

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING 13	PAGE OF PAGES 1   96	
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-09-R-0008	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 05 Feb 2009	6. REQUISITION/PURCHASE NO. W23MWWK8322N111		
7. ISSUED BY US ARMY MEDICAL RESEARCH ACQUISITION ACT DIRECTOR 820 CHANDLER STREET FORT DETRICK MD 21702-5014 CODE W81XWH			8. ADDRESS OFFER TO (If other than Item 7) USA MED RESEARCH ACQ ACTIVITY ATTN: CRAIG ANDERSON 301-619-2702 CRAIG.E.ANDERSON@AMEDD.ARMY.MIL FORT DETRICK MD 21702		CODE W81XWH		
TEL: FAX:			TEL: FAX:				

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

### SOLICITATION

9. Sealed offers in original and 2 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 820 Chandler St, Ft Detrick MD until 04:00 PM local time 06 Mar 2009  
(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 CRAIG ANDERSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-2702	C. E-MAIL ADDRESS craig.anderson@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)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### 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) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Non-Personal Service: Base Year CPFF Scientific and Technical Support services for the U.S. Army, Center for Environment Health Research (USACEHR), Fort Detrick, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. FOB: Destination PURCHASE REQUEST NUMBER: W23MWK8322N111				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contractor Manpower Reporting: Base Year FFP Price associated with the input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in the Statement of Work for this requirement for specific reporting information. FOB: Destination PURCHASE REQUEST NUMBER: W23MWK8322N111				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Non-Personal Service: Option Year 1 CPFF Scientific and Technical Support services for the U.S. Army, Center for Environment Health Research (USACEHR), Fort Detrick, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. FOB: Destination PURCHASE REQUEST NUMBER: W23MWK8322N111				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Contractor Manpower Reporting FFP Contractor Manpower Reporting - Option Year 1.  Price associated with the input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section G - Contract Administration Data - for this requirement for specific reporting information. FOB: Destination PURCHASE REQUEST NUMBER: W23MWK8322N111				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Non-Personal Service: Option Year 2 CPFF Scientific and Technical Support services for the U.S. Army, Center for Environment Health Research (USACEHR), Fort Detrick, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. FOB: Destination PURCHASE REQUEST NUMBER: W23MWK8322N111				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Contractor Manpower Reporting FFP Contractor Manpower Reporting - Option Year 2.  Price associated with the input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section G - Contract Administration Data - for this requirement for specific reporting information. FOB: Destination PURCHASE REQUEST NUMBER: W23MWK8322N111				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001					
OPTION	Non-Personal Service: Option Year 3				

CPFF

Scientific and Technical Support services for the U.S. Army, Center for Environment Health Research (USACEHR), Fort Detrick, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein.

FOB: Destination

PURCHASE REQUEST NUMBER: W23MWK8322N111

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002					
OPTION	Contractor Manpower Reporting				

FFP  
Contractor Manpower Reporting - Option Year 3.

Price associated with the input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section G - Contract Administration Data - for this requirement for specific reporting information.

FOB: Destination

PURCHASE REQUEST NUMBER: W23MWK8322N111

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Non-Personal Service: Option Year 4 CPFF Scientific and Technical Support services for the U.S. Army, Center for Environment Health Research (USACEHR), Fort Detrick, MD. All work accomplished under this contract shall be accomplished via the issuance of Task Orders awarded pursuant to the terms and conditions set forth therein. FOB: Destination PURCHASE REQUEST NUMBER: W23MWK8322N111				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Contractor Manpower Reporting FFP Contractor Manpower Reporting - Option Year 4.  Price associated with the input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section G - Contract Administration Data - for this requirement for specific reporting information. FOB: Destination PURCHASE REQUEST NUMBER: W23MWK8322N111				
				NET AMT	

## Section C - Descriptions and Specifications

### DESIGNATED CONTRACT AUTHORITY

#### **CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY**

A Contracting Officer's Representative (COR) shall be designated by the Contracting Officer to perform technical liaison between the contractor's management and the Contracting Officer in routine technical matters, i.e. prioritization of requirements. Under no circumstances is the COR authorized to effect any changes in the work required under this contract whatsoever, nor to enter into any agreement that has the effect of changing the terms and conditions of this contract, or that causes the contractor to incur any unforeseeable costs. In addition, the COR will not supervise, direct or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to this contract without the prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the contractor, and if invoiced under this contract, will be disallowed.

#### **CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any such changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and is solely the risk of the contractor.

### PERFORMANCE WORK STATEMENT

#### **1. Background:**

The Contractor will support the research and technical programs of the US Army Center for Environmental Health Research (USACEHR) located on Fort Detrick in Frederick, Maryland. USACEHR is a subordinate organization of the US Army Institute of Chemical Defense within the US Army Medical Research and Materiel Command (USAMRMC). The mission of the U.S. Army Center for Environmental Health Research is to plan, direct, and conduct research development, testing, and validation for occupational and environmental health surveillance (OEHS) and the development of environmental monitoring technologies in support of Force Health Protection.

USACEHR conducts basic and applied medical research in support of its mission and the Army Surgeon General's responsibility to protect public and service member health from the environmental/occupational effects of military, industrial and training operations and to protect deployed military and civilian personnel from health hazards associated with environmental contamination present in the deployment area. The USACEHR's research goals are aimed at developing new methods and materiel for use in the health risk assessments of Soldiers potentially exposed to environmental contaminants. The primary research areas are biomonitoring, biomarker discovery and exploitation, and alternative test methods for toxicant detection and evaluation, with particular emphasis upon the use of non-mammalian animal models, novel cell and tissue-based systems, and use of both toxicogenomics and proteomics technologies.

USACEHR is organized under the Office of the Commander, into an Administrative Division and a Research Division. The Research Division is directed by the Science and Technology Director who oversees research Program Managers and Principal Investigators. Program funding is primarily Research, Development, Test and Evaluation (RDT&E - Army) Program 6.2, 6.3 within the Military Operational Medicine Research Program of the USAMRMC.

## 2. Objective:

The objective of this requirement is to provide, on a task order basis, research, technical, scientific administrative support to the USACEHR or other designated federal civilian or DOD agencies. The greater part of this work will be performed on-site at Fort Detrick, Frederick, Maryland. Some work may be anticipated at other Government facilities, including Army installations. Additional work may also be conducted at sites in which USACEHR research is being conducted pursuant to Cooperative Research and Development Agreements (CRDA) and other official agreements.

## 3. Key Personnel and Areas of Expertise:

Following positions are considered key personnel for the initial period of this contract:

- Aquaculture Specialist
- Biological Science Technician (Aquaculture)
- Molecular Biologist (2)
- Technical Writer

These individuals shall have the following qualifications:

Aquaculture Specialist and Biological Science Technician shall have experience in successful operation and maintenance of an AAALAC accredited research aquaculture facility for both fish and amphibians as demonstrated by previous work history, military or academic experience, and professional credentialing agency certification (AALAS). Current inventories include zebrafish, medaka, bluegills, and frogs (*Xenopus tropicalis*). Biological Science technician will have experience in the execution of long-term aquatic exposure studies. Specific requirements and regular activities of these positions are identified in paragraph 4.2.a.

