

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 100	
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-09-R-0018	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 22 Jun 2009	6. REQUISITION/PURCHASE NO. HT000391353300		
7. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014		CODE W81XWH	8. ADDRESS OFFER TO (If other than Item 7) US ARMY MEDICAL RESEARCH ACQUISITION ACT CUSTOMER SERVICE CENTER (P) 820 CHANDLER FT DETRICK MD 21702		CODE W81XWH	TEL: 301-619-2287 FAX 301-619-2195	

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

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ (See Section L) until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME LAUREL CAREY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-4024	C. E-MAIL ADDRESS laurel.carey@AMEDD.army.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
		(4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		
			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL: _____ EMAIL: _____		(Signature of Contracting Officer)			

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

Section A - Solicitation/Contract Form

ADDITIONAL INFORMATION

All proposed prices for all Contract Line Item Numbers (CLINs) must be submitted on the Excel Pricing Sheet provided at Attachment 13. Please note that any reformatting of the Excel Pricing Sheet will result in rejection of the offeror's entire proposal.

Please note that there are two parts to Section K submissions: (1) ORCA certifications and (2) completion of additional Section K certifications and clauses.

Proposals must be submitted and received in five (5) separate volumes (I, II, III, IV, and V).

A complete Volume II, Past Performance, shall be submitted no later than **7 August 2009 by 2 PM Local Time, Frederick, MD.**

A complete Volume I, Technical Approach, Management Planning, and Relevant Experience, Volume III, Small Business Participation Plan; Volume IV, Cost/Price; and Volume V, Solicitation, Offer and Award Documents and Certifications/Representations, shall be submitted no later than **21 August 2009 by 2 PM Local time, Frederick, MD.**

If any one proposal volume is received past the respective stated closing date specified in this solicitation, the entire proposal will be considered late. No further consideration will be given to any offeror who submits any of these volumes late IAW FAR 15.208(b).

Proposals shall be submitted consistent with the instructions below. Proposals shall be submitted to the following address:

Director
U.S. Army Medical Research Acquisition Activity (USAMRAA)
Attn: MCMR-AAA-P/W81XWH-09-R-0018/(Laurel Carey)
820 Chandler Street,
Fort Detrick, MD 21702-5014

Questions concerning this solicitation must be submitted in writing via email no later than **6 July 2009 by 2 PM Local time, Frederick, MD.** Questions must be sent via email to both laurel.carey@amedd.army.mil and darrell.beaver@amedd.army.mil, Subject: W81XWH-09-R-0018. No telephonic questions will be accepted. Answers to questions will be addressed by amendment to the solicitation which will be posted on the USAMRAA website, www.usamraa.army.mil. In the event that multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the same issue.

The NAICS code for this requirement is 541990.

Section B - Supplies or Services and Prices

PRICING INFORMATION

B.1. The Contractor shall furnish non-personal services to provide Initial Outfitting and Transition (IO&T) services to support one new medical facility and one newly renovated military medical facility in the National Capital Region (NCR).

B.2. This solicitation will result in a single cost plus fixed fee contract with incentive provisions.

B.3. Cost/Pricing for Section B CLINS shall be provided by completing the Excel Pricing Sheet provided at Attachment 13 (see Section J). Offerors shall not alter the pricing structures provided on the Excel Pricing Sheet. Offerors shall submit supplemental cost breakdowns for each cost element within their Cost/Price Proposal as outlined in Section L.

B.4. Base Period Contract Line Item Numbers (CLINs) 0001, 0002, and Option Period CLINs 1001, 1002, 2001, and 2002 shall be priced on a cost plus fixed fee basis. A maximum of 3% fixed fee may be proposed. CLINs 0001, 1001 and 2001 shall reflect proposed prime contractor fully burdened labor costs associated with project management services to complete the requirements of Section 2 of the Performance Work Statement (PWS). CLINs 0002, 1002 and 2002 shall reflect fully burdened proposed subcontract labor costs associated with support services to complete the requirements of Section 2 of the PWS, unless the proposed subcontract is on a firm fixed price basis. If a fixed price subcontract is proposed, see B.6.

B.5. Base Period CLINs 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011 and 0012, and Option Period CLINs 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011 and 1012 shall be priced on a cost basis. Provided to the Offerors on the Excel Pricing Sheet (Attachment 13) is the Government's total estimated price of equipment and furniture and furnishings to be provisioned as shown in Attachments 1 – 6 (See Section J). The Offerors may propose a General and Administrative (G&A) and/or Material and Handling (M&H) charge in accordance with approved accounting practices or disclosure statement and apply it to the Government provided total cost estimate to complete the Excel Pricing Sheet for these CLINs. If no G&A and/or M&H are proposed, please indicate the rationale for the exclusion. No fee or profit shall be applied to these cost CLINs.

B.6. Base Period CLIN 0013 and Option Period CLINs 1013 and 2013 shall reflect Other Direct Costs (ODCs) to include all fixed price subcontract costs, and shall be priced on a cost basis. ODCs other than travel, may include G&A charges and/or Material and Handling (M&H) charges. Fee or profit is unallowable on any ODC.

B.7. Base Period CLIN 0014 and Option Period CLINs 1014 and 2014 reflect the Incentive Fee Pool available for achieving minimum, target or maximum quality levels for "On-schedule outfitting and transition of the North and South projects" outlined in the Incentive Fee Plan provided at Attachment 8 (See Section J). Offerors shall not propose an alternate Cost/Price for this CLIN, but may propose an alternate fee structure for the incentive plan with their proposal if deemed appropriate.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Services CPFF Project Management Support to complete project requirements identified in Section 2 of the PWS. FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Services CPFF Subcontract support services to complete project requirements identified in Section 2 of the PWS. FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Medical Equipment Provisioning COST		Lot		
	As listed in Attachment 1 (OP Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Medical Equipment Provisioning COST		Lot		
	As listed in Attachment 1 (O&M Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Funding in support of CLIN 0004 COST		Lot		
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HT000391353300				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Medical Equipment Provisioning COST		Lot		
	As listed in Attachment 1 (MILCON Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Non-Medical Equipment Provisioning COST		Lot		
	As listed in Attachment 2 (O&M Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	IT Equipment Provisioning COST		Lot		
	As listed in Attachment 3 (OP Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	IT Equipment Provisioning COST		Lot		
	As listed in Attachment 3 (O&M Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	IT Equipment Provisioning COST		Lot		
	As listed in Attachment 3 (MILCON Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Furniture and furnishing Provisioning COST		Lot		
	As listed in Attachment 4 (OP Funded). The total estimated cost INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Furniture and furnishing Provisioning COST		Lot		
	As listed in Attachment 4 (O&M Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0012	Furniture and furnishing Provisioning COST As listed in Attachment 4 (MILCON Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
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FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0013	ODCs COST Other Direct Costs allocable to program management support services and equipment/furniture provisioning such as but not limited to fixed-price subcontracts, shipping/transportation, warehousing fees, office space, local travel.				
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FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Incentive Fee Pool COST Incentive Fee Pool available for achieving minimum, target or maximum quality levels for "On-schedule outfitting and transition of the North and South projects" outlined in the Incentive Fee Plan provided at Attachment 8.		Lot		

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Services CPFF Project Management Support to complete project requirements identified in Section 2 of the PWS.		Lot		

FOB: Destination

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Services CPFF Subcontract support service to complete project requirements identified in Section 2 of the PWS.		Lot		
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Medical Equipment Provisioning COST As listed in Attachment 1 (OP Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.		Lot		
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Medical Equipment Provisioning COST As listed in Attachment 1 (O&M Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.		Lot		
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Medical Equipment Provisioning COST		Lot		
	As listed in Attachment 1 (MILCON Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	Non-Medical Equipment Provisioning COST		Lot		
	As listed in Attachment 2 (O&M Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	IT Equipment Provisioning COST		Lot		
	As listed in Attachment 3 (OP Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	IT Equipment Provisioning COST		Lot		
	As listed in Attachment 3 (O&M Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	IT Equipment Provisioning COST		Lot		
	As listed in Attachment 3 (MILCON Funded). The total estimated cost provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	Furniture and furnishing Provisioning COST		Lot		
	As listed in Attachment 4 (OP Funded). INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.				

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 OPTION	Furniture and furnishing Provisioning COST As listed in Attachment 4 (O&M Funded). Provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.		Lot		
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 OPTION	Furniture and furnishing Provisioning COST As listed in Attachment 4 (MILCON Funded). Provided INCLUDES standard installation, equipment manuals, standard commercial warranty, and initial training.		Lot		
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013			Lot		

OPTION

ODCs

COST

Other Direct Costs allocable to program management support services and equipment/furniture provisioning such as but not limited to fixed-price subcontracts, shipping/transportation, warehousing fees, office space, local travel.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014			Lot		

OPTION

Incentive Fee Pool

COST

Incentive Fee Pool available for achieving minimum, target or maximum quality levels for "On-schedule outfitting and transition of the North and South projects" outlined in the Incentive Fee Plan provided at Attachment 8.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Services CPFF Project Management Support in Section 2 of the PWS.		Lot		
	to complete project requirements identified				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Services CPFF Subcontract support services to complete project requirements identified in Section 2 of the PWS.		Lot		
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013 OPTION	ODCs COST Other Direct Costs allocable to program management support services and equipment/furniture provisioning such as but not limited to fixed-price subcontracts, shipping/transportation, warehousing fees, office space, local travel.		Lot		

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014 OPTION	Incentive Fee Pool COST Incentive Fee Pool available for achieving minimum, target or maximum quality levels for "On-schedule outfitting and transition of the North and South projects" outlined in the Incentive Fee Plan provided at Attachment 8.		Lot		

FOB: Destination

ESTIMATED COST

Section C - Descriptions and Specifications

PWS

Section C: Performance Work Statement (PWS) For Non-Personal Services

Initial Outfitting and Transition (IO&T) Acquisition for National Capital Region (NCR) North (WRNMMC) and South (FBCH) Projects

C.1.0 GENERAL

This is a non-personal services contract to provide Initial Outfitting and Transition (IO&T) services to support one new military medical facility, and the new additions and newly renovated spaces at one military medical facility in the National Capital Region (NCR). The Joint Task Force National Capital Region - Medical (JTF CapMed) seeks Contractor support to perform tasks such as hospital transitioning and activation, provisioning/installing materiel, provisioning/installing furniture/furnishings, provisioning/installing medical, non-medical, and Information Technology (IT) equipment, providing initial transition and equipment training (operational and maintenance), and moving reused equipment and materiel. The Walter Reed National Military Medical Center (WRNMMC) in Bethesda, MD (North Project) and the new Fort Belvoir Community Hospital (FBCH) at Fort Belvoir, VA (South Project) are the focal point of these requirements as directed under the Base Realignment and Closure (BRAC) 2005 law.

C.1.1 Overall Goal

The overall goal of this contract is to ensure the IO&T of WRNMMC and FBCH is completed in accordance with the schedule provided in Section F of the contract, within budget, and in accordance with the Contractor's approved plans. The Contractor shall use proven best practices that minimize any negative impact on staff operations and the patient healthcare mission.

C.1.2 Background

The 2005 BRAC Commission recommended relocating certain Walter Reed Army Medical Center activities from Washington, D.C., to the National Naval Medical Center and establishing it as the Walter Reed National Military Medical Center (hereafter referred to as "the North Project"). This 345-bed medical center will provide tertiary, subspecialty, and complex medical services. In addition, to supplement the new medical center services, a new community hospital will be built at Fort Belvoir, VA. This new 120-bed hospital, Fort Belvoir Community Hospital, is referred to as "the South Project." The South Project hospital will provide primary and secondary (specialty services to include neurology, etc.) services. Both of the health facilities will support various medical education missions including but not limited to Graduate Medical Education (GME), non-GME, and enlisted specialty training.

BRAC law requires construction of the two facilities to be completed by 15 September 2011. Historically, providing the resources required to accomplish a transition facility support service function was accomplished (a) by assigning additional personnel to a specific project site (Health Facility Project Officers), (b) through interim manpower allocations (internal reassignments of in-house staff), or (c) by hiring temporary employees for specific support (logistics managers). While these methods have been successful in a low volume environment, they will not support the immediate and future requirements of the JTF CapMed- the organization tasked with implementing the above BRAC recommendation.

C.2.0 SCOPE

The selected IO&T Contactor must support the continuous and seamless provision of the healthcare service mission to patients in all locations. The selected IO&T Contractor must be able to perform specialized hospital transition and activation services, provisioning/installing materiel, provisioning/installing furniture/furnishings, provisioning/installing medical, non-medical, and IT equipment, and moving reusable equipment, materiel, and other items (e.g., files, patient records, journals, books, special artifacts etc.) as specified by the Government, to include:

- Provisioning of medical and non-medical equipment
- Provisioning of furniture and furnishings
- Equipment standardization as required by the Government across both new and re-used equipment
- Equipment transition and relocation services
- Property management accountability
- Transition of Government records and files
- Formal safety testing, calibration, verification, and certification of all equipment, including reuse
- User and maintenance training
- Receipt, storage, and any required warehousing of new and existing equipment
- Installation of equipment, technical inspection, and managing vendor-installation of equipment
- Coordinate equipment operation and maintenance training consistent with vendor recommendations and/or requirements
- Participation in the final turnover and close-out for these NCR projects as required
- Decontamination, surplus, and disposal services as required

Standardization of medical equipment across the North and South Projects is an important aspect of this acquisition and shall be a requirement of the Contractor. Some equipment to be provisioned by the Contractor will be standardized by the Government; the Government will provide the required information to the Contractor by way of Government Furnished Information (GFI) (per Section C.5 of this document). The Government will identify equipment by Joint Schedule Number (JSN) and the specified make and model; the Contractor shall provision this equipment to ensure standardization of North and South Projects. For the purposes of this effort “standardization” means buying identical manufacturer’s make and model for an identified JSN equipment item for North and South Project requirements to facilitate training, maintainability, interoperability, and use, to the extent possible. In instances where sufficient quantities are not available the Contractor shall ensure that specifications of the requirement are met when selecting the manufacturer to meet the remaining quantities.

C.2.1 Project Requirements

In support of the tasks enumerated below, the Contractor shall furnish extensive technical and administrative expertise to ensure the expeditious accomplishment of these tasks.

- The Contractor shall provide hospital transition and activation services, project management services, and provisioning of medical and non-medical equipment, data processing equipment (IT), and furniture and furnishings, consistent with the Government-provided architectural and engineering requirements of the facilities being supported with this work.
- The Contractor shall document a detailed, realistic Project Management Plan that shall serve as the management guideline for the project for its tasks. This Project Management Plan (Deliverable 1, described in Section C.3.2) shall be built to include the tasks, time frames, and responsibilities for every Contractor activity (including Small Business utilization) required to support the Government in achieving a successful transition.
- The Contractor shall provision and arrange for the installation of the required medical equipment (Attachment 1).
- The Contractor shall provision and schedule for the installation of the required non-medical equipment (Attachment 2).

- The Contractor shall provision and arrange for the installation of the required IT equipment (Attachment 3), in compliance with Defense Information Assurance Certifications and Accreditation Process (DIACAP) requirements.
- The Contractor shall provision the required furniture and furnishings called out in Attachment 4 and install them in accordance with the Comprehensive Interior Design Package that is identified as GFI in Section C.5.0 of this document.
- The Contractor shall implement standardization decisions when provisioning and equipping the North and South Projects.
- The Contractor shall coordinate with the Government to prevent delivery conflicts with construction schedules and Other Contractor Provisioned and Installed Equipment (OCPIE) (Attachment 5).
- The Contractor shall arrange for the removal, packing, relocation, unpacking, and reinstallation of reuse equipment (Attachment 6)
- The Contractor shall provide hospital transition services supporting the relocation of staff office files and equipment, equipping of the clinics, implementing standardization decisions, applying for warranties for all new equipment, and training on all new equipment.
- The Contractor shall apply National Fire Protection Assoc. (NFPA), Occupational Safety and Health Act (OSHA), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Americans with Disabilities Act (ADA), other health and safety codes, and medical standards to fully identify, integrate, and apply requirements to all provided services.
- The Contractor shall provide for the appropriate transitioning of official Government records/files, including patient records and other sensitive protected information. The Contractor shall abide by all applicable Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security requirements regarding health information as defined in this contract.

