qualifications. Such documentation should include but not be limited to: name, curriculum vitae, type and description of experience.
- d. The contractor agrees that during the contract performance period substitution for Key Personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (e) below.
- e. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume for the proposed substitute(s), and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution(s). All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.
- f. If any of the listed Key Personnel are subcontractor personnel, the contractor shall include the substance of this clause in any subcontract which he awards under this contract.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 26-SEP-2011 TO 25-SEP-2012	N/A	USA MED RESEARCH MAT CMD WILLIE WRIGHT TMED AND ADV TECH RSRCH CTR TATRC 504 SCOTT STREET FORT DETRICK MD 21702-5012 (301) 619-7034 FOB: Destination	W90ERG
0002	POP 26-SEP-2011 TO 25-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
0003	POP 26-SEP-2011 TO 25-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1001	POP 26-SEP-2012 TO 25-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1002	POP 26-SEP-2012 TO 25-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
1003	POP 26-SEP-2012 TO 25-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2001	POP 26-SEP-2013 TO 25-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2002	POP 26-SEP-2013 TO 25-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
2003	POP 26-SEP-2013 TO 25-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3001	POP 26-SEP-2014 TO 25-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3002	POP 26-SEP-2014 TO 25-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
3003	POP 26-SEP-2014 TO 25-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4001	POP 26-SEP-2015 TO 25-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG

4002	POP 26-SEP-2015 TO 25-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG
4003	POP 26-SEP-2015 TO 25-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90ERG

CLAUSES INCORPORATED BY FULL TEXT

TASK/DELIVERY ORDERS (DEC 2006) (USAMRAA)

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

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

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

(3) Upon receipt of the contractor's proposal, the Government will proceed to evaluate the same, subsequent to which negotiations will take place between the Contracting Officer and the contractor. The contractor is expressly forbidden from discussing with the Contracting Officer's Representative (COR), or any other Government technical personnel, any aspects of any pending Task/Delivery Orders absent expressed written permission from the Contracting Officer to that effect.

(4) Following the conclusion of negotiations, the Contracting Officer will issue a fully executed Task/Delivery Order, containing all agreed-to terms and conditions, specifying the task to be performed, special reporting requirements and a firm-fixed price amount.

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

Section G - Contract Administration Data

CLAUSES INCORPORATED BY 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.

XX *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]

CONTRACT CEILING (MAR 1999) (USAMRAA)

The ceiling price of this contract is **\$3,000,000.00**. The contractor agrees that the work performed under this contract shall be accomplished within the specified ceiling price. Unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased and the amount of the increase, any costs incurred in excess of the ceiling price shall be borne by the contractor. The contractor's attention is directed to **Section C** of this contract, entitled "Task/Delivery Orders". Contractor entitlement to the monies specified as the

contract ceiling is derived solely from the issuance and successful performance of task/ delivery orders against that ceiling amount.

TRAVEL (JULY 2007) (USAMRAA)

a. Approval of Foreign Travel. The cost of foreign travel is allowable only when the specific written approval of the Contracting Officer is obtained prior to commencing the trip. Approval shall be requested at least **15 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.

Section I - Contract Clauses

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
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-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
252.204-7002	Payment For Subline Items Not Separately Priced	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
252.204-7006	Billing Instructions	OCT 2005
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

USAMRAA website:

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

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

___ (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)).

X (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.)

X (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).

X (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).

X (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.

X (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.

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

___ (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).

__X_ (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).

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

(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, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).

(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)).

(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.)

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

(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.).

(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)

52.216-18 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 performance 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 **\$2,000,000.00**;

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

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(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**; 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 **sixty-six (66) months.**

(End of clause)

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

(a) Definitions.

As used in this clause-

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

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

(End of provision)

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

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

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

(19) ___ 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) 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) 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) 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)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

ATTACHMENT 1 - PAST PERFORMANCE

SEE ATTACHMENT 1 – PAST PERFORMANCE QUESTIONNAIRE IN ACCORDANCE WITH INSTRUCTIONS IN 52.212-1 IN SECTION L.