Molecular Biologist positions require bachelor or masters level degrees in a related field and demonstrated competence in advanced and complex molecular biology techniques such as RNA isolation, qPCR, cDNA production, genomic analysis, proteomics, ELISA, proteomics, and cell culture. Individuals must be capable of independently executing scientific protocols, assembling and analyzing data, and preparing material for publication as given in Section 4. Specific requirements of the research program are identified in paragraph 4.2.b-c.

## 4. TASKS, ADMINISTRATIVE AND TECHNICAL SUPPORT:

### 4.1 General Elements of Performance

a. The contractor shall furnish the necessary personnel, facilities, equipment, supplies and management to accomplish deliverables which will be identified as a Task Order at the time of request for administrative and technical support.

b. The Contractor, as an independent contractor and not as an agent of the Government, shall provide the personnel and materials (except those furnished by the Government) needed to accomplish tasks of the type set forth herein, in support of USACEHR research efforts. Since much of the work requires specialized facilities, equipment and procedures, as well as regular interaction with USACEHR scientists, Contractor personnel will generally be required to work on-site at Fort Detrick for extended periods of time and on a full-time basis. Contractor personnel working on-site may be required to complete local and on-line training related to information assurance, force protection, physical security, and other Army/Department of Defense requirements as provided to the general Fort Detrick and USAMRMC work force population.

- c. The Contractor shall assure that Contractor personnel are familiar with and observe all safety regulations and Standing Operating Procedures established to cover work within the Center and that such personnel take part in any safety and mission-specific training deemed necessary by USACEHR. Contractor personnel shall comply with all occupational health practices, including immunizations (tetanus, Hep B and other immunizations are required for work with human primary cell lines), required for USACEHR laboratory personnel. Contract employees will use their own designated physician to acquire the health information required by OSHA statutes and to satisfy requirements for laboratory animal care and use accreditation (AAALAC and DoD). The Contractor shall maintain an independent Occupational Health Surveillance Plan and occupational health records for all employees. The following position titles currently require physicals: Biologist, Biological Science Technician, Molecular Biologist, Chemist, Aquaculture Specialist and Toxicologist. The Contractor shall provide evidence of qualifying employee physicals within six months of the date of contract commencement and every three years thereafter.
- d. In situations where Contractor personnel are working on-site at the USACEHR, the Contractor shall designate a primary supervisor for day-to-day communications and responsibility for Contractor personnel.
- e. The Contractor may perform searches of the technical literature and may be requested to provide support in document acquisition and translation. The Contractor shall participate in development and preparation of research scopes of work, animal-use and research protocols and standing operating procedures as needed in the planning and execution of research.
- f. The Contractor may be required to perform laboratory procedures, testing and research protocols in the general areas of analytical chemistry, biochemistry, molecular biology and toxicology (toxicogenomics), toxicology, biomarkers of exposure and effects, aquatic biology, biomonitoring and remote monitoring of contaminated areas, fate and effects of environmental contaminants, exposure assessment, human and ecological risk assessment and model development, and other related areas. Methods may be of a routine nature or may involve specialized procedures. A part of the research may consist of the development of new procedures or methods. It is expected that part of the work for some tasks may involve use of radioisotopes. Experience and certification in Radiation Safety relative to handling such materials may be required for some Contractor personnel. The work may require using hazardous chemicals. The work may require experimentation with animals including dissection. The Contractor shall perform maintenance of laboratory animals and cellular organisms at USACEHR facilities. Specific expertise in maintenance and husbandry of aquatic and amphibian species maintained by USACEHR is required.
- g. In situations in which the Contractor is required to work on-site, a part of USACEHR laboratory space and office space will be identified for Contractor use. Exclusive use facilities and equipment may not be available to contract personnel, but work areas, facilities, equipment/instrument access shall be provided consistent with research requirements. Where practicable, and not otherwise addressed by the task order Performance Work Statement, Contractor staff shall have designated equipment and work areas. Contractor personnel are expected to contribute to general laboratory area maintenance and to maintain individual work areas in clean and organized fashion.
- h. The Contractor shall prepare, edit and complete technical reports, manuscripts, annual reports and other technical documents, including oral reporting and briefing materials, as required. This may require the ability to generate detailed graphics and to utilize other current audio-visual presentation software and technologies. The Contractor shall additionally support USACEHR's technology transfer and marketing activities through briefings and scientific presentations, as requested. The Contractor may review both intramural and extramural technical research proposals, reports, manuscripts, and other scientific documents as requested.
- i. A record of all laboratory procedures shall be kept in authorized laboratory notebooks or approved addenda in accordance with USACEHR procedures and applicable Army Regulation AR 27-60 Intellectual Property (1 June 1993) and USACEHR Memo 27-1, Laboratory Notebooks. While the Contractor may retain a copy of Contractor-generated material in such notebooks, the notebooks themselves and all associated data and addenda shall be the property of the Government to be logged and archived as such in accordance with USACEHR procedures. Authority for use or publication of data and information developed under this contract for any purpose other than that explicitly identified herein is retained by the government.

j. The Contractor shall in some cases be responsible for identifying supplies and equipment needed for the conduct of Contractor work. Authority to approve purchase of such supplies and equipment shall rest with the Government, but the Contractor may be authorized to execute the actual purchase when it is to the Government's advantage. Materials and equipment purchased with funds allotted to this Contract or provided for execution of this Contract shall become the property of the Government and subject to government property control and accountability requirements.

k. Additional requirements under this contract include research-related work assignments prepared by USACEHR that may require use of outside expertise or facilities outside of USACEHR or Contractor capabilities. This may require the Contractor to engage outside agencies or sub-contract for services, facilities and capabilities. Services, not anticipated as full-time personnel requirements, may include statistician support for design and analysis of research protocols, meeting coordination and support, preparation of white papers by outside experts, technical writing and other research support functions not specifically listed here.

#### 4.2 Current Program Support Areas – Types of Work

a. The USACEHR conducts research, development, testing and evaluation activities that involve the use of a number of non-mammalian aquatic species as animal models. This research requires the establishment, maintenance and renewal of aquatic organism cultures, operation of testing facilities for exposure to chemical toxicants under a variety of conditions, and operation of a water treatment facility to ensure that culture and test waters are of uniform and acceptable quality. All routine activities, including preparation of periodic reports, are performed according to USACEHR standing operating procedures (SOPs). Coordinate and schedule organism colony renewals and husbandry to provide sufficient organisms to meet the needs of researchers. Provide periodic (e.g., monthly) reports on the status of all aquacultured organisms. Facility operation must meet accreditation requirements of the Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC). Organisms to be maintained in culture include but are not limited to medaka, bluegill, zebrafish, *Xenopus* frogs, daphnids and algae. Duties include feeding the organisms and maintaining live food sources (e.g., protozoans, microworms, algae and brine shrimp), tank and glassware cleaning, maintenance and housekeeping in animal rooms, set-up and take-down of tanks, ordering supplies and equipment in a timely fashion to prevent shortages, shipping and receiving organisms and providing proper quarantine procedures, developing new aquaculture procedures as needed, and fabricating simple items such as specialty test chambers. Use of some equipment such as a plate glass cutter or drill for glass tanks or rubber stoppers is required. Monitor operation of well water facilities and notify maintenance staff immediately of malfunctions. Conduct daily, weekly or other periodic water quality sampling and measurement as required, using wet chemical methods or water quality equipment, such as meters, probes and recording devices to measure parameters such as temperature, pH, dissolved oxygen, conductivity, ammonia, alkalinity and hardness. As needed, construct, operate and maintain the aquatic toxicity testing facility fixtures and equipment, including apparatus such as flow-through proportional diluters, peristaltic pumps, etc. Assist in toxicity test performance and maintenance. This work may require handling of toxic or otherwise hazardous chemical solutions. Modify tanks or adapt specialized equipment to toxicity testing needs. Clean tanks and equipment to remove chemicals used in testing. Facility maintenance must meet AAALAC requirements.