Information provided in the Attachments is current as of the release of the Request for Proposal (RFP). The Government will provide updated information to the Contractor, as available.

C.2.2 Hospital Transition and Activation Services and Project Management

The Contractor shall provide hospital transition and activation services appropriate to this effort. Contractor activities may include, but are not limited to, controlling project cost and schedule; integration of North and South Projects; ensuring quality of services provided. Additional activities may include:

- Interim and/or final development and facilitation of transition team structure and organization
- Documentation of clinical phasing
- Signage and Way-finding programs to facilitate transition and relocation
- Move sequencing, preparation, and planning
- “Move Day” management
- Patient Safety Planning
- Administration Phasing and Strategy
- Staff Communication Planning
- Patient and Community Outreach Planning
- Accreditation and Certification Coordination
- Strategy for medical support services to support the hospital transition plan

The Contractor shall also manage deliveries of equipment, materials, and services provided under this contract (e.g., Just-In-Time (JIT), warehousing, drop-shipment, etc.); managing risk; developing and adhering to a Work Breakdown Structure (WBS); and scheduling activities.

The Contractor shall use appropriate project management software as necessary for documentation and reporting. The Contractor shall coordinate equipment with the facility design contractor, and coordinate furniture placement with the interior design development services Contractor, for both North and South Projects.

In order to facilitate its technical management of this effort, the Contractor shall manage the delivery of all services provided. The Contractor shall include full-service transition capability in all key areas determined by the Contractor's approach. As examples, the Government anticipates requirements for expertise in the following areas:

- Medical Subject Matter Expert in hospital transition and activation, and clinical planning
- Medical materiel
- Certified Biomedical Technician or military equivalent
- Medical logistics
- Hospital Program Management
- Hospital Facilities Management
- Hospital Support Services
- Hospital Safety and Risk Management
- Education and Training
- Property management and equipment accountability
- Product Provisioning
- Equipment inventory control
- Medical Logistics planning
- Bio-Medical Maintenance planning
- IT provisioning and DoD Information Assurance Certification
- Warehousing/Storage
- Secure handling of warehoused items and Government files and records
- Handling patient records and other sensitive protected information
- Communications planning
- Defense Medical Logistics Standard Support (DMLSS) accounting training and evaluation
- Equipment Installation and Testing
- Transportation and Movement Management

The specific staffing to perform the required transition project management services is entirely at the discretion of the Contractor, and shall be in accordance with the Contractor's approved Project Management Plan. It is anticipated by the Government that there will be a qualified Project Manager (PM) within an established Project Management Office (PMO), to meet performance outcomes. Key personnel, as determined by the Contractor's approach, shall be submitted and listed with the proposal. The Government anticipates that the Contractor would select PMO staff that includes personnel who have met the education requirements and passed appropriate examinations typical certifications could include Certified Materials & Resources Professional (CMRP), Certified Medical Manager (CMM), or other Professional Logistician Certifications relevant to the task of providing hospital transition and activation service support (e.g., CAVS, CHESP, CHFM, or CPHRM) as determined by the Contractor.

In accordance with its approach the Contractor shall have a presence to support four (4) locations on a continuous basis within commuting distance (50 miles) of the following sites:

- JTF CapMed, Bethesda MD
- WRNMMC, North Project, Bethesda MD
- FBCH, South Project, Fort Belvoir, VA
- Walter Reed Army Medical Center (WRAMC) Washington DC

C.2.3 Comprehensive Equipment Services

The Contractor shall provide comprehensive equipment services for medical, non-medical, and IT equipment, and shall coordinate with the Project Managers (North and South), clinic personnel, Original Equipment Manufacturer (OEM), builder(s), and architect(s), as needed, to ensure that all access, space, power, and cooling requirements are met. In accordance with its approach, the Contractor shall:

- Provide acquisition timelines
- Confirm with the Government that the as-designed equipment plans are consistent with the current requirements prior to provisioning
- Provide market research
- Expedite planning for items and incorporation of lead times into the transition schedule
- Standardize across new and reused equipment
- Provide biomedical equipment maintenance sustainment strategy
- Provide cut sheets and associated documentation
- Use an online equipment database capable of managing the status of the entire Initial Outfitting (IO) of furniture, furnishings, and equipment requirements
- Update the database in real time as status changes; notifying the Government Contracting Officer's Representative (COR) and end user if there are any issues with the manufacturer of a particular product; and offer alternatives to meet delivery and installation requirements
- Coordinate equipment training for clinical staff and equipment maintenance personnel as required
- Negotiate full manufacturer's warranty for each new piece of equipment such that the benefit of the full warranty is available to the Government for at least one year from the date of start of delivery of healthcare
- Provide capital equipment inventory to include the collection of data (asset tag number, Radio-frequency identification (RFID) number, item description, location, manufacturer, condition, age and serial number) from all equipment with a purchase value of over \$500 as well as the retention and turnover to the Government of all hard-copy purchase receipts
- Place all items in electronic format (Portable Document Format (PDF)) on an Internet-based document management site (cut sheets and invoice documents). At the end of the project, all documents shall be provided on a Compact Disk (CD) for turnover to the Government to serve as final documentation for the Government in the event of an audit.

The Contractor shall track the progress of all items. The Contractor shall not be responsible for provisioning the items in Attachment 5 (OCPIE). The Contractor shall coordinate with the Government to prevent delivery conflicts with construction schedules and OCPIE, to include scheduling, movement, and delivery, as necessary.

The Contractor shall obtain, receive, store (as necessary), and install equipment consistent with OEM requirements, facility design documents, and interior design packages provided by the Government. The Contractor shall document its approach to standardization in a Standardization Plan (Deliverable 2).

C.2.3.1 Equipment Provisioning and Associated Services

The Contractor shall provide comprehensive equipment provisioning services for all identified equipment and/or Information Management/ Information Technology (IM/IT) equipment and systems. The equipment provisioned shall meet the requirements listed above (see Section C.2.3 Comprehensive Equipment Services).

Government sources of supply will be made available to the Contractor in accordance with Federal Acquisition Regulation (FAR) 51.1, Contractor Use of Government Supply Sources. The Contractor shall NOT use Government sources of supply to procure services in support of this contract.

Equipment provisioning services shall include:

- Providing real-time or near real-time information enabling the Government Contracting Officer (KO), Government COR, and/or Government Contracting Officer's Technical Representative (COTR) to see the status of any item over a threshold of \$3,000 in the Contractor's system. This requirement may be met by providing read-only access by the KO, COR, and/or the COTR(s) to a subset of the tools that the Contractor's staff intends to use.
- Implementation of the competitive process to obtain equipment
- Ongoing reconciliation of the equipment budget and schedule with Government officials

- Coordination with the Government through the COR for all aspects of phasing of the projects for completeness
- Coordinate with the Government on technology upgrades for medical equipment to ensure currency of technology when provisioned.
- Attendance at transition planning meetings and scheduled Executive Interim Program Reviews (IPRs) in order to appropriately monitor project and ensure occupancy activities; meeting frequency is anticipated to be every two weeks in Bethesda, MD
- Set up day-to-day meetings at the work locations (construction, etc.)
- Development of system description documents for user education and use
- Preparation of transition manuals
- Construction delivery schedule monitoring to ensure Just in Time (JIT) delivery of equipment
- Appropriate security of all equipment and materials under the Contractor's control until turned over to the Government
- Installation of equipment in accordance with OEM procedures

C.2.3.2 Equipment Transition and Relocation Services

The Contractor shall provide comprehensive equipment transition and relocation services for all equipment and systems identified for reuse and/or relocation and document how it will accomplish its part of these services in an Equipment Reuse Plan (Deliverable 3, described in Section C.3.4). The Contractor shall coordinate these services with the designated Government Property Book Officers through the COR prior to any equipment moves to ensure that property accountability is maintained.

The Government will ensure that sites from which reuse equipment is removed are free of hazardous materials.

The Government will perform surface decontamination/disinfection on all equipment to be moved; however, the Contractor shall provide additional decontamination/disinfection as the equipment is readied for relocation, to include surfaces that become exposed/accessible.

The Contractor shall ensure that pests and vermin are not transported with reuse/relocated items, consistent with industry best practices. Furthermore, if any items are warehoused by the Contractor, the Contractor shall ensure that these items are free of pests and vermin, consistent with industry best practices.

The Government will identify the equipment to be relocated, to include all associated components of the parent equipment (Attachment 6). The equipment shall be moved in accordance with commercial best practices. The Contractor shall observe all requirements from the OEM, or owner (moving, training, or calibration) for proprietary equipment identified in Attachment 6. Equipment relocation services shall include, but not be limited to, the following:

- Detailed initial outfitting and move procedures
- Security of all equipment and materials until turned over to the Government
- Obtaining/collecting/locating from the Government all available manuals and warranty information for equipment to be reused/relocated
- Document the operational condition of equipment to be moved
- Disconnecting equipment and preparing for packing
- Equipment packing
- Moving equipment and any needed storage, and, when necessary, ensure that moving and storage are in accordance with OEM requirements
- Equipment unpacking
- Installing reuse equipment and ensuring proper operation and, when necessary, ensure installation is in accordance with OEM requirements
- Removal of all dunnage and packing materials (with Contractor dumpsters) and maintain the facility in a state of general cleanliness

The Contractor shall ensure transportation of the re-used equipment does not void the existing warranty. Re-used equipment must be kept in service under the current warranties until the warranties can be amended by the Government to take effect at the new location. Additionally, the Contractor shall update the warranty information to identify the new location of the re-used equipment.

C.2.3.2.1 Government Documents, Office Files, Official Records, and Non-Medical Equipment

The Contractor shall provide comprehensive equipment transition and relocation services for all Government documents, office files, official records, and office equipment consistent with the non-medical equipment list (Attachment 2) and information provided in the Migration Plan (see GFI, Section C.5 of this document). The Contractor shall move paper records, including patient records, journals, books, documents, as well as Government artwork, office equipment, and other typical office contents. Office equipment, which may include printers, copiers, fax machines, etc., shall be moved in accordance with best commercial practices.

C.2.3.2.2 Shipment, Receipt and Installation

Relocation of all equipment shall include ensuring appropriate packaging and packing, providing for necessary insurance, and ensuring ability to track shipments. The Contractor shall receive, unpack, and dispose of packing materials; and configure, set up, and demonstrate proper system functioning to comply with planned and approved configurations.

The Contractor shall ensure that proper care is taken in equipment installation and in the placement of all furnishings in order to retain the condition of the floors and walls in the new, renovated, and existing facilities. The Government will hold the Contractor financially liable for any damage to the facilities or equipment that may result from carelessness or insufficient attention to relevant best practices.

C.2.3.2.3 Maintenance Support

The Contractor shall coordinate turning over maintenance management and operations to Government personnel or other Contractors at the new locations. This shall include the transfer of hardware warranties and software licenses and all System/Equipment documentation required to install, operate, maintain, and administer systems and equipment.

C.2.4 Transition of Government Records and Files

The Contractor shall ensure the secure transition of Government records and files, to include Personally Identifiable Information (PII) and Protected Health Information (PHI). The handling of these records shall be in accordance with Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security requirements regarding health information as defined in this contract, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements shall be addressed when implemented.

C.2.5 Formal Testing and Calibration

The Contractor shall coordinate with the COR to identify participants in test activities for all equipment in the clinics and medical treatment facilities as well as the roles and responsibilities of each participant. The Contractor shall identify in a Test and Calibration Plan (Deliverable 4, described in Section C.3.4) the specific calibration and test procedures consistent with vendor/manufacturer recommendations. The Contractor shall coordinate with the COR to schedule test activities. In no event shall the Contractor commit Government resources to a test event or test schedule prior to Government approval.

C.2.6 Training

The training provided shall be in accordance with the approved Training Plan (Deliverable 5, described in Section C.3.5) and shall be sufficient to ensure patient and worker safety, to preserve all warranties, and to optimize the life of the equipment. Prior to final system installation and the acceptance phase of any project, the Contractor may be required to assist the gaining unit in the coordination of the proper training and any needed certification of personnel assigned the responsibility of operating and maintaining the equipment. Training shall consist of equipment operation and maintenance, proper in-service training, or credentialing of equipment operators as appropriate to equipment and regulated use. The Contractor shall be prepared to assist in coordinating the provision of all training materials, student and instructor schedules and recording devices as required. Procedures for completion of the installation and testing services shall be in compliance with Joint Commission, NFPA, OSHA, ASHRAE, ADA and other DoD medical standards. The Contractor shall be required to coordinate with other contractors providing equipment to minimize potential schedule conflicts for training.

The Contractor shall work with the Government clinical, physician, and support service staff to develop the scenarios for, and facilitate “a day in the life exercise” for each operational group to orient them to the new facility, and make ready for the first day of operations.

C.2.6.1 Training Materials

Following Government approval of the Training Plan, the Contractor shall ensure that each vendor/equipment manufacturer provides the standard training materials, such as course objectives, student guides, course materials, training manuals, consumable supplies to facilitate training, distance learning tools and computer-based tools, as appropriate. All training materials shall be provided in reproducible format.

C.2.6.2 Training Presentation

The Contractor shall schedule and oversee the vendor/equipment manufacturer conduct of Government-approved training programs. Training may include train-the-trainer or training students. Following completion of the training, the Contractor shall document lessons learned in the next Monthly Progress Report (Deliverable 9, described in Section C.3.10) and modify the Training Plan and resources as appropriate for continued use by Government personnel providing additional training to required end-users. The Contractor shall provide all management, materials, tools, supervision, labor, and equipment to support the installation and testing of all equipment and/or systems prior to installation and/or after the equipment is installed, as appropriate. The Contractor shall certify that all equipment and system testing and installation are in accordance with the equipment manufacturer's recommendations.

C.2.7 Final Turnover and Close Out

The Contractor shall provide all management, materials, tools, supervision, labor, and equipment to facilitate the turnover of applicable documents, and close out the project.

For the new facilities (WRNMMC and FBCH), the Contractor shall input all provisioned and moved equipment information into the Government logistics automated information system (DMLSS), with oversight by the Government. Additionally, limited transition services from the Contractor shall be required during Post-Occupancy Evaluation (POE). The Contractor shall be required to participate in, and provide consultation to, the POE.

Upon completion of all contracted activities at each site, the Contractor shall provide formal notice of completion to the Government KO and COR.

The Contractor shall ensure all Government specific forms and documentation are completed and close out the project in accordance with Government requirements.

C.3.0 DELIVERABLES

C.3.1 Documentation Guidelines

Reports and documents delivered by the Contractor in performance of this contract shall be considered “Technical Data” as defined in the applicable “Rights in Data” clause of the General Provisions. All documentation shall reflect the latest version number, unless specifically directed otherwise by the Government. All documentation shall be prepared in accordance with standard industry practices, ensuring electronically produced documents, which reflect logical flow of material, tables of contents, indexes and page numbering. Where applicable, the Contractor’s attention is called to the availability of commercial, industry, federal, and military guides, instructions, and standards for many of the topics addressed in this contract.