ATTACHMENT 2 - WAGE DETERMINATION

SEE ATTACHMENT 2 – WAGE DETERMINATION, 2005-2104, (REV 13) DATED 06/13/2011

ATTACHMENT 3 - LABOR RATES SCHEDULE

SEE ATTACHMENT 3 – LABOR RATE SCHEDULE

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.212-3 Offeror Representations and Certification--Commercial Items MAY 2011

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-5	Evaluation Of Options	JUL 1990

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 in the Contracting Officer (KO) determined that it is deems necessary later. The Government may reject any or all proposals if such action is in the Government best interest; accept other than the lowest proposal; and waive informalities and minor irregularities in proposals received.

SUBMISSION OF PROPOSALS: Proposals shall be submitted and received in three (3) Volumes and no later than 14 **September 2011 by 3:00 PM EST.**

Volume 1 – TECHNICAL PROPOSAL

Volume 2 - PAST PERFORMANCE/PERFORMANCE RISK

Volume 3 – PRICE PROPOSAL

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-0371
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 31 August 2011 by 3:00 PM EST and closing date for receipt of proposal is 9 September 2011.** Questions are to be submitted to both Mr. Robert Doan, Contract Specialist at robert.doan@amedd.army.mil and Ms. Laura N. Charles, Contracting Officer at pamela.nevels@us.army.mil, to include the follow subject line: the solicitation number: W81XWH-11-R-0371 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	2/5
C	Volume 3	Price Proposal	2/2

4. Electronic Copies. The electronic portion of the proposal shall be submitted on virus-

free

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

C. VOLUME CONTENT

1. Volume 1 - TECHNICAL PROPOSAL

The Technical Proposal is required to meet all requirements of the RFP, not just Evaluation Factors to be eligible for award. The Offeror shall submit a proposal comprehensive enough to provide the basis for a sound evaluation by the Government. The Technical Proposal shall not exceed 50 pages including resumes and required Plans. Pages exceeding the specific page limitation will be removed and not forwarded for evaluation. The Technical Proposal shall include a discussion of the Offeror’s methodology to meet all the requirements of the 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 shall be specific as to the Offeror proposes to comply with the PWS including a full explanation of the techniques and procedures the Offeror proposes to follow. Technical Proposals shall also include a proposed Draft Quality Control Plan (PWS 2.1) for the Government’s consideration in development of the Government’s Quality Assurance Surveillance Plan (QASP). A QASP will specify the work requiring surveillance and the method of surveillance to determine that the services conform to the contract requirements. In addition, Technical Proposals shall include a draft Organizational Conflict of Interest Mitigation Plan (PWS 2.1.1.3).

(a) Technical Approach

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

(i) A proposed approach to meeting the requirements of the PWS for the Technical/Software Engineering Support Services contracts. The Offeror shall identify the personnel considered to be key personnel in meeting the requirements of the PWS. The Offeror shall identify the labor categories and corresponding effort that will be used in performing the work. The Offeror shall discuss the proposed labor categories in relation to experience, responsibilities and education in outlining its approach to meeting the PWS requirements. The Government's 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 the offeror feels is right to accomplish the mission contained in the PWS. If the offeror believes the labor categories/mix or overall level of effort provided are not its best technical solution, the offeror is strongly encouraged and expected to submit a level of effort consistent with its technical/cost approach.

(ii) A draft Quality Control Plan (QCP) for timely and successful performance of the requirements of the PWS. A final QCP will be provided 10 days after contract award. This draft plan is not included in the 50 page limit or the technical proposal.

(iii) A draft OCI Mitigation Plan to ensure proper execution of the requirements of the PWS. A final OCI Mitigation Plan will be provided 10 days after contract award. This draft plan is not included in the 50 page limit of the technical proposal.

(b) Personnel Qualifications

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

(i) Resumes of the Offerors proposed Key Personnel to include relevant education, training, and credentials. Key personnel must be current employees of the Offeror or have signed letters of commitment and contingent offers provided in the Offeror's proposal.

(ii) A draft 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 U.S. applicants and resident/non-resident alien scientists. This draft plan is not included in the 50 page limit of the technical proposal.

(iii) Provide metrics in this section describing the number of contractor personnel hired within the past three (3) years whose expertise falls within the disciplines listed above, or the number of contractor personnel currently hired whose expertise falls within the disciplines listed in the PWS.