b. The USACEHR is developing novel systems for biomarker discovery and exploitation based on non-mammalian and in vitro toxicity test models including *Xenopus* frogs, the nematode *C. elegans*, zebrafish, and cultured mammalian cells, but additional study systems, including mammals may be introduced in the future. Proteomic, genomic, molecular biological, biochemical, and in silico methods are being utilized in this effort. Current technologies in use encompass DNA microarrays, qPCR, chromatography and protein mass spectrometry, immunological methods, and mammalian cell culture. All routine activities, including preparation of periodic reports, are performed according to USACEHR SOPs. Carry out research largely independently on a day-to-day basis using one or more model systems and technologies. Develop new laboratory methods, introduce new technologies to the program, and adapt existing techniques to the equipment and project at hand. Perform sophisticated molecular studies on RNA, DNA and proteins extracted from cultured cells, liver and other tissues of the above model organisms and possibly from others as the program develops. Maintain notebooks and databases of

all experiments and be responsible for data interpretation and statistical analysis. Analyze data using complex software. Prepare presentations for laboratory and scientific meetings; prepare manuscripts for presentation of results in scientific journals, and assist co-authors in preparing papers containing their significant contributions. Access and utilize the scientific literature to establish and modify methods, support protocol preparation and approval, design studies, and prepare manuscripts and presentations.

c. The USACEHR has an Interagency Agreement with the U.S. Environmental Protection Agency (EPA) to develop a protocol that is suitable to detect the potential for endocrine disrupting agents to cause adverse effects on the reproductive and thyroid endocrine systems of the anuran frog, *X. tropicalis*. This test protocol is needed by EPA to meet a requirement for an amphibian reproduction test in Tier 2 of their endocrine disrupting chemicals testing program. The development of the test requires optimizing frog husbandry parameters under conditions suitable for exposure experiments, development of endpoints for use with frogs for detection of reproductive and other systemic effects associated with endocrine system disruption, and design and testing of the performance of the protocol. Provide expertise for routine conduct of the project. Meet all frog husbandry requirements for the conduct of this project and other closely related exposure experiments involving environmental chemicals that are not endocrine-active. Conduct the experiments necessary to design the draft test protocol, including optimizing frog husbandry parameters under conditions suitable for exposure experiments, sampling of blood and tissues needed for endpoint evaluations and hormone assays, development of endpoints for use with frogs for detection of reproductive and other systemic effects associated with endocrine system disruption, development and use of relevant hormone assays, statistical analyses of experimental results, and assist the PI in design of the draft test protocol. Endpoints will include histopathological evaluation of effects on reproductive and thyroid-dependent tissues. Conduct evaluations of the performance of the draft test protocol using selected endocrine disrupting agents in the USACEHR facilities. Prepare reports of progress for submission to EPA. Prepare required information for submission for ICVAAM approval of the protocol.

d. Requirements for Contractor support may include the Environmental Sentinel Biomonitor (ESB) Program. The USACEHR is conducting research, development, testing and evaluation of ESB systems to rapidly identify toxicity associated with industrial chemicals and materials (TICs and TIMs). Previous USACEHR-developed ESB technology includes an automated biomonitor that evaluates fish ventilatory and movement information for signs of developing toxicity in water. Current research involves developing new toxicity sensing elements, such as more field-deployable cell- and enzyme-based sensors. All routine activities, including preparation of periodic reports, are performed according to USACEHR SOPs. Examples of possible Contractor tasks in the ESB area include tracking ESB-related literature and maintaining a sensor database to facilitate review and down-selection of available biomonitoring technologies and assisting in the development and testing of novel enzyme-, cell-, tissue-, or whole-organism-based toxicity sensors. Work may include on-line chemical analysis equipment to help provide an indicator of the need for ESB testing and conducting tests to determine the sensitivity and specificity of ESB systems. Test substances may involve single chemicals, complex mixtures or field-testing of water samples. The Contractor may set up and perform tests, analyze results and prepare reports. Technology may require cell or tissue culture techniques. Exposure concentrations will be measured (e.g., using gas chromatography or high performance liquid chromatography), and analytical chemistry method development may be required. The Contractor may assist in the deployment and testing of ESB systems in field environments; test situation scenarios might include domestic water treatment plants or overseas-deployed units at fixed facilities.

## **5. Contracting Officer's Representative Authority**

Contracting Officer's Representative (COR) shall be designated by the Contracting Officer to perform technical liaison between the contractor's management and the Contracting Officer in routine technical matters, i.e., prioritization of requirements. Under no circumstances is the COR authorized to effect any changes in the work required under this contract whatsoever, or to enter into any agreement that has the effect of changing the terms and conditions of this contract, or that causes the contractor to incur any unforeseeable costs. In addition, the COR will not supervise, direct or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to this contract without the prior written authorization of

the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the Contractor, and if invoiced under this contract, will be disallowed.

## **6. Contracting Officer's Authority**

The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any such changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and is solely the risk of the Contractor.

## **7. Personnel**

All proposed personnel to perform services under this requirement must be United States citizens and possess a favorable national agency check (NACI). The Contractor will be prohibited from hiring foreign nationals to work on this award.

Concurrent with assignment, individuals will require access to government computers and must possess a National Agency Check with Local Agency and Credit Check (NACLC). Additional individual security clearance verifications for access / reviewing of sensitive documents will be identified in Task Order proposals.

Individuals must be physically capable of executing all elements of the position in a laboratory setting, working with animals/animal tissues, and properly wearing/employing all required Personal Protective Equipment for laboratory and animal care work. Although in-house research utilizes aquatic species, current collaborative and future work may require work with mammals (e.g. rats, mice) and tissues.