The Contractor shall submit all deliverables for Government review and approval. Any revisions or modifications shall require subsequent Government review and approval.

C.3.2 Project Management Plan (Deliverable 1)

The Contractor shall submit a draft Project Management Plan with its Proposal for Government approval consistent with the terms specified in the contract. Following Government approval of this draft plan, the Contractor shall finalize this plan. The finalized plan shall be applied by the Contractor to manage, track, and evaluate the project or task performance. The Contractor shall provide a detailed description of their approach to manage hospital transition and activation services. The Project Management Plan shall consist of control policies and procedures in accordance with standard industry practices for project administration, execution, and tracking. In this plan, the Contractor shall describe its overall management approach, policies, and procedures, including suggested project metrics, as well as provide an overview of the following areas:

- The Contractor’s approach to ensuring the orderly movement of medical and non-medical equipment (detailed steps and procedures to be provided in the Contractor’s Movement Plan—Deliverable 1-A—Appendix A to the Project Management Plan)
- The Contractor’s approach to transitioning all maintenance and operations of equipment to the Government. This shall include ensuring that all equipment warranties are maintained (detailed steps and procedures to be provided in the Contractor’s Warranty Management Plan—Deliverable 1-B—Appendix B to the Project Management Plan).
- The Contractor’s approach to staffing and Key Personnel assignment (organized by project phase; transition services, activation, and turnover in the Contractor’s Staffing Plan—Deliverable 1-C—Appendix C to the Project Management Plan)
- The Contractor’s approach to subcontract management (with specific goals for use of subcontractors, by role, in the efforts to be performed under this contract provided in the Contractor’s Subcontract Management Plan—Deliverable 1-D—Appendix D to the Project Management Plan)
- The Contractor’s approach to risk management (with schedule, cost and technical/management risks and detailing the Contractor’s approach to addressing each of these clearly identified in a detailed Risk Management Plan—Deliverable 1-E—Appendix E to the Project Management Plan)

C.3.3 Standardization Plan (Deliverable 2)

The Contractor shall develop a Standardization Plan (Deliverable 2) documenting methodology to be used across the NCR that ensures the standardization and interoperability of medical equipment systems where appropriate.

C.3.4 Equipment Reuse Plan (Deliverable 3)

The Contractor shall develop an Equipment Reuse Plan (Deliverable 3) including phasing the de-installation, packing, delivery, and installation of all “re-used” medical and other equipment in coordination with new items as appropriate.

C.3.5 Test and Calibration Plan (Deliverable 4)

The Contractor shall develop a Test and Calibration Plan (Deliverable 4). In this plan, the Contractor shall ensure that all the Contractor’s activities detailed under Section C.2.5 above are addressed. For each discrete event, the Contractor shall ensure that specific procedures are in place in accordance with manufacturer recommendations for all test participant categories. This plan shall identify who is responsible for executing the event, exactly what actions/processes are involved, how the event will be documented, and the required outcome.

C.3.6 Training Plan (Deliverable 5)

The Contractor shall plan for and coordinate formal training with each vendor/equipment manufacturer for new and reused equipment that is installed under this contract and detail its approach in a Training Plan (Deliverable 5). The Contractor shall ensure that a training schedule is developed which allows for each vendor/equipment manufacturer to train designated user and maintenance staff. The training plan shall ensure the coordination of the proper training and credentialing of personnel assigned the responsibility of operating and maintaining the equipment in the gaining units. Following Government approval of this plan, the Contractor shall develop a training program to specify training approaches, methods, schedules, tools, and curricula, and track the performance of all training related to the equipment moved or provisioned by the Contractor.

C.3.7 Tracking Tool User Manual (Deliverable 6)

The Contractor shall develop a Tracking Tool User Manual (Deliverable 6) that describes its existing inventory tracking system that has been tailored to meet the requirements of this contract. In this manual, the Contractor shall document for Government users all system capabilities and how to best access and display information such as item order date, quantity ordered, price (both list and final negotiated price), scheduled delivery date, and installation date. The procedures described shall allow Government representatives limited access to the data for review and verification.

C.3.8 Quality Control Plan (Deliverable 7)

The Contractor shall prepare and adhere to a Quality Control Plan (QCP) (Deliverable 7). The Government will approve the Contractor’s plan, and the QCP shall be updated as necessary following award. The QCP shall document how the Contractor shall meet and comply with established quality standards. At a minimum, the QCP must include a Quality Assurance (QA) inspection plan, a QA staffing plan, and an outline of the procedures that the Contractor shall use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

C.3.9 Integrated Master Schedule (IMS) (Deliverable 8)

The Contractor shall establish an integrated project schedule depicting for this task: milestones, dependencies, planned duration, planned start and finish dates, and associated resources. The schedule shall contain the planned events and milestones, accomplishments, exit criteria, and activities from contract award to the completion of the contract. The Contractor shall quantify risk in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS milestone. The Contractor shall integrate its schedules with the Government-provided schedules of other Contractors, as appropriate. The integrated project schedule shall be compatible and coordinated with the JTF CapMed IMS and IM/IT Integrated Project Planning, Scheduling, and Reporting System (IPPSRS). Activities on the critical path shall be highlighted.

C.3.10 Monthly Progress Report (Deliverable 9)

The Contractor shall prepare and deliver monthly progress reports for the Government.

For equipment, the Monthly Progress Report (Deliverable 9) shall outline problems encountered and any schedule deviations. Similarly, for all deliverables, the Monthly Progress Report shall outline problems encountered and any schedule deviations. In particular, the Contractor shall identify events and actions that require substantial updates to any and all plans (Deliverables 1, 1-A, 1-B, 1-C, 1-D, 1-E, 2, 3, 4, 5, 6, 7, 8, 9,10, and 11) and shall submit an update of that plan together with the Monthly Progress Report.

The Monthly Progress Report shall measure the Contractor's price and schedule performance using the Government-approved WBS, and include a report on the critical path for the project and the current price and level of effort (e.g., equipment ordered).

For all services, the Monthly Progress Report shall measure the Contractor's cost and schedule performance, and shall include the current cost and level of effort (e.g., hours worked).

C.3.11 Subcontract Expenditures Report (Deliverable 10)

The Contractor shall prepare and deliver a Subcontract Expenditures Report (Deliverable 10) that discloses actual subcontract expenditures by company name and business or socioeconomic category (e.g., Woman Owned Business, Veteran Owned Business, Indian Incentive Program, Historically Black Colleges and Universities, Minority Institutions, etc.).

C.3.12 Tracking Tool Report (Deliverable 11)

The Contractor shall provide a Tracking Tool Report (Deliverable 11) to the Government monthly. The Contractor shall establish, maintain, and use in the performance of this contract, an integrated performance management system. To establish the integrated performance management system, the Tracking Tool shall be linked to and supported by the Contractor's management processes and systems to include the integrated master schedule, contract work breakdown structure, change management, material management, procurement, cost estimating, and accounting. The correlation and integration of these systems and processes shall provide for early indication of cost and schedule problems, and their relation to technical achievement.

The Contractor shall engage jointly with the Government's program manager in Integrated Baseline Reviews (IBRs) to evaluate the risks inherent in the contract's planned performance measurement baseline. Initially, this shall occur as soon as feasible but not later than six months after contract award, and subsequently, following all major changes to the baseline. Each IBR should verify that the Contractor is using a reliable performance measurement baseline, which includes the entire contract scope of work, is consistent with contract schedule requirements, and has adequate resources assigned. Each IBR should also record any indications that effective cost and schedule performance is not occurring. IBRs should also be conducted on subcontracts. The Prime Contractor shall lead the subcontractor IBRs, with active participation by the Government.

The Contractor shall require all subcontractors to furnish cost and schedule performance reporting, when appropriate, based on the dollar value. Each subcontractor's reported cost and schedule information shall be incorporated.

C.3.13 Schedule of Deliverables

The schedule of deliverables that the Contractor shall adhere to throughout the Period of Performance (POP) of this contract is shown in the table below.

Item	Ref	Title	Govt Approval and Acceptance Period	Dist	E	H	Initial	Subsequent
Deliverable 1	C.3.2	Project Management Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	14 DACA* (Final) Every 6 MACA* (Updates)
Deliverable 1-A	C.3.2	Movement Plan	Y/10 Working Days, Final approval 5 days prior to execution	PM COR COTR KO	1 1 2 Letter	0 0 0 1	30 DACA	90 DACA (Final) Every 6 MACA (Updates)
Deliverable 1-B	C.3.2	Warranty Management Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	45 DACA (Final) Every 6 MACA (Updates)
Deliverable 1-C	C.3.2	Staffing Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal and follow-up 30 DACA	120 DACA (Final) As Required (Updates)
Deliverable 1-D	C.3.2	Subcontract Management Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	75 DACA (Final) As Required (Updates)
Deliverable 1-E	C.3.2	Risk Management Plan	Y/10 Working Days	PM COR	1 1	0 0	With Proposal	90 DACA (Final) As Required

Item	Ref	Title	Govt Approval and Acceptance Period	Dist	E	H	Initial	Subsequent
				COTR KO	2 Letter	0 1		(Updates)
Deliverable 2	C.3.3	Standardization Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	45 DACA	120 DACA (Final) As Required (Updates)
Deliverable 3	C.3.4	Equipment Reuse Plan	Y/10 Working Days, Final approval 5 days prior to execution	PM COR COTR KO	1 1 2 Letter	0 0 0 1	30 DACA	90 DACA (Final) Every 6 MACA (Updates)
Deliverable 4	C.3.5	Test and Calibration Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	90 DACA	120 DACA (Final)
Deliverable 5	C.3.6	Training Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	30 DACA	120 DACA (Final) Every 6 MACA (Updates)
Deliverable 6	C.3.7	Tracking Tool User Manual	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal	14 DACA (Final) Every 6 MACA (Updates)
Deliverable 7	C.3.8	Quality Control Plan	Y/10 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	With Proposal and follow-up 30 DACA	90 DACA (Final) Every 6 MACA (Updates)
Deliverable 8	C.3.9	Integrated Master Schedule (IMS)	Y/10 Working Days	PM COR COTR	1 1 2	0 0 0	30 DACA	Every 6 MACA (Updates)

Item	Ref	Title	Govt Approval and Acceptance Period	Dist	E	H	Initial	Subsequent
				KO	Letter	1		
Deliverable 9	C.3.10	Monthly Progress Report	Y/5 Working Days	PM COR COTR KO	1 1 2 Letter	0 0 0 1	14 DACA	Monthly by the 8 th day of the following month of the Contractor's fiscal calendar (Updates)
Deliverable 10	C.3.11	Subcontract Expenditures Report	Y/5 Working Days	PM COR COTR KO	1 1 2 1 plus Letter	0 0 0 1	14 DACA	Monthly by the 8 th day of the following month of the Contractor's fiscal calendar (Updates)
Deliverable 11	C.3.12	Tracking Tool Report	Y/5 Working Days	PM COR COTR KO	1 1 2 1 plus Letter	0 0 0 1	14 DACA	Monthly by the 8 th day of the following month of the Contractor's fiscal calendar (Updates)
Deliverable 12	H.9	Data Use Agreement Plan	Y/5 Working Days	COR AM	1 1	1 1	As required	Update as Required
*DACA Days After Contract Award *MACA Months After Contract Award								

C.4.0 OTHER TERMS, CONDITIONS, AND PROVISIONS

C.4.1 Contractor Personnel Performance/Replacement

For temporary and/or permanent replacement of Key Personnel (Project Manager and other positions designated by the Contractor as key), the Contractor shall provide a resume for each individual to the COR. Resumes shall be provided at least two weeks (or as mutually agreed upon) prior to making any personnel changes. Any replacement personnel shall have equal or better qualifications as the individual being replaced; the Government reserves the right to reject unqualified personnel. Also, Contractor personnel must submit necessary information to be granted access to Government systems prior to reporting for work under this contract.

C.4.2 Other Direct Costs (ODC)

Other Direct Costs are materials or services in direct support within the scope of fulfilling the requirement and are not the primary purpose of the contract. For this acquisition, ODCs will include any fixed-price subcontract. Other Direct Costs, other than travel, may include General and Administrative charges (G&A) or Material and Handling charges (M&H). Fee or profit is unallowable on any ODC.

Other Direct Costs shall be fully supported in compliance with all competition requirements of the FAR, specifically Part 31, "Contract Cost Principles and Procedures." The ODC charges received by the Contractor are subject to periodic Government conducted Defense Contract Audit Agency (DCAA) audits and to adjustment of the Final Contract Closeout Audit conducted by DCAA.

C.4.3 Access to Government Data Processing Equipment

It is expected that the Contractor shall have some level of interface (including, but not limited to data entry, validation and report querying) required with the DMLSS. This includes but is not limited to the facility management and equipment modules. Therefore, the Contractor shall provide, as required, personnel able to perform these tasks, including the ability to successfully pass any required background checks and possessing proof of United States citizenship.

C.4.4 Contractor Verification System (CVS) for Contractor at Government Facilities

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

The Contractor shall comply with agency personal identity verification procedures in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

The Contractor shall ensure compliance with the provisions set forth below. For purposes of FAR Clause 52.204-9, the Government will designate a Trusted Agent (TA), and the Contractor shall designate a Facility Security Officer (FSO), for this contract. The Government reserves the right to amend or supplement these provisions pursuant to the Changes clause in the contract.

C.4.5 Quality Assurance

The Government will review Monthly Progress Reports and will attend regular task performance review meetings with the Contractor to survey quality of products and services.

C.4.5.1 Quality Assurance Surveillance Plan (QASP)

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP shall be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary.

C.4.5.2 Performance Requirements Summary Matrix

By monitoring the Contractor, the COR will determine whether the performance levels set forth in the order have been attained. Performance standards are specified in the following Performance Requirements Summary Matrix in the Standard and Acceptable Quality Level columns.

C.4.5.3 Performance Evaluation Process

The Contractor Performance Assessment Reporting System (CPARS) has been adopted by JTF CapMed to electronically capture assessment data and manage the evaluation process. CPARS is used to assess a Contractor's performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of Contractor performance. Both Government and Contractor program management perspectives are captured on the CPARS form and together make a complete CPARS. Once the Assessing Official completes the proposed assessment for the period of performance, the CPARS is released to the appropriate Government Contractor Representative for review and comment. User ID and Password will be provided to the designated Government Contractor Representative upon contract award. The Contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative must either concur or non-concur to each CPARS. If the Contractor concurs with the proposed assessment and the Reviewing Official does not wish to see the CPARS, the Assessing Official may close out the CPARS. Otherwise, the Contractor must forward the CPARS to the Reviewing Official for them to review, enter comments if appropriate, and close out. At the Reviewing Official's option direct the Assessing Official to forward every CPARS for review.