(c) Corporate Experience

The Offeror shall provide evidence of having experience providing research project management and scientific/technical support services in contracts of similar size and scope and in hiring and managing qualified program management support services in the following disciplines: Administrative, Financial, Human Resource and Logistics Technical/Software Engineering Support Services.

2. Volume 2 - PAST PERFORMANCE/PERFORMANCE RISK/SMALL BUSINESS PARTICIPATION

(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 (Exhibit C) directly to the Contract Specialist, Mr. Robert Doan at robert.doan@amedd.army.mil prior to the closing date of the solicitation.** Past performance information obtained by the Government from other sources may also be used for evaluation. The information gathered will be used to assess the relevancy of previous services performed and to determine the degree of performance risk involved in accepting each Offeror's proposal. In the event an established Offeror is simply without a record of past performance, the Offeror's lack of past performance will be evaluated as an unknown risk having no favorable or unfavorable impact on the evaluation.

(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:

Small Business Category	Goal
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:

Name of Company	Type of Service/Supply
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 – PRICE PROPOSAL

Price Proposal shall consist of the following parts:

- Fully burdened hourly labor rates for all suggested labor categories and any additional proposed labor categories or levels (Completed Exhibit B). 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 Exhibit B, with exception of Travel, which has already been estimated by the Government.
- Pricing information relating to Contractor Manpower Reporting requirements.
- Representations and Certifications.
- Signed SF1449 and required acknowledged solicitation amendments.

Suggested descriptive labor category descriptions and historical labor categories are provided in the PWS. Pricing shall be provided for individual labor categories and incorporated into Table 15.2. The Government will evaluate offers for award purposes by comparing the fully burdened hourly labor rates proposed for the base year and all option years. Price may become the deciding factor if proposals are evaluated and determined to be technically equivalent.

Solicitation, Offer and Award - Each offeror shall complete (fill-in and signatures) Section A of the Standard Form (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 to be Wide Area Workflow (WAWF).

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

USAMRAA**ATTN: MCMR-AAA-T (Pamela Nevels, Contracting Officer)****820 Chandler Street****Fort Detrick, MD 21702**Pamela.nevels@us.army.mil

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

(End of provision)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(b) BASIS FOR AWARD

A single IDIQ will be established with the responsible offeror (s), whose proposal is determined to be the best value and most beneficial to the Government, cost/price and other factors considered. The Government may conduct a tradeoff process in order to determine which offeror(s) represents the best value to the Government.

FACTORS TO BE EVALUATED

The following factors shall be used to evaluate offers in descending order of precedence:

1. Technical Approach
2. Personnel Qualifications
3. Corporate Experience
4. Past Performance
5. Price

The evaluation factors are listed in descending order of importance. Technical Approach, Personnel Qualification, and Corporate Experiences, when combined, are equal and significantly more important than Past Performance. Past Performance is significantly more important than Price. Price is the least important factor. All evaluation factors, when combined are significantly more important than price. Price may become the deciding factor if proposals are evaluated and determined to be technically equivalent.

EVALUATION APPROACH

Factors will be evaluated as follows:

Technical Approach: Understanding the requirements as demonstrated by the adequacy of the offeror's approach to perform the PWS, the Draft Quality Control Plan (QCP), and Draft Organizational Conflict of Interest (OCI) Plan.

Personnel Qualification: Competency and likely effectiveness of the offeror's personnel as determined by education and relevant experience, including relevant experience in general and research operations, regulated studies procedures, product development experience, and publication record. Key personnel resumes will be evaluated based on the relevance of the individual's education and experience relative to the PWS.

Corporate Experience: Extent and nature of experience of the offeror in providing General Support Services in contracts of similar size and scope, and in hiring and retaining personnel in similar disciplines.

Past Performance: The offeror will be evaluated on 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 SST shall assess the relevancy of the experience 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.

Price or Cost: The proposed price will be evaluated to determine if it is fair and reasonable. In addition, to determine reasonableness of the proposed price, a cost realism analysis may be performed. Price will be evaluated separately from the non-price factors.

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 proposal is one that incorporates prices significantly less than cost for some items and/or prices that are significantly overstated for other items.

c. **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).

d. 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.

e. To receive consideration for award, a rating of no less than "Acceptable" must be achieved. The offerors are cautioned that the award may not necessarily be made to the lowest cost offered.

(End of provision)