Contractor personnel, with the exception of animal care personnel, will generally perform work during the normal duty hours and work schedule of USACEHR (between 0700 and 1700 daily). Animal care requirements and facility monitoring is a seven days per week requirement. Cell culture maintenance and research requirements may require extended work days, weekend and holiday work. Coordination for contract support to the animal and culture facilities during unscheduled closure of government facilities supporting this contract award will be in accordance with USACEHR Policy Memorandum 2005-05, Essential Personnel to Support Animal Care Requirements during Inclement Weather. Access to USACEHR facilities for non-essential personnel may be restricted based on guidance from the installation for inclement weather and other contingencies as determined by the installation or USACEHR Commander. Reporting of contract personnel, with the exception of animal care personnel, should generally follow that for USACEHR administrative and technical personnel government employees on Fort Detrick, to include scheduled and unscheduled government holidays. General laboratory work and hazardous procedures above minimal risk will not be performed unless other USACEHR workers are present and available in the immediate work area. Facility access outside of normal work hours must be approved in advance by the COR.

## **8. Government Furnished Property**

The government shall make available to the Contractor the necessary office equipment and facility support services. Contractor shall be liable for loss and or damage to government property provided to contract employees resulting from negligence or misuse. Contractor employees will safeguard all keys, electronic access badges/cards and codes to government facilities/systems/equipment. Contractor may be held responsible for replacement costs of such materials and/or remediation required due to loss of access control keys and badges. All materiel and equipment held by individual Contractor employees will be returned to the government on termination of the contract and/or individual employment at USACEHR.

**9. Quality Assurance Surveillance Plan (QASP)**

The Government will monitor the contractor's performance under this contract. The Government retains the rights provided in FAR 52.246-5.

QASP**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)  
FOR USACEHR TECHNICAL SUPPORT AND SERVICES****Quality Assurance Surveillance Plan (QASP)**

The following performance requirements will be used to measure the performance of the Service Provider (contractor). The Contracting Officer's Representative (COR) will monitor contractor performance as stipulated in the Task Order under the performance based task assignments.

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

The Government reserves the right to modify the QASP via a bilateral contract modification signed by both the contractor and the Contracting Officer (CO).

Task Orders issued under this contract may also include QASPs.

Task	Standard	Assurance Quality Level (AQL)	Surveillance Method
5.1 Provide Technical Support	Research is implemented with high quality, within budget and meeting mission timelines.	Services will be provided to the level of quality necessary to effectively implement the research mission, meeting mission timelines, and within the agreed budget. Critical positions are filled promptly with qualified personnel.	COR reviews research outputs for compliance with mission and regulations. Services are summarized in monthly invoices and reviewed by the COR and through Customer feedback
5.1.1 Provide Technical Support (Sub-contracted efforts)	Sub-contracted studies and services are obtained from qualified sources, meeting mission requirements, in timely fashion, and within budget.	Services not within the immediate capacity of the contractor will be sub-contracted to entities providing the level of quality necessary to effectively implement the research mission, meeting mission timelines, and within the agreed budget.	COR reviews research outputs for compliance with mission and regulations. Services are summarized in monthly invoices and reviewed by the COR and through Customer feedback
5.1.2 Provide Technical Support (Materiel and Supplies)	Supplies and equipment essential to the mission of conducting basic and product development research are obtained in a cost effective and timely manner and within agreed upon estimates.	Generally, materiel and supplies will be obtained through government purchasing and requested in a timely fashion to support research requirements. For supplies authorized for direct purchase by the contractor, cost does not exceed estimated cost and is procured in a timely fashion. Supplies and equipment meet all required specifications to fulfill the research mission within regulatory requirements. Contractor will not request direct purchase authority to circumvent government purchasing requirements.	COR reviews receiving reports, invoices, and Customer feedback.
5.1.3 Provide Technical Support (Collaboration)	Collaboration with Principal Investigators, other government employees, and contractors resulting in successful execution of the USACEHR mission requirements.	Contractor personnel will interact in a positive manner with other contractors, USACEHR employees, and others working within or supporting the activities of the organization to support the USACEHR mission. For facilities, equipment and assets not within the exclusive use of the contractor, contractor personnel will coordinate through responsible PIs for access to assets required to meet research requirements. Scheduling, communication and coordination of requirements and maintenance considerations will be incorporated in daily and long-term planning for research in USACEHR's shared facilities. Contractor supervisory personnel will maintain regular communication with Principal Investigators and the COR regarding the status of efforts, scheduling, and requirements.	COR and customer feedback.

Task	Standard	Assurance Quality Level (AQL)	Surveillance Method
5.1.4 Provide Technical Support (Training)	The Contractor shall ensure that support personnel receive appropriate training to maintain their skills and certifications necessary to provide the required services throughout USACEHR and meet Command, Army, and DoD, and accrediting agency requirements.	Contractor personnel will successfully complete all government required training in timely fashion. Generally, such training is provided locally or in an on-line format. Contractor shall insure personnel maintain appropriate training and credentials to meet accreditation (e.g. AAALAC) and regulatory requirements. For non-government directed training, training must be coordinated in advance with the COR and then approved by the COR prior to the Contractor incurring any cost. Training costs must be within the budget.	Review of training records by COR as required. Accreditation and survey reports.
5.2 Provide Animal Husbandry and Care and Animal Facility Maintenance	Provide animal husbandry and care to support animal studies (aquatic species) with appropriate numbers of suitable, healthy, age-cohort animals and to maintain the USACEHR animal care facilities.	Services will be provided to effectively implement the research mission, maintain husbandry stocks, meet AAALAC accreditation requirements, maintain the function and cleanliness of the facility, and insure the daily well-being and health of the animals. Contractor is responsible for 365d/yr animal care requirements, critical systems and equipment monitoring, and emergency response to support animal welfare and supporting facilities requirements.	COR and customer feedback. Assessment by attending veterinarian and IACUC. AAALAC accreditation. Review of animal logs, equipment records, access logs. Facility inspections.
5.3 Provide Statistical Support Services	Provide statistical services on request to support design, implementation, analysis, and reporting for research protocols.	All statistical services will be complete and support protocol requirements, customer requirements for publication in scientific journals, IACUC review requirements, and applicable regulatory standards. Study design models and analyses will be annotated for application to similar requirements with limited supplemental support required. Statistical analyses will be complete and in presentation format for publication.	COR and Principal Investigator will review experimental designs and analyses. Acceptance of data by entities performing regulatory reviews and/or acceptance of statistical products by scientific journals for publication.
5.4 Provide Meeting Support	Provide meeting organization and support services on request to facilitate set-up, preparation of meeting materials, recording and transcription of proceedings.	Services will be provided to efficiently conduct meetings and reviews and to produce reports and records of proceedings suitable for publication as technical reports in DTIC.	COR and customer will assess product reports and proceedings for completeness, accuracy, format, readability and organization.
5.5 Provide Technical Writing Support	Provide technical writing support on request to assist and expedite preparation of manuscripts and reports from the scientific efforts of the laboratory, for laboratory work performed by either contractor personnel or other USACEHR investigators.	Given example formats, representative publications, protocol information and research findings, prepare manuscripts that are essentially complete- minus data interpretation – for editing by USACEHR principal investigators.	Customers, typically principal investigators, will assess product manuscripts. Timeliness, accuracy, and completeness are key elements as the organizational goal is to move completed laboratory efforts to publication.