Task	Indicator	Standard	Acceptable Quality Level	Surveillance Method	Incentive
Hospital Transition and Activation Services and Project Management	Paragraph C.2.2 Contractor provides hospital transition services.	Qualified personnel are available and in location as needed to properly perform tasks as specified.	Contractor-provided staffing is qualified in sufficient quantities in all areas specified to ensure the quality delivery of all services specified in this task.	Feedback from Oversight Board, Direct Observation and 100% Inspection by COR	Favorable Past Performance Rating
Small Business Participation	Paragraph C.2.1 Utilization of Small Business	Small Business is utilized consistent with the Government-approved Small Business Subcontracting Plan	Small Business is utilized consistent with the Government-approved Small Business Subcontracting Plan	Review of quarterly small business utilization reports	Favorable Past Performance Rating

Comprehensive Equipment Services	Paragraph C.2.3 Comprehensive equipment services for both medical and non-medical equipment and systems.	Planning efforts are sufficient, timely, and accurate to support standardization and proper execution of all comprehensive equipment service tasks.	All Plans delivered reflect required lead-times and resource requirements to support standardization and comprehensive equipment services. All Plans contribute to meeting the specified start of healthcare delivery	100% inspection and assessment of all Planning deliverables by the COR Feedback from Government users of the various Plans delivered	Favorable Past Performance Rating
Equipment Provisioning and Associated Services	Paragraph C.2.3.1 Comprehensive equipment provisioning services for all identified equipment.	Provisioned equipment meets delivery schedule and operates as intended.	All provisioned equipment is correct, delivered on time, right quantity, undamaged, and operates as intended	Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating
Equipment Transition and Relocation Services	Paragraph C.2.3.2 Comprehensive equipment transition and relocation services for all equipment and systems identified for reuse and/or relocation Equipment Reuse Plan (Deliverable 2).	Equipment transition and relocation activities are properly coordinated and accomplished to maintain property accountability.	All relocated equipment is properly moved without loss of accountability.	Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating
Government Documents, Office Files, Official Records, and Non-Medical Equipment	Paragraph C.2.3.2.1 Secure transition of Government records and files, to include Personally Identifiable Information (PII) and Protected Health Information (PHI).	In accordance with HIPAA Privacy and Security requirements regarding health information as defined in this contract, and in DoD 6025.18-R and DoD 8580.02-R,	Secure transition of all Government records and files without loss or compromise for PII data.	Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating

Formal Testing and Calibration	Paragraph C.2.5 Identify participants in test activities for all equipment in the clinics and medical treatment facilities. Coordinate with the COR to schedule test activities.	Coordination of Formal Testing and Calibration activities, documenting results consistent with OEM recommendations and Government requirements.	All required testing and calibration is completed, and documented consist with OEM recommendations and Government requirements on schedule.	Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating
Training	Paragraph C.2.6 Provide training in accordance with the approved Training Plan.	Training sufficient to ensure proper use, patient and worker safety, preserve all warranties, and optimize the life of the equipment.	All designated staff trained according to approved Training Plan. No staff or patient safety issues caused by improper training. Warranties not compromised.	End User Feedback, Monthly Reports and 100% Inspection by the COR	Favorable Past Performance Rating
Final Turnover and Close Out	Paragraph C.2.7 Turnover of applicable documents, and close out the project.	Applicable project documents for the project are turned over to the Government to facilitate proper contract close out. All equipment information appropriately input into the Government Property Book (DMLSS). Consultation provided for the POE.	All management documentation and equipment is provided to the Government to complete the turnover and close out of the project. All equipment appropriately entered into the Government Property Book (DMLSS).	Monthly Reports and 100% Inspection by the COR Inspection of DMLSS Feedback from Property Book Officers.	Favorable Past Performance Rating

C.5.0 GOVERNMENT FURNISHED INFORMATION (GFI) Government Furnished Information will be made available by DVD on request by submitting the signed Non Disclosure/Non-Use Agreement, Government Furnished Information (Attachment 15), by email to Dean Engle, dean.Engle@amedd.army.mil.

- Architectural and engineering design drawings – North Project
- Construction Master Schedule – North Project
- Architectural and engineering design drawings – South Project
- Construction Master Schedule – South Project
- Transition Cells, Project Team, and Organizational Charts
- Joint Task Force Organizational Charts
- Work Planning Estimates – information on North and South Projects’ square footage, staffing movement, and volume (net square footage) of files to be relocated

The following documents will be made available upon award

- Migration Plans
- Comprehensive Interior Design Package – North Project
- Comprehensive Interior Design Package – South Project
- Concept of Operations
- Program Integrated Master Schedule
- Equipment Descriptions
- Equipment List (Updated Versions of Attachments 1, 2, 3, and 4 based on 100% design)

C.6.0 APPLICABLE REGULATIONS AND MANUALS (Current Editions)

- American with Disabilities Act and Architectural Barriers Act Accessibility Guidelines
- ADA Standards for Accessible Design, Department of Justice, 28CFR Part 36
- ANSI C2 - 2007 - National Electrical Safety Code
- ANSI/IESNA RP-29-06 – Lighting for Hospital and Health Care Facilities
- ANSI/TIA/EIA 606 - Admin Standard for Telecomm Infrastructure of Commercial Buildings
- AR 420-1 Chapter 25, Section 2 Army Energy Program, Fire and Emergency Services
- Army and Navy Installation Information Infrastructure Architecture (I3A)
- Army and Navy Networkiness Checklist
- Illuminating Engineering Society of North America (IESNA) Lighting Handbook
- MIL-HDBK-411B - Power and the Environment for Sensitive DOD Electronic Equipment
- MIL-HDBK-419/1A - Grounding, Bonding and Shielding for Electronic Equipment and Facilities, Volume 1 of 2, Theory
- MIL-HDBK-419/2A - Grounding, Bonding and Shielding for Electronic Equipment and Facilities, Volume 2 of 2, Applications
- MIL-HDBK-411B – Power and the Environment for Sensitive DOD Electronic Equipment
- NFPA 1 Fire Protection Code
- NFPA 10 Standard for Portable Fire Extinguishers
- NFPA 30 Flammable and Combustible Liquid Code
- NFPA 70 - National Electrical Code
- NFPA 72 - National Fire Alarm Code
- NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 99 - Standard for Health Care Facilities
- NFPA 101 - Life Safety Code
- The Joint Commission Accreditation Comprehensive Accreditation Manuals
- UFC 4-510-01 - Design: Medical Military Facilities

- UFC 4-021-01 - Design and O&M: Mass Notification Systems
- MIL-STD-1691 CONSTRUCTION AND MATERIAL SCHEDULE FOR MILITARY MEDICAL AND DENTAL FACILITIES <http://www.wbdg.org/ccb/M1691/1691.pdf>

C.7.0 ATTACHMENTS (SEE SECTION J)

ATTACHMENT 1

Medical Equipment to be Provisioned and Installed by the Contractor

ATTACHMENT 2

Non-Medical Equipment to be Provisioned and Installed by the Contractor

ATTACHMENT 3

Data Processing Equipment (IT) to be Provisioned and Installed by the Contractor

ATTACHMENT 4

Furniture and Furnishings to be Provisioned and Installed by the Contractor

ATTACHMENT 5

Other Contractor Provisioned and Installed Equipment (OCPIE)

ATTACHMENT 6

Reuse Equipment to be Uninstalled, Moved/Relocated, and Reinstalled by the Contractor

List of Acronyms

ADA	Americans with Disabilities Act
ANSI/EIA	American National Standards Institute/Electronic Industries Alliance –
AR	Army Regulation
ASHRAE	American Society of Heating, Refrigeration, Air Conditioning Engineers
CAVS	Certified Administrator of Volunteer Services
CD	Compact Disk
CHESP	Certified Healthcare Environmental Services Professional
CHFM	Certified Healthcare Facility Manager
CLIN	Contract Line Item Number
CMM	Certified Medical Manager
CMRP	Certified Materials & Resources Professional
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPHRM	Certified Professional in Healthcare Risk Management
CVS	Contractor Verification System
DACA	Days After Contract Award
DCAA	Defense Contract Audit Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DIACAP	Defense Information Assurance Certifications and Accreditation Process
DMLSS	Defense Medical Logistics Standard Support
DoD	Department of Defense
FAR	Federal Acquisition Regulation
FBCH	Fort Belvoir Community Hospital
FIPS PUB	Federal Information Processing Standards Publication
FSO	Facility Security Officer
G&A	General and Administrative
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GME	Graduate Medical Education
HBCUs	Historically Black Colleges and Universities
HIPAA	Health Insurance Portability and Accountability Act
HSPD	Homeland Security Presidential Directive
I3A	Installation Information Infrastructure Architecture
IBRs	Integrated Baseline Reviews
IESNA	Illuminating Engineering Society of North America
IIP	Indian Incentive Program
IM/IT	Information Management/ Information Technology
IMS	Integrated Master Schedule
IO	Initial Outfitting
IO&T	Initial Outfitting and Transition
IPPSRS	Integrated Project Planning, Scheduling, and Reporting System
IPR	Interim Program Review
IT	Information Technology
JIT	Just in Time
JSN	Joint Schedule Number
JTF CapMed	Joint Task Force NCR - Medical
KO	Contracting Officer
M&H	Material and Handling
MACA	Months After Contract Award
MIS	Minority Institutions
NCR	National Capital Region

NFPA	National Fire Protection Association
O&M	Operations and Maintenance
OCPIE	Other Contractor Provisioned and Installed Equipment
ODC	Other Direct Costs
OEM	Original Equipment Manufacturer
OMB	Office of Management and Budget
OSHA	Occupational Safety and Health Act
PDF	Portable Document Format
PHI	Protected Health Information
PII	Personally Identifiable Information
PM	Project Manager
PMO	Project Management Office
POE	Post-Occupancy Evaluation
POP	Period of Performance
PWS	Performance Work Statement
QCP	Quality Control Plan
RFID	Radio-frequency identification
RFP	Request for Proposal
TA	Trusted Agent
TIA	Telecommunications Industry Association
UFC	Unified Facilities Criteria
USAMRAA	U.S. Army Medical Research Acquisition Activity
VOB	Veteran Owned Business
WBS	Work Breakdown Structure
WOB	Woman Owned Business
WRNMMC	Walter Reed National Military Medical Center

Section D - Packaging and Marking

PACKAGING AND MARKING**D.1 INITIAL PACKING, MARKING, AND STORAGE OF EQUIPMENT**

All initial packing, marking, and storage incidental to provisioning of equipment to be provided under this contract shall be the responsibility of the contractor. Supervision of packing and unpacking of provisioned equipment shall be furnished by the contractor.

D.2 MARKINGS OF WARRANTED ITEMS

Pursuant to the requirements of FAR 46.706(b)(5), the contractor shall furnish notice with the provisioned items of the existence of the warranty for each. The notice shall include:

- A statement that a warranty exists,
- The substance of the warranty,
- Its duration,
- Who to notify if the equipment is found to be defective.

D.3 UNPACKING AND PLACEMENT OF EQUIPMENT

The Contractor shall furnish such labor and materials as is necessary for packing, unpacking, installation and testing of equipment.

D.4 INFORMATION SUBMITTED TO THE COR OR COTR

All information submitted to the Contracting Officer's Representative (COR) or the Contracting Officer's Technical Representative (COTR) shall clearly indicate the contract number for which the information is being submitted.

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	N/A	Government
0002	Destination	Government	N/A	Government
0003	Destination	Government	N/A	Government
0004	Destination	Government	N/A	Government
000401	Destination	Government	N/A	Government
0005	Destination	Government	N/A	Government
0006	Destination	Government	N/A	Government
0007	Destination	Government	N/A	Government
0008	Destination	Government	N/A	Government
0009	Destination	Government	N/A	Government
0010	Destination	Government	N/A	Government
0011	Destination	Government	N/A	Government
0012	Destination	Government	N/A	Government
0013	Destination	Government	N/A	Government
0014	Destination	Government	N/A	Government
1001	Destination	Government	N/A	Government
1002	Destination	Government	N/A	Government
1003	Destination	Government	N/A	Government
1004	Destination	Government	N/A	Government
1005	Destination	Government	N/A	Government
1006	Destination	Government	N/A	Government
1007	Destination	Government	N/A	Government
1008	Destination	Government	N/A	Government
1009	Destination	Government	N/A	Government
1010	Destination	Government	N/A	Government
1011	Destination	Government	N/A	Government
1012	Destination	Government	N/A	Government
1013	Destination	Government	N/A	Government
1014	Destination	Government	N/A	Government
2001	Destination	Government	N/A	Government
2002	Destination	Government	N/A	Government
2013	Destination	Government	N/A	Government
2014	Destination	Government	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3

Inspection Of Supplies Cost-Reimbursement

MAY 2001

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0002	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0003	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0004	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
000401	N/A	N/A	N/A	N/A
0005	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0006	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0007	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0008	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0009	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0010	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0011	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0012	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0013	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	
0014	POP 25-NOV-2009 TO 24-NOV-2010	N/A	N/A FOB: Destination	

1001	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1002	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1003	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1004	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1005	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1006	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1007	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1008	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1009	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1010	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1011	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1012	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1013	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
1014	POP 25-NOV-2010 TO 24-NOV-2011	N/A	N/A FOB: Destination
2001	POP 25-NOV-2011 TO 24-NOV-2012	N/A	N/A FOB: Destination
2002	POP 25-NOV-2011 TO 24-NOV-2012	N/A	N/A FOB: Destination
2013	POP 25-NOV-2011 TO 24-NOV-2012	N/A	N/A FOB: Destination
2014	POP 25-NOV-2011 TO 24-NOV-2012	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

SECTION F

F.1 PLACE OF PERFORMANCE

The Contractor shall perform at the Contractor's place of business which shall be located within commuting distance (50 miles) of the following locations: (1) the JTF CapMed, Bethesda, MD, (2) the North Project, Bethesda, MD, (3) South Project, Fort Belvoir, Fairfax County, VA, and (4) WRAMC Washington D.C.

F.2 SCHEDULE OF DELIVERABLES

Section C. 3.13, identifies the schedule of deliverables that the Contractor shall adhere to throughout the period of performance of this contract. Addresses and point of contact information shall be provided via separate correspondence from the Contracting Officer and/or the designated COR.

F.3 EQUIPMENT AND HEALTHCARE DELIVERY SCHEDULE

Project/Building	Ready for Equipment Date	Start of Healthcare Delivery Date
North/Building A	Phased Aug 2010 – Sept 2010	Phased Oct 2010 – Aug 2011
North/Building B	Phased Sept 2010 – Oct 2010	Phased Nov 2010 – Aug 2011
North/Building 1	May 2010	June 2010
North/Building 2	Phased Mar 2010 – July 2010	Phased April 2010 – Aug 2010
North/Building 3	May 2011	August 2011
North/Building 7	Phased Feb 2010 – Feb 2011	Phased Mar 2010 – Mar 2011
North/Building 8	Phased Mar 2010 – Feb 2011	Phased Apr 2010 – Mar 2011
North/Building 9	Phased Mar 2010 – Jul 2011	Phased Oct 2010 – Aug 2011
North/Building 10	Phased Mar 2010 – Jul 2011	Phased Apr 2010 – Aug 2011
South/Building A	Apr 2010	Phased April - June 2011
South/Building B	Nov 2010	Phased April - June 2011
South/Building C Flr. 0-3	Mar 2011	Phased June - July 2011
South/Building C Flr. 4-7	Mar 2011	Phased June - July 2011
South/Building D	Oct 2010	Phased April - June 2011
South/Building E	May 2010	Phased April - June 2011

Equipment delivery dates for all equipment must coincide with building Ready for Equipment (RFE) date identified above. The RFE date is defined as the earliest date the construction contractor will allow the government to start outfitting services before the newly constructed or newly renovated building is formally provided to the Government by the construction contractor and the delivery and installation of equipment can commence. All equipment must be delivered, installed, tested and staff trained not later than the date healthcare is to be delivered in the new or renovated building.

NOTE: Specific dates within the above schedule may be subject to adjustment throughout the solicitation period. The most current delivery schedule will be provided immediately after contract award.

F.4 DELIVERY ADDRESS FOR EQUIPMENT

Addresses and point of contact information shall be provided via separate correspondence from the Contracting Officer and/or the designated COR after contract award.

F.5 SHIPMENT

The Contractor shall use the U.S. Postal Service standard delivery for delivery of materials, equipment, or required hardcopy documents. The COR must approve all exceptions to this requirement.