Task	Standard	Assurance Quality Level (AQL)	Surveillance Method
5.6 Arrange and Fund Travel for Contract Personnel	The Contractor shall arrange for travel of support personnel at the request of the COR for training or mission requirements. Contractor must provide an invoice for all travel expenses, and if requested copies of receipts.	Travel will be arranged in accordance with requests and specifications of the COR. Travel arrangements will minimize costs to the government and meet mission requirements. Travel costs will not exceed amounts reimbursable to government employees under the JFTR plus allowable overhead and fees.	COR review of invoices for travel costs to ensure that amounts meet stipulations and are properly supported by receipts.

#### ADDITIONAL INFORMATION

##### ORDERING PERIOD

The Government may issue orders under this contract from the date of contract award through 60 months thereafter, if option periods are exercised. The period of performance is 78 months from date of award; i.e., a task order issued on the last day of the ordering period may have up to an 18 month period of performance.

##### AVAILABLE AND ALLOTTED FUNDS

The base contract is not funded. Funds will be allotted on Task Orders written against this contract. Some orders under this contract may be incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. If the order is incrementally funded, the FAR clause will be included on each order, as applicable.

This solicitation is for a single award, indefinite delivery indefinite quantity (IDIQ) contract.

**This solicitation/RFP and any resulting contract is a 100% Small Business Set-Aside (See FAR 52.219.6) Any non-Small Businesses that do not fall under the RFP NAICS Code are not eligible for contract award.**

The incumbent contractor is:

Science Applications International Corporation, Newton MA

Previous Contract Number: W81XWH-04-D-0007

The contract had approximately 19 task orders issued with approximately five (5) FTE's.

Total contract was estimated at \$4,800,000.00.

#### Solicitation Questions

Questions concerning the proposal are due no later than 2:00 PM Eastern Standard Time, on 16 February 2009. Questions shall be submitted to [craig.e.anderson@amedd.army.mil](mailto:craig.e.anderson@amedd.army.mil) and to [ethan.mueller@amedd.army.mil](mailto:ethan.mueller@amedd.army.mil) by this closing date and time, and no questions shall be addressed after

this cutoff period. Offerors shall submit one set of questions only; multiple emails shall not be accepted. An Amendment to the solicitation will be submitted addressing the answers.

## CLAUSES INCORPORATED BY FULL TEXT

### **CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES) (OCT 2007) (USAMRAA)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk number is 703-377-6199 for any technical questions. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

### **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 for the term of the contract.

### **SAFEGUARDING PROPRIETARY INFORMATION (MAY 1999) (USAMRAA)**

a. "Proprietary information" shall mean all information, whether disclosed orally, in writings, by drawings, or otherwise relating to the work to be performed under this contract, whether proprietary to the Government or one of its collaborating partners. Proprietary information includes, but is not limited to, information regarding properties, formulae, structures, manufacturing processes, and test results. Information ceases to be proprietary when it is generally available to the public or is available from sources other than the Department of the Army. All information submitted to the contractor under this contract shall be presumed to be proprietary to the Department of the Army or one of its collaborating partners until the Department of the Army announces to the contrary.

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

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

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

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

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

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

Name:

Date:

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

#### **CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)**

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

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

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

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

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

## Section D - Packaging and Marking

SPECIAL INSTRUCTIONS

## CONTRACT REPORTS AND DOCUMENTATION PACKAGING AND SHIPPING

All reports and other documents required under this contract shall be shipped utilizing packaging that is in accordance with the Contractor's standard commercial practice, providing adequate protection against deterioration, damage in transit, and unauthorized intrusion. All shipping or mailing containers shall be marked showing the contract number and the appropriate destination.

## PACKAGING AND MARKING OF CLASSIFIED ITEMS:

CONFIDENTIAL OR SECRET MATERIAL will be packed to conceal it properly and avoid suspicion as to contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION WILL APPEAR IN INTERNAL MARKING (See Paragraph 17 of the Industrial Security Manual for Safeguarding Classified Information, DOD 5220-22-M)

CONFIDENTIAL OR SECRET documents will enclosed in two (2) opaque envelopes or covers. The inner envelope or cover containing the documents being transmitted will be clearly marked on the front and back of the inner container. The classified documents will be protected from direct contact with the inner cover by a cover sheet or by folding inward. For SECRET documents, a receipt form identifying the addresser, addressee, and documents will be enclosed in the inner envelope. CONFIDENTIAL documents will be covered by a receipt only when the sender deems it necessary. The inner envelope or cover will be enclosed in an opaque outer envelope or cover. The classification markings of the inner envelope will not be detectable. The out envelope will be addressed, return addressed, and sealed. NO CLASSIFICATION MARKING WILL APPEAR ON THE OUTER ENVELOPE OR COVER.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government

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

SPECIAL INSTRUCTIONS

## DELIVERABLES:

## 1. SPECIAL REPORTING REQUIREMENTS

Summary reports and supporting information/data for periodic progress reports, as requested by USACEHR principal investigators and contracting officer/contracting officer's representative, for publication, completeness of the research records, submission of progress reports, and verification of performance under the contract and other administrative requirements.

Personnel

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

The contractor agrees that during the contract performance period substitution for Personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer.

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume for the proposed substitute(s), and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution(s). All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof. Substitutions shall not result in an increase cost to the government, unless specifically approved by the Contracting Officer.

Key Personnel

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

The contractor agrees that during the contract performance period substitution for Key Personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, termination of employment or medical determination preventing performance of duties as described below. In any of these events, the contractor shall promptly notify the Contracting Officer.

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

Any employee promotion or individual rate increase that will involve the increase in cost to this contract or result in a reduction of available effort must be approved by the Contracting Officer.

PERIOD OF PERFORMANCE

The period of performance for work efforts ordered under this contract shall be specified in each order issued. Orders may be written from the effective date of the contract through the 60<sup>th</sup> month, if all options are exercised, and shall not require performance beyond the 78<sup>th</sup> month.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-APR-2009 TO 19-APR-2010	N/A	USA CTR FOR ENVIRONMENTAL HEALTH RESEARC COMMANDER 568 DOUGHTEN DRIVE FORT DETRICK MD 21702-5010 FOB: Destination	W23MWK
0002	POP 20-APR-2009 TO 19-APR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK
1001	POP 20-APR-2010 TO 19-APR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK
1002	POP 20-APR-2010 TO 19-APR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK
2001	POP 20-APR-2011 TO 19-APR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK
2002	POP 20-APR-2011 TO 19-APR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK
3001	POP 20-APR-2012 TO 19-APR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK
3002	POP 20-APR-2012 TO 19-APR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK
4001	POP 20-APR-2013 TO 19-APR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK
4002	POP 20-APR-2013 TO 19-APR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MWK

## 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

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property)", are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
  - (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
  - (3) Quantity.
  - (4) Unique Item Identifier (if available).
  - (5) Accountable Contract number.
  - (6) A statement indicating current or future need.
  - (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
  - (8) All known interests in commingled property of which the Government property is a part.
  - (9) Cause and corrective action taken or to be taken to prevent recurrence.
  - (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
  - (11) Copies of all supporting documentation.
  - (12) Last known location.
  - (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
  - (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
  - (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative

maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage,

destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121<sup>st</sup> day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other

Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words ``Government" and ``Government-furnished" (wherever they appear in this clause) shall be construed as ``United States Government" and ``United States Government-furnished," respectively.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### **TASK/DELIVERY ORDERS - ALTERNATE II (DEC 2006) (USAMRAA)**

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

b. Cost proposal which sets forth all costs associated with furnishing the required services, including cost or price data.