Reference Section C 2.3 for shipment, receipt, and installation of equipment.

F.6 GOVERNMENT ACCEPTANCE PERIOD

The COR will have ten (10) workdays to review draft deliverables and make comments. The Contractor shall have five (5) workdays to make corrections. Upon receipt of the final deliverables, the COR will have five (5) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

Section G - Contract Administration Data

SECTION G**G.1 PROCURING CONTRACTING OFFICER (PCO)**

The PCO for this Contract is identified below:

Agency: United States Army Medical Research Acquisition Activity (USAMRAA)
MCMR-AAA-P
ATTN: Laurie E. Hovermale, Contracting Officer
Address: 820 Chandler Street
Fort Detrick, MD 21702
Voice: (301) 619-2180
Fax: (301) 619-2195
Email: LaurieHovermale@us.army.mil

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

A COR for this Contract shall be assigned via a separate appointment letter upon contract award.

Two COTRs, designated by the JTF CAPMED, will be assigned to assist the COR in performing assigned duties (such as surveillance, monitoring, documentation review) upon contract award.

G.3 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (KO) assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. The KO is the only individual who has the authority to enter into, administer, or terminate this contract and is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the KO.

It is the Contractor's responsibility to contact the KO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. The Government will not reimburse the Contractor for work the KO did not authorize and/or for work outside the scope of the contract.

The Contractor shall immediately notify the KO for clarification when a question arises regarding the authority of any person to act for the KO under the contract.

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (DFARS 252.201-7000) (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

G.5 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (KO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this contract. All requests for interpretation or modification shall be made in writing to the KO or Contract Specialist.

G.6 INVOICING AND RECEIVING REPORT INSTRUCTIONS - COST REIMBURSEMENT

The contractor is responsible for submitting invoices and initiating receiving reports electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF) for goods and services rendered under this Contract. Contractors should use the WAWF cost voucher format to bill on cost-reimbursement contracts. For cost-reimbursement contracts, the DCAA has sole authority for verifying claimed costs and approving interim payment requests, and the Administrative Contracting Officer (ACO) has the sole authority for approving final payment requests. Information on completing a WAWF Cost Voucher is available on the internet at <http://wawftraining.com>. WAWF documents are routed using specific location codes. To insure proper routing the following WAWF location codes are provided for this contract:

Pay DoDAAC: HQ0248

Admin DoDAAC: W81XWH

DCAA Auditor DoDAAC / Ext.
-----|-----
To Be Determined
-----|-----

Service Approver / Ext.
-----|-----
N46896
-----|-----

G.7 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange,

Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

G.8 REPRESENTATIONS AND CERTIFICATIONS (MAR 1999) (USAMRAA)

The representations, certifications, and other statements submitted by the contractor, dated (PROPOSAL DATE TO BE ENTERED AT TIME OF AWARD), are incorporated herein by reference.

Section H - Special Contract Requirements

SECTION H

H.1 NON-DISCLOSURE AGREEMENT

Under this contract, the Contractor shall sign and submit the Contractor /Subcontractor and Contractor and Subcontractor Employees Non-Disclosure Agreements (**Attachment 7**) on behalf of the company, and shall also ensure that all staff assigned to, including all subcontractors and consultants, or performing on this contract execute and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other contractors. Assignment of staff who has not executed this statement or failure to adhere to this statement may constitute default on the part of the Contractor.

H.2 SUBCONTRACTORS.

Subcontractors proposed after award of contract must be approved by the Contracting Officer prior to their performance. The prime contractor shall identify the primary role of the subcontractor, the labor categories, and the estimated or fixed level of effort for each Subcontractor proposed.

H.3 TRAVEL

Costs incurred by contractor personnel on official company business for 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.

H.4 COORDINATION WITH OTHER CONTRACTORS

The Government has awarded other contracts for additional related work outside the Performance Work Statement of this contract. The Contractor and employees shall fully cooperate with such other Contractors and carefully schedule work under this contract to not conflict with such additional work as may be required by the COR. The Contractor will not commit or permit any acts that will interfere with the performance of work by any other Contractor. The COR will resolve all work schedule conflicts between this contract and the additional work contracts being performed by other Contractors. The COR will provide written notice to the Contractor to reschedule work when required.

H.5 CONTRACTOR USE OF GSA SCHEDULE CONTRACTS

The Contractor may procure supplies used in direct support of this contract from GSA Federal Supply Schedule Contractors under the terms, conditions, and prices set forth in the applicable GSA FSS contract and in accordance with FAR 51.1, Contractor Use of Government Supply Sources. The Contractor shall not use GSA schedule contracts to procure services in support of this contract.

H.6 LIABILITY INSURANCE

H.6.1 Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

H.6.1.1 General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

H.6.1.2 Automobile liability - Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United

States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.6.1.3 Workers' compensation and employer's liability - Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

H.7 PROTECTION OF INFORMATION

H.7.1 PERSONALLY IDENTIFIABLE INFORMATION (PII) AND PROTECTED HEALTH INFORMATION (PHI)

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of Government data.

Health Insurance Portability and Accountability Act (HIPAA)

The contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.L. 104-191) requirements, as well as the Department of Defense (DoD) 6025.18-R, "DoD Health Information Privacy Regulation," January, 2003. This includes the Standards for Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards. The contractor shall also comply with all Applicable HIPAA-related rules and regulations as they are published and as Government requirements are defined (including identifiers for providers, employers, health plans, and individuals, and standards for claims attachment transactions). Any rules and regulations that are published and/or requirements that are defined after the award date of this contract, that require expenditure of additional contractor resources for compliance may be considered "changes" and will be subject to the changes clause under the contract.

Systems of Record

In order to meet the requirements of 5 U.S.C. 552a, the [Privacy Act of 1974](#), contractors shall assist the TMA Privacy Office in completing a Privacy Act System of Records Notice for collections of records where information in identifiable form is retrieved. The contractor will also comply with the requirements in Office of Management and Budget (OMB) [Circular A-130](#), in the DoD Directive 5400.11, "DoD Privacy Program," May 8, 2007, and in the DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007. The contractor shall work with the government point of contact to identify Privacy Act System of Records that are maintained or operated for TMA. Completed System of Records Notice formats for the applicable systems should be sent to the TRICARE Management Activity (TMA) Privacy Office at sormail@tma.osd.mil.

Privacy Impact Assessment

The contractor shall provide for the completion of a Privacy Impact Assessment (PIA) for any applicable systems that collect, maintain, use or disseminate personally identifiable information (PII) or protected health information (PHI) about members of the public, Federal personnel, contractors, or in some cases foreign nationals.

Contractors are responsible for the completion of the Privacy Impact Assessment Determination Checklist. This Checklist provides basic information to the TMA Privacy Office and ensures that the appropriate

decision concerning PIA requirements is made. The Checklist can be downloaded from <http://www.tricare.mil/tmaprivacy/downloads/PIADC.121008.pdf>.

Contractors are responsible for the employment of practices that satisfy the requirements and regulations of the E-Government Act of 2002, (PubL. 107-347); DoD 5400.16-R, "DoD Privacy Impact Assessment (PIA) Guidance," February 12, 2009; Office of Management and Budget Memorandum M-03-22, "OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002," September 26, 2003, and current DoD PIA Guidance Memorandum at <http://www.tricare.mil/TMAPrivacy/Info-Papers-PIAs.cfm>. When completing a PIA, the contractor is responsible for using the DoD-approved PIA Template, DoD Standard Form DD 2930, available at <http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2930.pdf>.

PIAs will be sent to the TRICARE Management Activity (TMA) Privacy Office at piamail@tma.osd.mil

Data Use Agreement (DUA)

A Data Use Agreement (DUA) (**Deliverable 12**) is currently used to request Military Health System (MHS) data that is owned and/or managed by HA/TMA. The DUA ensures that applicable privacy and security requirements are followed in the use and/or disclosure of the data. To begin the DUA request process, contact duamail@tma.osd.mil. After receiving approval on a DUA, anyone needing access to information system applications or data sources managed by the Defense Health Services Systems (DHSS) will need to contact the DHSS Program Office at uidsaccess@tma.osd.mil to obtain information on access requirements. DUAs are active for one year, after which the contractor must submit a renewal request or provide a Certificate of Data Destruction (CDD) to the TMA Privacy Office.

H.7.2 Business Associates

Introduction

In accordance with DoD 6025.18-R "Department of Defense Health Information Privacy Regulation," January 24, 2003, the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements will be addressed when implemented.

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

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

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

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

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

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

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

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

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

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

(c) The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

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

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

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

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

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

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

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

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

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

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

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

General Use and Disclosure Provisions

Except as otherwise limited in this Clause, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government.

Specific Use and Disclosure Provisions

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

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

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

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

Obligations of the Government

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

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

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

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

Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose

Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, [the HIPAA Security Rule, or any applicable Government regulations \(including without limitation, DoD 6025.18-R and DoD 8580.02-R\)](#) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

Termination

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

(b) Effect of Termination.

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

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

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

Miscellaneous

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

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

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

H.8. DATA RIGHTS

The government shall retain rights to all intellectual property, such as source code, produced in the course of designing, developing, deploying, training, using and supporting other approved agencies that utilize this Contract. The Contractor shall negotiate agreements with commercial system vendors relating to non-disclosure of vendor-proprietary data.

H.9 SECTION 508 REQUIREMENT

The Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Specifically, the procurement, development, maintenance, or integration of Electronic and Information Technology (EIT) under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 48 CFR part 1194.

<http://www.access-board.gov/sec508/508standards.htm>

H.10 INFORMATION ASSURANCE

H.10.1. General Security Requirements

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of government data. The contractor shall comply with DoD Directive 8500.1, "Information Assurance (IA)," DoD Instruction 8500.2, "Information Assurance (IA) Implementation," and the certification and accreditation (C&A) requirements as promulgated in DoD Instruction 8510.01. As a minimum, this shall include security provisions as listed in the sections that follow:

H.10.2 Electronic Security

H.10.2.1. Contractor Information Systems (IS)/networks that are involved in the operation of systems in support of the DoD Military Health System shall operate in accordance with controlling laws, regulations, and DoD policy.

H.10.2.2. Certification & Accreditation (C&A) requirements apply to all DoD and contractor's IS/networks that receive, process, display, store or transmit DoD information. The contractor shall comply with the C&A process for safeguarding SI. Certification is the determination of the appropriate level of protection required for IS/networks. Certification also includes a comprehensive evaluation of the technical and non-technical security features and countermeasures required for each system/network.

H.10.2.3. Accreditation is the formal approval by the government to operate the contractor's IS/networks in a particular security mode using a prescribed set of safeguards at an acceptable level of risk. In addition, accreditation allows IS/networks to operate within the given operational environment with stated interconnections; and with appropriate level of protection for the specified period.

H.10.2.4. The contractor shall comply with C&A requirements, as specified by the government that meet appropriate DoD Information Assurance requirements. The C&A requirements shall be met before the contractor's system is authorized to access DoD data or interconnect with any DoD IS/network that receives, processes, stores, displays or transmits DoD data. The contractor shall initiate the C&A process by providing the Contracting Officer, within 60 days following contract award, the required documentation necessary to receive an Approval to Operate (ATO). The contractor shall make their IS/networks available for testing, and initiate the C&A testing four months (120 days) in advance of accessing DoD data or interconnecting with DoD IS/networks. The contractor shall ensure the proper contractor support staff is available to participate in all phases of the C&A process. They include, but are not limited to:

- Attending and supporting C&A meetings with the government
- Supporting/conducting the vulnerability mitigation process
- Supporting the C&A Team during system security testing

H.10.2.5. Contractors must confirm that their IS/networks are locked down prior to initiating testing.

- Conformation of system lock down shall be agreed upon during the definition of the C&A boundary and be signed and documented as part of the System Security Authorization Agreement (SSAA)
- Locking down the system means that there shall be no changes made to the configuration of the system (within the C&A boundary) during the C&A process

H.10.2.6. Any re-configuration or change in the system during the C&A testing process will require a re-baselining of the system and documentation of system changes.

H.10.2.7. Vulnerabilities that have been identified by the government as "must-fix" issues during C&A process must be mitigated according to the timeline identified by the Government Representative. C&A Checklists are provided for complying DoD C&A requirements. Reference material and C&A tools may be obtained at: http://www.tricare.osd.mil/tmis_new/ia.htm .

10.2.7.1 A request for a waiver to the C&A requirements may be submitted for temporary testing and other usual circumstances. A waiver request must be submitted, in writing, to the Designated Approving Authority (DAA). The request must include mitigation strategies that ensure adequate protection measures and security controls are in place (for example: air gapping a testing network).

H.10.2.8. Information Assurance Vulnerability Management (IAVM). The contractor shall implement an information assurance vulnerability management program. The DoD IAVM program provides electronic security protections against known threats and vulnerabilities. The IAVM program requires the registration of AIS system assets, which then allows for the timely dissemination of critical vulnerability information. It also assists in the documentation and tracking of compliance, providing increased electronic security to MHS systems. As part of the program, the contractor shall provide a primary and secondary point of contact in the Vulnerability Management System (VMS) and to the MHS Information Assurance Vulnerability Alert (IAVA) Monitor. The point of contact shall provide, upon receipt of a vulnerability message, an acknowledgment of receipt via the VMS. The contractor shall thoroughly test all mitigations for the vulnerability, and upon applying the mitigation to the system, report compliance in the VMS. Receipt and compliance messages to the government shall occur within the stipulated time window, as stated in the vulnerability message or in the VMS.

H.10.2.8.1 The contractor shall ensure AIS assets that are under development are registered in the VMS and have all applicable electronic patches installed for the system (1) when the system is delivered to the Government, or (2) if the AIS assets are used to store or process Government data prior to delivery (such as when being used in testing and development).

H.10.2.8.2 Guidance regarding the requirement for IAVM is contained in the DoD Information Assurance Vulnerability Alert (IAVA) December 30, 1999 memorandum and Chairman of the Joint Chiefs of Staff Manual (CJCSM) 6510.01 (Appendix A to Enclosure B) provides additional reference information. Implementation is addressed in the Defense Information Systems Agency (DISA) IAVA Process Handbook, Version 2.1, June 11, 2002. An asset is defined as any hardware device, such as a router, firewall, server, or an operating system image accessed by more than one user. Primary servers and the workstations that they support are assets that must be registered in the VMS. The DISA VMS web enabled application is used to disseminate IAVAs, Information Assurance Vulnerability Bulletins (IAVBs), and Information Assurance Technical Advisories down to the System Administrator (SA) and applicable personnel throughout the chain of command.

H.10.2.8.3 The contractor shall maintain any development environments in accordance with TMA Information Assurance IA best practices and operational requirements. During product development for the government, the contractor shall ensure that all IA mitigation strategies have been applied to the development environment prior to any Government data being loaded onto any assets or software for testing or delivery.

H.10.2.8.4 IA mitigation strategies include security updates, service packs, and changes to operating procedures as physical and cyber vulnerabilities are detected. Operating system, routers, servers, development platforms and the application being delivered to the government shall be in compliance with all known applicable Department of Defense Computer Emergency Response Team (DoD-CERT) Alert, Bulletin, and Technical Advisory Notices published during the past 36 months.

H.10.2.8.5 Disposing of Electronic Media. Vendors shall follow the DoD standards, procedures, and use approved products to dispose of unclassified hard drives and other electronic media, as appropriate, in accordance with DoD Memorandum "Disposition of Unclassified Computer Hard Drives," June 4, 2001. Vendors are required to also follow DoD guidance on sanitization of other internal and external media components in DODI 8500.2 "Information Assurance (IA) Implementation," 6 Feb 2003 (see PECS-1 in enclosure 4 Attachment 5) and DoD 5220.22-M "Industrial Security Program Operating Manual (NISPOM)," (Chapter 8).

H.10.2.9. Ports Protocols and Services. Vendors shall follow all current DoD and Defense Information Systems Agency (DISA) standards and requirements for acceptable Ports, Protocols, and Services. Any requests for exception to using the current DISA Ports, Protocols, and Services standards requires an request for exception sent through the Program Manager to the DAA.

H.10.2.10 Public Key Infrastructure and Encryption. Vendors shall follow the DoD standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates and biometrics for positive authentication. Where interoperable PKI is required for the exchange of unclassified information between DoD and its vendors and contractors, industry partners shall obtain all necessary certificates. Vendors must turn over to the Government all encryption keys for deployed systems, backdoor algorithms, and procedures for their use in remote support. The Vendor must provide a written report detailing all of the above, prior to task order expiration, regardless of modifications or extensions.

H.10.3 Information Systems (IS)/Networks Physical Security

The contractor shall employ physical security safeguards for IS/Networks involved in processing or storage of Government Data to prevent the unauthorized access, disclosure, modification, destruction, use, etc., and to otherwise protect the confidentiality and ensure use conforms with DoD regulations. In addition, the contractor will support a Physical Security Audit performed by the Government of the contractor's internal information management infrastructure. The MHS Physical Security Audit Matrix is available at: http://www.tricare.osd.mil/tmis_new/Policy/PSA_Matrix_%20012304%200930%20clean%20version.xls. The contractor shall correct any deficiencies identified by the Government of the contractor's physical security posture. The contractor shall be required to follow all requirements in the MHS Information Assurance Policy. New MHS policies will be posted to the following website: http://www.tricare.osd.mil/tmis_new/IA.htm.

H.11 CONTRACTOR ACCESS TO DoD SYSTEMS

The contractor shall contact the COR and COTRs after being awarded a contract if access to a DoD system is required. The contractor is responsible for submitting the SF85P and FD 258 for their respective contractor employees if the Contractor employees are required to gain access to a DoD system for performance of this contract. As such, contractor personnel shall undergo appropriate background investigation (Trustworthiness Determination for Public Trust positions/ADP-IT) or have a security clearance and Information Assurance training if deemed necessary. The Contractor should be prepared for this process to take at least two (2) weeks.

Prior to the submission of the SF85P for new contractor employees, the contractor's Facility Security Officer (FSO) shall submit the contract number, contract start date, contract end date, personnel names, and the ADP position designations, to the designated COTRs for verification and approval with a list of personnel being submitted for an ADP/IT Trustworthiness Determination. The Contractor's FSO shall submit all appropriate forms as provided by the COTRs to request a background investigation to the Office of Personnel Management (OPM) and obtain receipt confirmation as a prerequisite for contractor personnel to access DoD systems. The Standard Form 85P is available at: <http://www.tricare.osd.mil/tmapivacy/sf85p.pdf>.

The Contracting company shall ensure all contractor personnel are designated as ADP/IT-I, ADP/IT-II where their duties meet the criteria of the position sensitivity designations.

The contractor must notify the COR and COTRs when the security officer has submitted the SF85P user form to OPM for new employees. Upon termination of a contractor employee from the contract, the contractor's FSO must notify the COR and COTRs and OPM of the action, including the termination date. In both cases, the COR or the

COTR must notify the Deputy Director, TMA Privacy Office at Pamela.Schmidt@tma.osd.mil. All emails should be sent using CAC encryption.

Non-U.S. Citizens - Only United States citizens shall be granted a personnel security clearance, assigned to sensitive duties, or granted access to classified information unless approved by an authority designated in Appendix 6...etc. Exceptions to these requirements shall be permitted only for compelling national security reasons. (DoD 5200.2-R. C2.1.1, AP6.6.1) Non-U.S. citizens are not being adjudicated by any government agency for a trustworthiness determination at this time. Non-U.S. Citizens are not allowed access to any DoD systems/networks

The contractor shall ensure that data which contains PHI is continuously protected from unauthorized access, use, modification, or disclosure. The contractor shall comply with all previously stated requirements for HIPAA, Personnel Security, Electronic Security, and Physical Security.

Termination of access - Upon termination of a contractor employee the Contractor Point of Contact shall forward a request to have the employee deleted from DoD system access to the COR and COTRs

H.12 FILES SECURITY

The Contractor will maintain and update accurate files of documentation records and reports as required under the terms of this contract. The Contractor will not allow access to the files by any Government agency, non-Government agency or individual unless specifically authorized by the COR or KO. Files will be made available to the KO, or the COR upon request. The automated data files are the property of the Government and will be turned over to the KO or the COR at the completion or termination of this contract. A daily back up of computer records and files shall be performed. A password protection procedure shall be used for all patient and research records.

H.13 GOVERNMENT FURNISHED PROPERTY

For performance of this contract, the Government may furnish property, materials, supplies, equipment, information, and facilities. All Contractor-provided supplies and equipment shall meet current Occupational Safety and Health Administration (OSHA) standards at all times during performance of this contract. In the context of this contract, Government Furnished Property (GFP) will include all property, materials, supplies, equipment, information, and facilities provided by the Government or acquired by the Contractor (under the terms of this contract) during performance of this effort.

The Contractor shall be responsible for providing all general supplies needed in the support of this contract except as specifically mentioned within this section. The Government shall not be responsible for any supplies except for Government forms.

H.13.1 Government-Furnished Facilities

If deemed necessary for performance of this contract, the Government will provide the Contractor with adequate administrative office space for NTE five (5) Key Personnel at each performance location. Office space shall be consistent with DoD Standards for administrative areas and be environmentally controlled. Telephone, Computer, and Internet connectivity will be provided as part of the office space. These furnished capabilities shall only be used for Government business. No other space will be made available.

H.13.1.1 Maintenance of Government-Furnished Facilities

All upkeep and maintenance for Government-furnished office areas will be provided by the Government. The Contractor will maintain accepted housekeeping standards in office areas workshops, and break areas allocated for Contractor use.

H.13.1.2 Utilities:

The Government will provide all utilities for all Government facilities and administrative offices to the Contractor at no cost. (Natural Gas, Propane, CO₂, Nitrogen, Water, Electricity and other similar requirements). The Contractor will instruct employees in appropriate utility conservation policies. Contractor employees and the Contractor will operate under conditions, which preclude the waste of utilities. The Contractor will comply with conservation directives at any location where services are being performed.

H.13.1.3 Key and Electronic Pass Control:

The Contractor will be provided with keys or key cards as necessary to allow access to all buildings and or secured rooms requiring Contractor entry. Electronic passes may be used. All keys provided to the Contractor will not be duplicated, or issued to any individual to be retained in his/her possession while not physically performing duties on the installation. Keys will be safeguarded and controlled in accordance applicable security regulations. Methods will be established to ensure all keys issued by the Government for Contractor employee use are not lost, misplaced and or used by unauthorized persons.

H.13.1.3.1 *Lost or Duplicated Keys:*

All occurrences of lost or unauthorized duplication of keys must be immediately reported to the COR. If keys are lost or duplicated, the Contractor may be required with written direction of the KO to re-key or replace the affected lock or locks without cost to the Government. The Government may replace the affected lock(s) or perform re-keying and charge the Contractor. In the event a master key is lost or duplicated the Government shall replace or have replaced all locks and the total cost shall be charged to the Contractor.

H.13.1.4 Contractor Offices and Work Areas:

At all times, work areas including office areas and work rooms provided to the Contractor shall be maintained in a clean, safe and secure manner and shall be free from accumulations of waste material, rubbish, equipment, and materials. Upon completion of the job or when away from the work site, the work area and premises will be in a clean, neat, and safe condition. Hazardous and non-hazardous wastes and other job-related waste material will be disposed of or stored according to the local installation procedures.

H.13.1.5 Fire and Security Forces:

Local procedures on fire prevention and security will be followed. Telephone numbers of the Installation Security Forces and Fire Department will be posted for easy access by employees. Burning of any material in an office or work area, other than a research lab when part of a protocol, is prohibited. The authority having jurisdiction, prior to starting work, will approve any work that may interfere with fire exit routes and/or exits. A copy of the procedures shall be provided to the COR for appropriate approval. Any reportable fire, safety or security violation shall be brought to the attention of the COR, Site Director, or KO immediately.

H.13.2 Government-Furnished Information

The Government may turn over or otherwise make available documentation at the sites where work is being performed. The Contractor will maintain, add to and/or update the documentation of technical data related to the operation and performance of patient care, research and training. The documentation will be further developed as required and will consist of technical information, such as Standard Operating Procedures (SOPs), IRB Approval Process, etc. The Contractor will compile technical libraries of this documentation during the term of this contract. The library will remain property of the Government.

H.13.3 Contractor Acquired Property/Material/Equipment

H.13.3.1 Contractor-Furnished (Purchased) Materials, Services and Parts

The Government shall provide or shall reimburse the Contractor for all COR approved materials, services, and equipment needed to perform services under this contract in strict accordance with the contract provisions and clauses. With approval from the COR or COR designee for expenditures over five-thousand dollars (\$5,000) the Contractor will procure, store, issue, and account for all supplies, equipment and other materials used in accomplishing this contract using an automated auditable system.

H.13.3.2 Contractor Procurement of Reimbursable Items

The Government will be invoiced for reimbursable equipment, materials, and supplies. The invoice will be supported by an itemized list of all reimbursable items used, showing the item description, quantity, unit cost, total cost and the project for which the purchase was made. Contractor shall provide an itemized list of reimbursable items purchased under the cost reimbursement portion of this contract attached to the Contractor's invoices. Contractor shall maintain all original delivery tickets, sales receipts, or other documents identifying items purchased under this contract. Original delivery tickets, sales receipts, or other documents identifying items purchased under this contract shall be available within 1 day after agency request for KO and audit review.

H.14 ENVIRONMENTAL CONTROLS**H.14.1 Compliance with Laws and Regulations:**

Strict compliance with all applicable Federal, State, and local laws, regulations, and requirements regarding environmental protection shall be met. Policies and procedures will be established to protect the health and safety of patients, employees and the community and minimize or eliminate the risk of environmental pollution. The Contractor shall comply with the installations or site Hazardous Waste Management Plan where services are provided.

H.14.2 Notification of Environmental Spills:

If a spill or release of any substance listed in CFR 40.302 occurs, the Contractor will immediately report the incident in accordance with local regulations and notify the COR.

H.14.3 Hazard Communication Program:

The Contractor shall establish a Hazard Communication Program for all employees in accordance with OSHA requirements. Use of the facility or Government program is authorized as modified for Contractor's employees.

H.14.4 Hazardous Substance Abatement:

Abatement of hazardous substances will be conducted in accordance with the site, installation or activities Hazardous Waste Plan where services are performed. The installation or location where work is performed shall provide abatement services as available.

H.15 SITE SPECIFIC SECURITY REQUIREMENTS:

Contractor and subcontractor employees shall comply with each installation and Military Treatment Facility (MTF) personnel identification and access requirements. The Contractor is responsible for absences of contract employees due to expired identification and access documents.

Each Contractor employee shall wear a visible Security Badge ID provided by the MTF or the Military Installation, on the left front of his/her outer clothing. The badge must show the full name, title, and if required by the Military, the word "Contractor" in front.

The Contractor shall immediately report any lost or stolen badges to their Supervisor, Contracting Officer's Representative (COR) or designee.

Vehicle Registration. Contractor and subcontractor employees shall comply with the local installation requirements for vehicle registration and operation on the military facility. Any vehicle operated by the Contractor or subcontractor in the performance of this service must have the minimum liability coverage required by the state in which the installation is located.

H.16 RELEASE OF INFORMATION

The Contractor shall not release any information concerning performance under this contract without written authorization from the COR.

H.17 KEY PERSONNEL

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

Project Manager
Other Contractor Proposed/Government Approved

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

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

d. Substitution of proposed Key Personnel will not be allowed for a period of six months after award, except in cases of death, illness, or other extreme circumstance. Any substitution or replacement Key Personnel shall have qualifications equal to or greater than the individuals being replaced. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (e) below.

e. Resumes shall be provided at least two weeks (or as mutually agreed upon) prior to making any personnel changes. 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). Any replacement personnel shall have qualifications that are equal to or ~~higher~~ better than the qualifications of the person to be replaced. Also, Contractor personnel must submit necessary information to be granted access to Government systems prior to reporting for work under this contract. 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.

H.18 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 contract award through contract end.

H.19 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.

CLAUSES INCORPORATED BY FULL TEXT**ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (MAR 1999) (USAMRAA)**

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

CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Subcontract Awards	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JAN 2006
52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions	JUN 1988
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-5	Price Redetermination--Prospective	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001

52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Supplies	FEB 2009
52.225-5	Trade Agreements	MAR 2009
52.225-6	Trade Agreements Certificate	JAN 2005
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.228-9	Cargo Insurance	MAY 1999
52.228-10	Vehicular and General Public Liability Insurance	APR 1984
52.230-1	Cost Accounting Standards Notices And Certification	OCT 2008
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-17	Interest	OCT 2008
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-28 Alt I	Invitation to Propose Performance-Based Payments (Mar 2000) Alternate I	MAR 2000
52.232-32	Performance-Based Payments	JAN 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-3	Capability to Perform a Contract for Relocation of a Federal Office	FEB 2006
52.247-5	Familiarization With Conditions	APR 1984
52.247-6	Financial Statement	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-13	Accessorial Services - Moving Contracts	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
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
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
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
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7003	Excessive Pass-Through Charges--Identification of Subcontract Effort	MAY 2008
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021	Trade Agreements	NOV 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7002	Access	DEC 1991
252.239-7008	Reuse Arrangements	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)

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

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 30 day prior to the expiration of the contract.

(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 60 calendar days prior to expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.usamraa.army.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS

Attachment Number	Reference Section	Date	Description	# of Pages
Attachment 1	C.7.	11 May 09	Medical Equipment to be Provisioned and Installed by the Contractor	39
Attachment 2	C.7.	11 May 09	Non-Medical Equipment to be Provisioned and Installed by the Contractor	8
Attachment 3	C.7.	11 May 09	Data Processing Equipment (IT) to be Provisioned and Installed by the Contractor	5
Attachment 4	C.7.	11 May 09	Furniture and Furnishings to be Provisioned and Installed by the Contractor	16
Attachment 5	C.7.	11 May 09	Other Contractor Provisioned and Installed Equipment (OCPIE)	5
Attachment 6	C.7.	11 May 09	Reuse Equipment to be Uninstalled, Moved/Relocated, and Reinstalled by the Contractor	97
Attachment 7	H.1.	29 May 09	Contractor /Subcontractor and Contractor and Subcontractor Employees Non-Disclosure Agreements	1
Attachment 8	I	19 Jun 09	Incentive Fee Plan	6
Attachment 9	I	24 Mar 09	Department of Labor Wage Determination	10
Attachment 10	L	29 May 09	Past Performance Cover Letter	2
Attachment 11	L	29 May 09	Past Performance Risk Reference Sheet	1
Attachment 12	L	29 May 09	Past Performance Risk Questionnaire	3
Attachment 13	A	16 Jun 09	Excel Pricing Sheet	6
Attachment 14	C.4.5.1	18 Jun 09	Quality Assurance Surveillance Plan	12
Attachment 15	C.5.0	17 Jun 09	Non Disclosure/Non-Use Agreement, Government Furnished Information	1

Section K - Representations, Certifications and Other Statements of Offerors

ORCA

Online Representations and Certifications Application (ORCA)

The Federal Acquisition Regulation (FAR) requires the use of the Online Representations and Certifications Application (ORCA) in Federal solicitations as a part of the quote submission process. ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the FAR required representations and certifications previously found in solicitations. With ORCA, you now have the ability to enter and maintain your representation and certification information, at your convenience, via the Internet at <http://orca.bpn.gov>. In addition, rather than receiving and reviewing paper submissions, government contracting officials can access ORCA and review your information online as a part of the quote evaluation process. You will no longer have to submit representations and certifications completed in ORCA with each offer. Instead, a solicitation will contain a provision that will allow you to either certify that all of your representations and certifications in ORCA are current, complete and accurate as of the date of your signature, or list any changes.