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

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

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

(4) Following the conclusion of negotiations, the Contracting Officer will issue a fully executed Task/Delivery Order, containing all agreed-to terms and conditions, specifying the task to be performed, special reporting requirements and total estimated cost and fixed fee. The contractor shall in no event exceed the total estimated cost of the Task/Delivery Order (see FAR 52.232-20 and 52.232-22)

Whenever it appears to the contractor that the actual cost to complete any task may exceed the estimated cost of such task, the contractor shall immediately, and in no event later than the incurrence of 75% of the estimated task cost, notify the Contracting Officer in writing and furnish a revised estimate for the completion of the task. The contractor shall not incur costs to perform work under any specific task in excess of the cost estimate authorized for the task until the Contracting Officer notifies the contractor in writing that such amount has been increased. Issuance of a task order is not authorization for the contractor to incur costs in excess of the funds obligated to-date under the contract.

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

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

The ceiling price of this contract is to be determined at contract award. The contractor agrees that the work performed under this contract shall be accomplished within the specified ceiling price. Unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased and the amount of the increase, any costs incurred in excess of the ceiling price shall be borne by the contractor. The contractor's attention is directed to Section  G  of this contract, entitled "Task/Delivery Orders". Contractor entitlement to the monies specified as the contract ceiling is derived solely from the issuance and successful performance of task/delivery orders against that ceiling amount.

#### **VOUCHERS (DEC 2006) (USAMRAA)**

- a. The Contractor shall submit an original and one copy of public vouchers (SF 1034), with supporting documentation, not less frequently than monthly to the Contract Specialist and the Contracting Officer's Representative (COR) for review and forwarding for payment.
- b. All vouchers shall state the total amount claimed and the subtotals claimed, by category. The Government will make payments to the Contractor in amounts determined to be allowable by the Contracting Officer in accordance with the FAR clause at 52.216-7, Allowable Cost and Payment. For instance, travel costs shall include, as a minimum: date and place (city, town, or other similar designation) of the expenses; purpose of the trip; name of person and that person's title or relationship to the contractor, number of trips, public carrier rates, per diem costs, incidental costs, etc.
- c. Cumulative totals of expenditures in each category shall also be shown.
- d. Each voucher submitted must state the period of performance. Each voucher submitted must request payment for only those man-hours or cost expenditures incurred in that period.
- e. The Contracting Officer shall be notified immediately in the event a budget category is expected to deviate from the negotiated budget.
- f. The completion voucher shall be submitted by the Contractor to the Contract Specialist.

#### **GOOD LABORATORY PRACTICES (DEC 2006) (USAMRAA)**

The conduct of studies on investigational new drugs or devices shall comply with the GOOD LABORATORY PRACTICE (GLP) FOR NONCLINICAL LABORATORY STUDIES regulations 21 CFR 58. The contractor shall notify the Administrative Contracting Officer by telephone immediately upon announcement by a representative of the Food and Drug Administration (FDA) of an inspection of studies performed under this contract. In addition to the FDA representative, the Contracting Officer's Representative (COR) shall have access to the contractor's records and specimens. With reference to paragraph 58.195(h) of the GLP regulations, the contractor shall notify the COR in writing in addition to the FDA, should the contractor go out of business and/or transfer the records during the periods prescribed in paragraph 58.195. On expiration or termination of the contract, the contractor shall notify the COR of any remaining unused test articles.

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

- a. "Misconduct" or "Misconduct in Science" is defined as fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.
- b. Contractors shall foster a research environment that prevents misconduct in all research and that deals forthrightly with possible misconduct associated with research for which U.S. Army Medical Research and Materiel Command funds have been provided or requested.
- c. The contractor agrees to:
  - (1) Establish and keep current an administrative process to review, investigate, and report allegations of misconduct in science in connection with research conducted by the contractor;
  - (2) Comply with its own administrative process;

- (3) Inform its scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures;
- (4) Take immediate and appropriate action as soon as misconduct on the part of employees or persons within the organization's control is suspected or alleged; and
- (5) Report to the Administrative Contracting Officer (ACO) a decision to initiate an investigation into possible scientific misconduct.

d. The contractor is responsible for notifying the ACO of appropriate action taken if at any stage of an inquiry or investigation any of the following conditions exist:

- (1) An immediate health hazard is involved;
- (2) There is an immediate need to protect Federal funds or equipment;
- (3) A probability exists that the alleged incident will be reported publicly; or
- (4) There is a reasonable indication of possible criminal violation.

#### **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.

#### **REPORTS, MANUSCRIPTS AND PUBLIC RELEASES (DEC 2006) (USAMRAA)**

a. Contractors are encouraged to publish results of research supported by the US Army Medical Research and Materiel Command (USAMRMC) in appropriate media forum. Any publication, report or public release, which may create a statutory bar to the issuance of a patent on any subject invention, shall be coordinated with appropriate patent counsel.

b. Manuscripts intended for publication in any media shall be submitted to the Contracting Officer and Contracting Officer's Representative (COR), simultaneously with submission for publication. Review of such manuscripts is for comment to the Principal Investigator, not for approval or disapproval. Courtesy copies of the reprint shall be forwarded to the Contracting Officer and COR, even though publication may be subsequent to the expiration of the contract.

c. The Contractor shall notify the Contracting Officer of planned news releases, planned publicity, advertising material concerning contract work, and planned presentations to scientific meetings, prior to public release. This is not intended to restrict dissemination of research information but to allow USAMRMC advance notice in order to adequately respond to inquiries.

d. Manuscripts, reports, public releases and abstracts, which appear in professional journals, media and programs, shall include the following statements:

(1) "This work is supported by the US Army Medical Research and Materiel Command under Contract No. \_\_\_\_\_"

(2) "The views, opinions and/or findings contained in this report are those of the author(s) and should not be construed as an official Department of the Army position, policy or decision unless so designated by other documentation."

(3) As applicable, if the research involves the use of animals, the Contractor must include the following statement: "In conducting research using animals, the investigator(s) adhered to the Animal Welfare Act Regulations and other Federal statutes relating to animals and experiments involving animals and the principles set forth in the current version of the Guide for Care and Use of Laboratory Animals, National Research Council."

(4) As applicable, if the research involves human use, the Contractor must include the following statement: "In the conduct of research where humans are the subjects, the investigator(s) adhered to the policies regarding the protection of human subjects as prescribed by Code of Federal Regulations (CFR) Title 45, Volume 1, Part 46; Title 32, Chapter 1, Part 219; and Title 21, Chapter 1, Part 50 (Protection of Human Subjects)."