To prepare for this requirement and to register in ORCA, you will need to have two items: an active Central Contractor Registration (CCR) record and a Marketing Partner Identification Number (MPIN) identified in that CCR record. Your DUNS number and MPIN act as your company's ID and password into ORCA. (Visit www.ccr.gov for more information on creating and entering your MPIN). The basic information provided in your CCR record is used to pre-populate a number of fields in ORCA. Vendors are reminded to protect their MPIN from unauthorized use.

Once in ORCA you will be asked to review pertinent information pre-populated from CCR, provide a point of contact, and answer a questionnaire that contains up to 26 questions. The questionnaire is to help you gather information you need for the clauses. The questionnaire is not the official version. Be sure to read the provisions carefully.

The answers you provide are then automatically entered into the actual FAR provisions. You are required to review your information, as inserted, in context of the full-text provisions for accuracy; acknowledge three additional read-only provisions; and click a time/date stamp before final submission. You will need to review and/or update your ORCA record when necessary, but at least annually in order to maintain its active status.

Detailed information regarding ORCA, how to submit your record, and whom to call for assistance can be found on ORCA's homepage at <http://orca.bpn.gov> under "Help."

CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

452.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

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

(2) The small business size standard is 100 employees.

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

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

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

Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

X ----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

-----(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

-----(iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

X ----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

X ----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

X ----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

X ----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

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

(End of Provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2009)

(a) Definitions. Commercially available off-the-shelf (COTS) item, domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

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

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

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

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

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

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number) (Country of Origin)

(End of provision)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) 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.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) 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 FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTION TO OFFERORS**L.1 PROPOSAL CONTENT AND INSTRUCTIONS FOR PREPARATION OF PROPOSALS
PROPOSAL CONTENT AND INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

Introduction and Purpose - This section specifies the format and content that Offerors shall use in 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 must 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. Proposals shall be in the form prescribed by, and shall contain a response to, each of the areas identified in Section L.2. 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.

Proposals must be submitted and received in five (5) separate volumes (I, II, III, IV, and V).

A complete Volume II, Past Performance, shall be submitted no later than **7 August 2009 by 2 PM Local Time, Frederick, MD.**

A complete Volume I, Technical Approach, Relevant Experience, and Management Planning; Volume III, Small Business Participation Plan; Volume IV, Cost/Price; and Volume V, Solicitation, Offer and Award Documents and Certifications/Representations, shall be submitted no later than **21 August 2009 by 2 PM Local Time, Frederick, MD.**

If any one proposal volume is received past the respective stated closing date specified in this solicitation, the entire proposal will be considered late. No further consideration will be given to any Offeror who submits any of these volumes late IAW FAR 15.208(b).

Proposals shall be submitted consistent with the instructions below. Proposals shall be submitted to the following address:

Director
U.S. Army Medical Research Acquisition Activity (USAMRAA)
Attn: MCMR-AAA-P/W81XWH-09-R-0018/(Laurel Carey)
820 Chandler Street,
Fort Detrick, MD 21702-5014

Questions concerning this solicitation must be submitted in writing via email no later than **6 July 2009 by 2 PM Local Time, Frederick, MD.** Questions must be sent via email to both laurel.carey@amedd.army.mil and darrell.beaver@amedd.army.mil, Subject: W81XWH-09-R-0018. No telephonic questions will be accepted. Answers to questions will be addressed by amendment to the solicitation which will be posted on the USAMRAA website, www.usamraa.army.mil. In the event that multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the same issue.

L.2 FILE AND FORMATTING REQUIREMENTS

L.2.1. 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. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files should use the following page setup parameters:

Margins – Top, Bottom, Left, Right - 1”
 Gutter – 0”
 From Edge – Header, Footer - 0.5”
 Page Size, Width – 8.5”
 Page Size, Height – 11”

The following additional features are requested:

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

L.2.2 File Packaging. None of the proposal files shall be compressed (zipped). Zipped files cannot be opened by the Contracting Office.

Page Limitations: Page limitations shall be treated as maximums. If exceeded, the excess pages will not be considered in the evaluation of the proposal and will be destroyed without review. The following table contains all page limit requirements. Offerors are required to provide their proposals in separate proposal volumes as shown in the table below. Volume I shall be tabbed to separate major sections—e.g., Technical Approach, Relevant Experience, and Management Planning. Offerors may also tab the individual plans under the Management Planning section. Tabs will not count against the indicated page limits and shall contain no other information besides tab title. Offerors shall provide the number of hard and electronic file copies as follows:

Proposal Packaging Instructions

Volume	Title	Page Limit	Number of Hard/Electronic Copies
Volume I	Technical Approach, Relevant Experience, Management Planning	45, 15, 70	7/2
Volume II	Past Performance	One page per relevant Reference and a single five page narrative (not per relevant Reference)	4/2
Volume III	Small Business Participation Plan	N/A	2/2
Volume IV	Cost/Price	N/A	3/2
Volume V	Solicitation, Offer and Award Documents and Certifications/ Representations:	N/A	2/2

L.2.3 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 must 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.

L.3 VOLUME CONTENT

L.3.1 Volume I – Technical Approach. The Offeror shall submit a written technical proposal which effectively demonstrates the Offeror's understanding of the requirements, an ability to meet all of the functional requirements, terms and conditions contained therein, and provides a successful technical solution for the prospective contract. The Offeror's proposal response shall demonstrate the Offeror's understanding of tasks to be performed, as well as the technical approach and methodology and flexibility that will be utilized in accomplishing any resultant award.

The Offeror shall describe, in detail, its technical approach and overall ability to perform IO&T services. This description shall, at a minimum, specifically address the Offeror's approach for:

- Hospital Transition and Activation Services
- Comprehensive Equipment Services
- Equipment Provisioning and Associated Services
- Equipment Transition and Relocation Services
- Information Assurance Compliance
- Transition of Government Records and Files
- Formal Testing and Calibration
- Training
- Final Turnover and Close Out

L.3.2 Volume I – Management Planning. The Offeror proposal shall demonstrate how the Contractor's proposed management planning approach will achieve the goal of delivering timely high quality services within stated timelines for this requirement if awarded the contract. The Offeror's proposal shall demonstrate an understanding of the major deliverables identified in the solicitation in sufficient detail to provide the Government an understanding of the manner and method of management during contract performance and should detail the effectiveness of the Offeror's overall contract/program management, integration of the effort with the Offeror's proposed partners, subcontract management, vendor management, preliminary timeline and sequence of events. The Offeror's proposal shall identify the proposed tracking tool, its tracking and reporting capabilities, and specifically how the Offeror will utilize the system in managing this contract. The Offeror is encouraged to provide a URL and password to access a notional version of the tracking tool.

The Offeror shall provide the following draft plans and approaches to developing their final versions:

- Project Management Plan
- Integrated Master Schedule
- Warranty Management Plan
- Staffing Plan
- Subcontract Management Plan
- Risk Management Plan
- Quality Control Plan
- Tracking Tool User Manual (excluded from page limit restrictions)

NOTE: Duplication of information contained within the Technical Approach and the Management Planning portions of Volume I will not be positively evaluated. These evaluation factors are intended to be two separate elements and the Offeror is cautioned to refrain from duplicating discussion. Reference can be made between discussions if necessary, but duplication of information is not desired.

L.3.3 Volume I– Relevant Experience. The Offeror shall submit written information which effectively demonstrates the Offeror’s relevant experience in performing services contained within the solicitation. The proposal shall provide evidence of the Offeror’s experience (for this purpose, experience refers to what an Offeror has done, not how well it was accomplished) in performing proposed processes and procedures. The Offeror’s proposal shall demonstrate the amount of relevant corporate experience the Offeror possesses, as well as demonstrate the amount of relevant experience possessed by the proposed Key Personnel. The Offeror shall provide evidence that the organization has current capabilities for assuring performance of this requirement. Evidence of supporting sub-contractors, consultants, and business partners will be considered. Experience shall show: (a) Appropriate mix and balance of education and training of team members and (b) Quality and effectiveness insofar as the allocation of personnel and resources.

The Offeror’s proposal shall demonstrate experience as a company in providing support services for Hospital Transition and Activation Services, Comprehensive Equipment Services, Equipment Provisioning and Associated Services, Equipment Transition and Relocation Services, Transition of Government Records and Files, Formal Testing and Calibration, Training, Final Turnover and Close Out, and other functional areas contained in the PWS on programs of similar size, scope, and complexity at other organizations and/or other Federal Agencies within the past three (3) years. The Offeror shall submit resumes of proposed Key Personnel; resumes of Key Personnel do not count against the page totals for this volume. These resumes shall include a list of relevant training, education, and certifications. Proof of such may be requested prior to beginning work.

NOTE: Substitutions of proposed Key Personnel will not be allowed for a period of six months after award, except in cases of death, illness, or other extreme circumstance. Any substitution or replacement Key Personnel shall have qualification equal to or greater than the individuals proposed. The Government must pre-approve any replacement or substitution of Key Personnel.

L.3.4 Offerors shall submit a list of no more than 10 Government and/or Commercial contracts relevant to this procurement held as a Prime Contractor, or where identified as a Major Subcontractor, ongoing or awarded during the past 3 years. For all Subcontractors proposed for this award, provide a similar list of information relevant to the efforts required by this solicitation. Relevant efforts are defined as:

- Hospital Transition and Activation Services
- Project Management Services
- Comprehensive Equipment Services
- Equipment Provisioning and Associated Services
- Equipment Transition and Relocation Services
- Information Assurance Compliance
- Transition of Government Records and Files
- Formal Testing and Calibration
- Training
- Final Turnover and Close Out

The Offeror shall provide data on 3 – 5 of the listed contracts. Data concerning the Prime Contractor (Offeror) shall be provided first, followed by each proposed Subcontractor, in alphabetical order. This volume shall be organized into the following sections:

- (1) **Section 1 – Contract Descriptions.** This section shall include the information listed in the Past Performance Risk Reference Sheet (In Section J of the RFP and Appendix B to the SSP).

- i. Points of Contact (POCs) must be either Government personnel (civil service or military) or employees of private sector clients (such as public or private sector medical facilities) with whom you have provided services. Information provided by or for POCs who work directly for your company, or indirectly (i.e. in a Prime or Subcontractor relationship), will NOT be considered relevant.
 - ii. Subcontractor Consent: If a subcontracting relationship is proposed, the Offeror shall submit the consent of its proposed Subcontractor(s) to disclose their past performance information to the Prime Contractor (Offeror) along with the Offeror's proposal submission. If the proposed Subcontractor(s) consent is not provided at the time of the Offeror's proposal submission, the past performance information for the Subcontractor(s) may not be considered by the government in assessing the Offeror's past performance.
- (2) **Section 2 - Narratives.** Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.
- i. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed Subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- (3) **Section 3 – New Corporate Entities.** New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.
- (4) **Past Performance Risk Assessment Questionnaire.** The Offeror shall complete Part I of the Performance Risk Assessment Questionnaire and e-mail the questionnaire to both the Government Contract Specialist and relevant references. The relevant references shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contract Specialist not later than the closing date for Volumes I, III, IV and V to Laurel.Carey@amedd.army.mil. The Offeror shall also e-mail to the Contract Specialist a list of all the relevant References who were sent a questionnaire within 30 calendar days after release of the RFP. The Offeror shall submit an addendum to this list of relevant References to illustrate the status of the questionnaire completion and submission to the Contract Specialist every 10 days thereafter.

L.3.5 Volume III – Small Business Participation Plan. Offerors shall comply with the following:

- (1) **Submittal:** All Offerors, both small and large businesses, shall submit Small Business Participation Plan information relevant to the services portion of the requirement (CLINs 0001, 0002 and 0013; 1001, 1002 and 1013; and 2001, 2002 and 2013) in accordance with DFARS 215.304 that shall include the following:
 - (a) Type of Business of Prime Contractor:
 - Large
 - Small
 - Small Non-Disadvantaged 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

- (b) Percentage of participation as a Prime Contractor
- (c) Percentage of Total Contract Value of Subcontracts planned for:

Percentage of Total Contract Value of Subcontracts

Contracted Entity Type	Percentage of Total Value of CLINs 0001, 0002, 0013, 1001, 1002, 1013, 2001, 2002, and 2013
Large	%
Total Small	%
<i>Small Non-Disadvantaged Business</i>	%
<i>Small Disadvantaged Business</i>	%
<i>Woman-Owned Small Business</i>	%
<i>Service-Disabled Veteran-Owned Small Business</i>	%
<i>Veteran-Owned Small Business</i>	%
<i>HUB Zone Small Business</i>	%
<i>Historically Black College and Universities/Minority Institutions (HBCU/MI)</i>	%

- (d) Each participation percentage above shall be accompanied by detailed supporting documentation regarding the individual commitments. The sum of the percentages of Small Non-Disadvantaged and Small Disadvantaged should equal the entries for Total Small. However, the sum of all the percentages under Paragraph (d) 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 Goals

Category	Goal
Small Business (inclusive of all categories below)	35% requirement includes % below
<i>Small Non-Disadvantaged Business</i>	(objective) 15%
<i>Small Disadvantaged Business</i>	(objective) 5%
<i>Woman-Owned Small Business</i>	(objective) 5%
<i>Service-Disabled Veteran-Owned Small Business</i>	(objective) 3%
<i>Veteran Owned Small Business</i>	(objective) 3%
<i>Hub-Zone Small Business</i>	(objective) 2%
<i>Historically Black College and Universities/Minority Institutions(HBCU/MI)</i>	(objective) 2%

(e) List principal services (be specific) to be subcontracted to:

Subcontracted Services

Contracted Entity Type	Name of Company	Type of Service
Large		
Total Small		
<i>Small Non-Disadvantaged Business</i>		
<i>Small Disadvantaged Business</i>		
<i>Woman-Owned Small Business</i>		
<i>Service-Disabled Veteran-Owned Small Business</i>		
<i>Veteran-Owned Small Business</i>		
<i>HUB Zone Small Business</i>		
<i>Historically Black College and Universities/Minority Institutions (HBCU/MI)</i>		

NOTE: For the purpose of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged.

- (f) **Prior Performance Information:** Provide any information substantiating the Offeror’s 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.
- (g) **Extent of Commitment:** Provide documentation regarding enforceable commitments to utilize any Small Business category, as defined in FAR Part 19, as Subcontractors.
- (2) **Small Business Subcontracting Plan:** Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9. 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.

L.3.6 Volume IV – Cost/Price. Breakdown of cost data is required under this solicitation as set forth below. Certified Cost and Pricing Data will not be required if adequate competition exists. If the Government determines adequate competition was not obtained, the Government reserves the right to request certified cost and pricing data.