(5) As applicable, if the research involves the use of recombinant DNA, the Contractor must include the following statement: "In conducting work involving the use of recombinant DNA the investigator(s) adhered to the current version of the National Institutes of Health (NIH) Guidelines for Research Involving Recombinant DNA Molecules."

#### **GOVERNMENT-FURNISHED PROPERTY/ MATERIEL (MAR 1999) (USAMRAA)**

- a. Pursuant to the Government Property Clause set forth in the General Provisions of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property/materiel listed in paragraph "d" below for use in the performance of this contract.
- b. The items shall be delivered in accordance with the schedule set forth in paragraph "d" below.
- c. If the items are not received in accordance with the schedule set forth in "d" below, the contractor shall immediately notify the Contracting Officer in writing.
- d. Government-furnished property/materiel delivery schedule: GFP is already on-site at the Government's facility.

#### **PROPERTY ADMINISTRATOR (MAR 1999) (USAMRAA)**

The designated property administrator for Government property acquired for use under this contract is to be determined at contract award.

#### **PROPERTY REPORTING (COMMERCIAL) (MAR 1999) (USAMRAA)**

The designated property administrator for Government property acquired for use under this contract is the Contract Specialist, US Army Medical Research Acquisition Activity, Fort Detrick, MD 21702-5014. The contractor shall furnish the designated property administrator report, (i.e. DD FORM 1662, DOD Property in the Custody of Contractors).

- a. Interim Inventories - Annually, as of 30 September, report due 10 October, each year.

b. Final Inventory - When the contract expires.

## Section H - Special Contract Requirements

### H-1 ORDERING PROCEDURES

The following ordering procedures apply to all orders issued under this contract. Any services to be furnished under this contract will be ordered by issuance of task orders. Orders shall be issued in accordance with FAR 52.216-18, 52.216-19 and 52.216-22. In addition:

1. Only an authorized Contracting Officer can issue a task order under this contract. No work will be performed and no payment will be made except as authorized by a task order.
2. All orders are subject to the terms and conditions of the base contract. In the event of conflict between an order and the contract, the contract will take precedence.
3. The Government contemplates award of Cost-Plus-Fixed Fee Task Orders under this contract.
4. All costs associated with preparation, presentation, and/or discussion/negotiation of the Contractor's order proposal shall not be directly charged to this contract or any order placed under this contract. The Contractor is responsible for determining the most appropriate method for recovering such costs based on its standard accounting practices.
5. The total guaranteed ordering minimum for this IDIQ contract inclusive of the base year and any exercised option years is \$1,000.00. The Government is not obligated to place orders above this amount during the entire contract.

### H-2 Contract Effective Dates

The Contract Base Period is a one (1) year period starting 20 April 2009 through 19 April 2010.

Option Period I is a one (1) year period starting 20 April 2010 through 19 April 2011 – if exercised.

Option Period II is a one (1) year period starting 20 April 2011 through 19 April 2012 – if exercised.

Option Period III is a one (1) year period starting 20 April 2012 through 19 April 2013 – if exercised.

Option Period IV is a one (1) year period starting 20 April 2013 through 19 April 2014– if exercised.

### H.3 Contract Points of Contact

1. Contracting Officer:

USA Medical Research Acquisition Activity  
Ethan J. Mueller  
820 Chandler Street  
Fort Detrick, MD 21702-5014

Phone: 301-619-2192  
Fax: 301-619-3002

Email: [ethan.mueller@amedd.army.mil](mailto:ethan.mueller@amedd.army.mil)

2. Contract Specialist

USA Medical Research Acquisition Activity  
Craig E. Anderson  
820 Chandler Street  
Fort Detrick, MD 21702-5014  
Phone: 301-619-2702  
Fax: 301-619-3002

Email: [craig.e.anderson@amedd.army.mil](mailto:craig.e.anderson@amedd.army.mil)

H-4 Authorized Issuing Office

U.S.Army Medical Research Acquisition Activity (USAMRAA) is the only office authorized to issue task orders against this contract. Task Orders will be placed either by email, fax or U.S. mail. No oral orders are authorized without approval from the Contracting Officer (KO) and must be followed with a written task order within 2 days.

CLAUSES INCORPORATED BY FULL TEXT

**INSURANCE (MAR 1999) (USAMRAA)**

Prior to award of this contract, the contractor shall obtain and provide proof of insurance in the types and amounts specified in FAR 28.307-2 except as noted.

## 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
52.204-4	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
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
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
52.222-50	Combating Trafficking in Persons	AUG 2007
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements	NOV 2007
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996

52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
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
52.244-6	Subcontracts for Commercial Items	DEC 2008
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008

252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

#### 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)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the \_\_\_\_\_ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.
- (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--
- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--
- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 20 April 2009 through 19 April 2014 if the Option Year Periods have been exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$800,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2 work** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 months after the expiration of the ordering period.

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of 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 5 years.

(End of clause)

## 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

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

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

## 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.
  - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
    - (1) Of the acceptability of any subcontract terms or conditions;
    - (2) Of the allowability of any cost under this contract; or
    - (3) To relieve the Contractor of any responsibility for performing this contract.
  - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
  - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

#### 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(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):

<http://www.armet.gov/far/>  
<http://farsite.hill.af.mil/vffara.htm>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>  
<http://farsite.hill.af.mil/VFDFARA.HTM>

(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 Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 2007)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority institutions*, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

#### **REPRESENTATIONS AND CERTIFICATIONS (MAR 1999) (USAMRAA)**

The representations, certifications, and other statements submitted by the contractor, dated (to be determined at contract award), are incorporated herein by reference.

#### **GOOD LABORATORY PRACTICES (DEC 2006) (USAMRAA)**

The conduct of studies on investigational new drugs or devices shall comply with the GOOD LABORATORY PRACTICE (GLP) FOR NONCLINICAL LABORATORY STUDIES regulations 21 CFR 58. The contractor shall notify the Administrative Contracting Officer by telephone immediately upon announcement by a representative of the Food and Drug Administration (FDA) of an inspection of studies performed under this contract. In addition to the FDA representative, the Contracting Officer's Representative (COR) shall have access to the contractor's records and specimens. With reference to paragraph 58.195(h) of the GLP regulations, the contractor shall notify the COR in writing in addition to the FDA, should the contractor go out of business and/or transfer the records during the periods prescribed in paragraph 58.195. On expiration or termination of the contract, the contractor shall notify the COR of any remaining unused test articles.

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

a. "Misconduct" or "Misconduct in Science" is defined as fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.

b. Contractors shall foster a research environment that prevents misconduct in all research and that deals forthrightly with possible misconduct associated with research for which U.S. Army Medical Research and Materiel Command funds have been provided or requested.

c. The contractor agrees to:

- (1) Establish and keep current an administrative process to review, investigate, and report allegations of misconduct in science in connection with research conducted by the contractor;
- (2) Comply with its own administrative process;
- (3) Inform its scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures;

- (4) Take immediate and appropriate action as soon as misconduct on the part of employees or persons within the organization's control is suspected or alleged; and
- (5) Report to the Administrative Contracting Officer (ACO) a decision to initiate an investigation into possible scientific misconduct.

d. The contractor is responsible for notifying the ACO of appropriate action taken if at any stage of an inquiry or investigation any of the following conditions exist:

- (1) An immediate health hazard is involved;
- (2) There is an immediate need to protect Federal funds or equipment;
- (3) A probability exists that the alleged incident will be reported publicly; or
- (4) There is a reasonable indication of possible criminal violation.