- (1) A completed Excel Pricing Sheet shall be submitted using the format provided.
- (2) Basis of estimate in the Excel Pricing Sheet shall be supported by information for each cost element consistent with Offeror's cost accounting system. The supporting breakdown includes elements such as direct labor (labor categories, hours, rates), fringe benefit rates, indirect rates, Subcontractor costs and other direct costs (ODCs) such as materials, supplies, equipment, and property. For direct labor, the Offeror must address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from either or both. The proposal must also identify the Offeror’s proposed fee and the methodology followed to reach the fee amount. For Offeror’s who have Forward Pricing Rate Agreements (FPRAs) or

other DCAA approvals that demonstrate the pre-approval of certain labor rates or indirect rates, please submit a copy of the approval. Should rates be used in the proposal, which are not DCAA approved, the Offeror shall provide complete documentation and the rationale for their use at time of proposal submission. For any significant ODC purchases (exceeding \$3,000), the Offeror shall provide a Basis of Estimate (BOE) and submit any quotations, published price lists, or other sources of information used to develop the proposed Cost/Price amount.

- (3) The fixed fee proposed for CLINs 0001, 0002, 1001, 1002, 2001 and 2002 shall not exceed 3%. Fee is unallowable on the remaining CLINs. If desired, the Offeror may propose an alternate incentive fee structure for the Incentive Plan provided as Attachment 8 to the RFP.

The Offeror should provide a narrative describing performance and other risks assessed, judgmental factors applied, and assumptions made in preparing the cost and price proposal. This requirement is also a part of the proposal and may be cross-referenced. The Offeror's proposal must describe an approach to mitigate risks throughout the performance of the contract. Any assumptions, exceptions, or objections employed to develop the Offeror's proposal must be identified.

L.3.7 Volume V - Solicitation, Offer and Award Documents and Certifications /Representations. Each Offeror shall complete (fill-in and signatures) Section A of the solicitation (Standard Form 33 (SF 33), Solicitation, Offer and Award provided with the solicitation. An authorized official of the firm shall sign the SF 33 and acknowledge receipt of all amendments issued. An Acrobat PDF file shall be created to capture the signatures for submission.

Completed SECTION K – Representations, Certifications and Other Statements of Offerors of this Solicitation. 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 complete the provisions in Section K and submit a hard or electronic copy in Volume V of their proposal.

L.4 REVIEW OF AGENCY PROTESTS

- a. The contracting activity, U.S. Army Medical Research Acquisition Activity (USAMRAA), will process agency protests in accordance with the requirements set forth in FAR 33.103(d).
- b. The reviewing authority is the Contracting Officer.

L.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

U.S. Army Medical Research Acquisition Activity
MRMC-AAA-P
ATTN: Laurie E. Hovermale, Contracting Officer
820 Chandler Street
Fort Detrick, MD 21702

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

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.207-2	Notice Of Streamlined Competition	MAY 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted

in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range

to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract with incentive provisions resulting from this solicitation.

(End of provision)

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

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

www.usamraa.army.mil

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

EVALUATION FACTORS FOR AWARD**M.1. EVALUATION FACTORS AND BASIS FOR AWARD**

A single award, cost plus fixed fee contract with incentive provisions will be awarded to the responsible Offeror, whose proposal is determined by the Government to offer the best value to the Government, Cost/Price and other factors considered. The Government will conduct a tradeoff process in order to determine which Offeror represents the best value to the Government, considering the following six (6) evaluation factors:

- Evaluation Factor 1: Technical Approach
- Evaluation Factor 2: Management Planning
- Evaluation Factor 3: Relevant Experience
- Evaluation Factor 4: Past Performance
- Evaluation Factor 5: Small Business Participation Plan
- Evaluation Factor 6: Cost/Price

Relative importance: Non-cost/non-price Evaluation Factors 1 through 5 are listed in descending order of importance. Additionally, the combination of Evaluation Factors 1 through 5 is significantly more important than cost. The degree of importance of Cost/Price as a factor could become greater depending upon the equality of the proposals for the non-cost/non-price factors evaluated; where competing proposals are determined to be substantially equal, Cost/Price would become the controlling factor.

A proposal that is rated “marginal” or “unacceptable” in any single Evaluation Factor 1, 2, 3 or 5 or “high risk” for Evaluation Factor 4 may be rejected as “unacceptable.” Offerors are cautioned that the award may not necessarily be made to the lowest cost/price offer.

M.2 EVALUATION APPROACH

All proposals will be evaluated by the Government. Noblis will provide the physical facilities including the maintenance of a “reading room”, and technical advisory services and administrative support for source selection execution, IAP WorldServices Inc. will provide technical advisory services and perform administrative support for the Past Performance evaluation.

M.2.1 Evaluation Factor 1 - Technical Approach. The technical approach for the IO&T contract will be evaluated for its comprehensiveness and for evidence of the extent to which the Offeror’s approach will achieve the goal of delivering high quality services within schedule. The evaluation of technical approach will assess the Offeror’s ability to demonstrate an understanding of the requirements and an ability to meet all of the functional requirements, terms, and conditions identified in the RFP. This evaluation will also determine the extent to which the proposed approach facilitates the Offeror’s ability to address unanticipated requirements or circumstances. The Offeror’s proposal shall be used to assess the Offeror’s understanding of tasks to be performed, as well as the technical approach and methodology for accomplishing tasks under any resultant award to meet the requirements of the PWS.

M.2.2 Evaluation Factor 2 – Management Planning. Management Planning approach for the IO&T contract will be evaluated for its quality and for evidence of the extent to which the Offeror’s management planning

approach will achieve the goal of delivering high quality services within schedule. The evaluation of management planning approach will assess the Offeror's ability to demonstrate an understanding of the major deliverables identified in the RFP. These responses will be important to the evaluation and should be addressed in sufficient detail to facilitate an understanding of the manner and method of compliance during contract performance. They should detail the effectiveness of the Offeror's overall contract/program management, integration of the effort with the Offeror's proposed partners, subcontract management, vendor management, and will include the following draft plans and approaches to developing the final versions:

- Project Management Plan
- Integrated Master Schedule
- Warranty Management Plan
- Staffing Plan
- Subcontract Management Plan
- Risk Management Plan
- Tracking Tool
- Quality Control Plan

M.2.3 Evaluation Factor 3 – Relevant Experience. The Offeror's proposal shall be evaluated on the amount of relevant corporate experience the company/teaming arrangement possesses in the management and operation of a multi-faceted, multiple-location program. Additionally, the Offeror's proposal shall be evaluated on the amount of relevant experience possessed by proposed Key Personnel. The Offeror's corporate experience, as well as experience of proposed Subcontractors and Key Personnel will be evaluated for:

- The degree to which the Offeror's proposal reflects corporate or proposed staff experience identical to, similar to, or related to the requirement
- Evidence that the organization (including Subcontractors) has current capabilities; and for ensuring performance of this requirement:
 - An appropriate mix and balance of education and training of team members
 - Quality and effectiveness insofar as the allocation of personnel and resources

M.2.4 Evaluation Factor 4 - Past Performance. The Past Performance risk evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed Prime Contractor and all proposed Subcontractors. The Prime Contractor and proposed Subcontractors will first be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will conduct a past performance risk evaluation that will be based on the quality, relevance, and currency of the Offeror's past performance, as well as that of its Subcontractors. This evaluation will consider how each Offeror's past performance relates to the probability of successful accomplishment of the required effort. Areas of relevance include:

- Hospital Transition and Activation Services
- Project Management Services
- Comprehensive Equipment Services
- Equipment Provisioning and Associated Services
- Equipment Transition and Relocation Services

- Information Assurance Compliance
- Transition of Government Records and Files
- Formal Testing and Calibration
- Training
- Final Turnover and Close Out

When assessing past performance risk, the Government will focus its inquiry on the past performance of the Offeror and its proposed Subcontractors as it relates to all solicitation requirements. These requirements include all aspects of schedule, performance and supportability, including the Offeror’s record of: 1) conforming to industry best practices; 2) maintaining program execution within budget; 3) adherence to contract schedules, including the administrative aspects of performance; 4) ability to resolve problems quickly and effectively; 5) business-like concern for the interest of its customers; and 6) establishing and maintaining adequate management of Subcontractors.

Offerors are cautioned that in conducting the past performance risk evaluation, the Government may use data provided in the Offeror’s proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the Offerors.

M.2.5 Evaluation Factor 5 – Small Business Participation Plan. All Offerors (both large and small businesses) will be evaluated on the level of small business commitment that they are demonstrating for the services portion of the proposed acquisition (CLINs 0001, 0002 and 0013; 1001, 1002 and 1013; and 2001, 2002 and 2013), and their level of commitment to utilizing small businesses in performance of prior contracts. The following shall evidence small business participation:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b. The extent of commitment to use such firms as outlined in the Small Business Goals below;
- c. The complexity and variety of the work small firms are to perform;
- d. The Small Business realism of the proposal;
- e. Past performance of the Offeror in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business Offerors, FAR 52.219-9, Small Business Subcontracting Plan;
- f. The extent of participation of such firms in terms of the percentage of the total proposed Cost/Price
- g. The extent to which the Offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. The Department of Defense (DoD) has established small business goals as an assistance to assure small business receives a fair proportion of DoD awards.

The goals for this procurement are as follows:

Small Business Goals

Category	Goal
Small Business (inclusive of all categories below)	35% requirement includes % below
<i>Small Non-Disadvantaged Business</i>	(objective) 15%
<i>Small Disadvantaged Business</i>	(objective) 5%

<i>Woman-Owned Small Business</i>	(objective) 5%
<i>Service-Disabled Veteran-Owned Small Business</i>	(objective) 3%
<i>Veteran Owned Small Business</i>	(objective) 3%
<i>Hub-Zone Small Business</i>	(objective) 2%
<i>Historically Black College and Universities/Minority Institutions(HBCU/MI)</i>	(objective) 2%

Each requirement / objective reflects a percentage of the total contract value.

M.2.6 Evaluation Factor 6 – Cost/Price. The Government will evaluate the Offeror's proposed costs for completeness, realism and reasonableness. The Government will review and evaluate the separate cost elements and profit/fee in the Offeror's proposal to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency. The Government will utilize support from the Defense Contract Audit Agency (DCAA) in the cost evaluation to confirm approved proposal rates, forward pricing arrangements and appropriateness of the Offeror's accounting system for accurate cost accounting capability. The Government will independently evaluate specific elements of the Offeror's cost estimate to determine whether the estimated cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's technical approach. The Government will utilize weighted guidelines to analyze the Offeror's profit or fee to determine if it is reasonable in light of the associated risks.

M.3. RATING DEFINITIONS

Five different adjectival ratings will be used.

1. The ratings for Technical Approach, Management Planning, and Relevant Experience will be expressed as an adjectival rating as identified in the table below.

Rating Definitions and Criteria

Rating	Definition and Criteria
Excellent (E)	<p>The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous significant strengths, and no significant weaknesses, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a complete understanding of the requirements.</p> <p>Proposal Risk Level: Very Low</p>
Good (G)	<p>The proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This approach includes significant strengths, and few weaknesses, which collectively can be expected to result in better than satisfactory performance. The solutions proposed are considered to reflect low risk in that they are clear and precise, supported, and demonstrate a clear understanding of the requirements.</p> <p>Proposal Risk Level: Low</p>
Acceptable (A)	<p>The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach has both strengths and weaknesses; however, the weaknesses do not outweigh the strengths and the approach can be expected to result in satisfactory performance. The solutions proposed are considered to reflect moderate risk in that they are for the most part clear, precise, and supported, and demonstrate a general understanding of all the requirements.</p> <p>Proposal Risk Level: Moderate</p>
Marginal (M)	<p>The proposal demonstrates an approach which, while being capable of meeting all requirements and major objectives, may not meet some lesser objectives. Any strengths that exist in the approach are slightly outweighed by existing weaknesses. Collectively, the strengths and weaknesses pose a high risk that the Offeror might fail to perform satisfactorily without significant Government oversight or participation. The proposal either fails to address all risks or the proposed risk mitigation approach is not deemed to be sufficient to manage the risk.</p> <p>Proposal Risk Level: High</p>
Unacceptable (U)	<p>The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has one or more significant weaknesses or deficiencies. Collectively, the strengths and weaknesses are not likely to result in satisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement.</p> <p>Proposal Risk Level: Very High.</p>

2. The following ratings will be utilized in the evaluation of the Small Business Participation Plan Factor:

Small Business (SB) Participation Plan Adjectival Ratings

Rating	EVALUATION CRITERIA				
	Extent of Achievement of RFP SB Participation Objectives	Extent to which SB Participation Goal Rationale Supports Achievement of Successful Overall Contract Performance	Extent to which Corporate/Division SB Participation Goals Satisfy RFP Objectives	Realism of Proposed SB Participation Goals Based on Proposal & Performance Risk	Strengths and Weaknesses
Excellent (E)	Proposed Goals Achieve or Nearly Achieve Almost all RFP Objectives	Extensive & Compelling Rationale for All Proposed Goals	Goals Achieve or Nearly Achieve Almost all RFP Objectives	Highly Realistic	Strengths Far Outweigh Weaknesses
Good (G)	Proposed Goals Achieve or Nearly Achieve Most RFP Objectives, with Meaningful Goals Against Remaining Objectives	Substantive Rationale for Almost All Proposed Goals	Goals Achieve or Nearly Achieve Most RFP Objectives, with Meaningful Goals Against Remaining Objectives	Realistic	Strengths Outweigh Weaknesses
Acceptable (A)	Meaningful Goals Proposed Against Almost all RFP Objectives	Reasonable Rationale for the Majority of Proposed Goals	Meaningful Goals Against Almost all RFP Objectives	Somewhat Realistic	Strengths and Weaknesses Are Offsetting
Marginal (M)	Meaningful Goals Proposed Against Only Several RFP Objectives	Limited Rationale for the Majority of Proposed Goals	Meaningful Goals Against Only Several RFP Objectives	May not be Realistic	Weaknesses Outweigh Strengths
Unacceptable (U)	Failed to Propose Meaningful Goals Against Almost All RFP Objectives	Little or No Meaningful Rationale Provided for Proposed Goals	Goals Fail to Satisfy Almost all RFP Objectives	Not Realistic	Weaknesses Far Outweigh Strengths

1. The following ratings will be utilized in the evaluation of the Past Performance Factor:

Past Performance Risk Rating

Rating	Description
Low Risk	Verification of past performance shows that Offeror consistently meets work schedules, provides specified services, meets contract terms without failure or resolves issues immediately, and has not been defaulted on any contract within the past three years.
Moderate Risk	Verification of past performance shows Offeror meets work schedules and specified services most of the time, meets contract terms without failure or resolves issues immediately, and has not been defaulted on any contract within the past three years.
High Risk	Verification of past performance shows that Offeror has consistently not met work schedules and other obligations, has defaulted on at least one contract within the past three years, or has chronically failed to meet contract terms, or the past performance information provided is not relevant to this requirement.
Unknown Risk	No record of past performance or contact information (telephone, facsimile, or electronic mail address) is available and/or is not valid and/or the points of contact or agencies could not be reached. IAW FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available; the Offeror may not be evaluated favorably or unfavorably on past performance.

2. The following standard definitions will be used in the team evaluations for Technical Approach, Management Planning, Relevant Experience, and Small Business Participation Plan, as applicable to each factor.

Standard Definitions

Term	Standard Definitions
Rating	The evaluators' conclusions (supported by narrative write-ups) identifying the strengths, weaknesses, and deficiencies of an evaluation factor. The ratings for each non-cost/non-price factor will be expressed as an adjective.
Strength	Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.
Significant Strength	A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance. (Precede comments with an (S) if identifying a significant strength.)
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance. (Precede comments with an (S) if identifying a significant weakness.)
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Proposal Risk	Proposal risks are those risks associated with the likelihood that an Offeror's proposed approach will meet the requirements of the solicitation.
Performance Risk	Performance risks are those risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of current or past performance.