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Past Performance References	1	05-FEB-2009
Attachment 2	Past Performance Questionnaire	3	05-FEB-2009
Attachment 3	Cost Estimate Worksheet	2	05-FEB-2009

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification	NOV 2007
52.225-18	Place of Manufacture	SEP 2006
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:.....

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541711.

(2) The small business size standard is 500.

(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 (c) 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 (b) 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 (c) applies.

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

(c) 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 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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541711.

(2) The small business size standard is 500.

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

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

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

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541711- assigned to contract number W81XWH-09-R-0008.

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

(End of clause)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

## (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES  NO

(End of clause)

## 252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENT --BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006)

(a) Definitions. Bahrainian end product, domestic end product, Free Trade Agreement country, Free Trade Agreement country end product, foreign end product, Moroccan end product, qualifying country end product, and United States have the meanings given in the Buy American Act--Free Trade Agreements--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) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan 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--Free Trade Agreements--Balance of Payments Program clause of this solicitation, the offeror certifies that--

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

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.

(Line Item Number) (Country of Origin (If known))

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

### CONTRACT SPECIALIST

The Contract Specialist (CS) is the point of contact for this acquisition. Any questions or concerns regarding this acquisition shall be submitted electronically via e-mail to [craig.e.anderson@amedd.army.mil](mailto:craig.e.anderson@amedd.army.mil).

### INSTRUCTIONS TO BIDDERS

#### **One Proposal**

The Government will evaluate only one proposal from each prime Offeror.

#### **Contract Ceiling Amount**

At award, a ceiling amount will be (determined at contract award) on the total contract. This ceiling amount shall serve as the cumulative ceiling for all task orders issued under this contract. Since the labor mix and number of hours will be determined for each individual task order, the Offeror is not required to provide an estimate of hours by labor category in response to the basic contract solicitation.

#### **Award on Initial Offer**

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/price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. (FAR 52.215-1 (f)4)

#### **Proposal Revisions**

Should the Government determine that discussions are necessary, the Contracting Officer will provide proposal revision instructions to the Offeror, as required.

#### **Proposal Incorporation into the Contract**

The Government will incorporate into the resultant contract any and/or all commitments made in the Offeror's proposal.

#### **Offeror Definition**

"Offeror", as used in this solicitation, encompasses either a single entity, or a consortium of entities including subcontractors or teaming partners, that submit a proposal in response to this solicitation. If the Offeror consists of a consortium of entities, one shall be clearly designated as the Prime Offeror.

#### **Page Limitation**

The Government cannot consider pages submitted in excess of the stated page limitations. Page limitations include all text, graphs, pictures, appendices, references, exhibits, etc. Tabs, index sheets,

tables of contents, dividers and other such aids that are solely used to assist the evaluator in locating information and are advisory in nature, imparting no other information other than the identification of content, will not be counted against any page limits stated within this RFP.

**Proposal Content Style**

Proposals shall be clear, specific, complete, and concise, presenting complete effective methods and approaches for satisfying the RFP’s requirements. Content shall be indexed (cross-indexed, as appropriate) and logically assembled.

**Cost/Price Information**

Cost/price information shall be included in the Cost Proposal Volume II **ONLY** and shall not be discussed or exhibited in any other part of the Offeror’s proposal. Any labor-hours referenced outside the Cost Proposal Volume II shall be quoted in productive hour figures only, without indication as to cost for these hours.

**Proposal Submission**

(a) **SUBMISSION OF QUESTIONS:** Offerors will be instructed to submit questions or comments regarding this solicitation no later than 16 February 2009 at 2:00 PM EST to the Contract Specialist and Contracting Officer. The Government will answer all relevant and appropriate questions regarding this solicitation. Questions the Government may have otherwise answered, may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date. Questions not submitted electronically may not be answered. Answers to all relevant and appropriate questions will be issued via amendment to the solicitation.

(b) **SUBMISSION OF PROPOSALS:** Offers shall submit proposals in three parts no later than 03 March 2009 at 4:00 PM EST.

VOLUME I – Executed RFP Documents - No limitation of pages

VOLUME II - Cost/Price Proposal – No limitation of pages

VOLUME III - Non-Priced Proposal –

This volume shall include five (5) sections, as follows:

<u>Sub-section</u>	<u>Page Limitation</u>
a) Executive Summary/Abstract - - - - -	1 Page
b) Qualifications and Experience of Personnel - - - -	15 Pages
c) Technical Approach/Understanding of Tasks - - - -	30 Pages
d) Mangement Approach - - - - -	15 Pages
e) Past Performance - - - - -	None ( <b><u>3-5 References</u></b> )
f) Subcontracting Plan (if applicable) - - - - -	None

Additional pages will be removed and will not be evaluated.

(c) PROPOSAL SUBMISSION: Each of the sections shall be separate and complete, so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the others.

#### **Electronic Format Submission**

The Offeror shall provide:

Two (2) compact discs (CD's) containing its complete proposal, including all technical and cost/price data. The CD shall be clearly labeled with: Offeror's name, solicitation number, and date.

Two (2) compact discs (CD's) containing only the Non-Priced Proposal as stated for Volume III.

Volume I and Volume III must be submitted in **BOTH** Microsoft Office format and Adobe Acrobat .pdf. Specifically, in the Cost/Price Volume (Volume II) the fully burdened labor rates and cost buildup sections must be submitted in **BOTH** Microsoft EXCEL and Adobe Acrobat .pdf formats.

Failure to provide copies of the proposal in the acceptable formats may render a proposal non-responsive.

#### **Hardcopy Submission**

The Offeror shall provide three (3) hardcopies of its complete proposal, including all technical and cost/price data submitted in the proposal. Each volume of each proposal shall be contained in a separate three-ring binder with appropriate identification.

#### **Proposals shall be submitted to the following address:**

**Director  
US Army Medical Research Acquisition Activity  
ATTN: MCMR-AAA-W (Mr. Craig E. Anderson)  
820 Chandler Street  
Fort Detrick, MD 21702-5014**

Offerors are referred to FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, for general instructions on: submission, modification, revision and withdrawal of proposals; late proposals and revisions; offer expiration date; restrictions on disclosure and use of data; and contract award.

Evaluation of Proposals: The Government will evaluate proposals in accordance with the evaluation criteria set forth in RFP W81XWH-09-R-0008.

An offeror's proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.

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

#### **Competitive Range Determination**

In order to be included in the competitive range and/or to receive award consideration, each offeror must receive at least a final rating of Acceptable by the SSA for each of the non-cost evaluation factors.

No adjectival rating will be applied to the specific cost/price factor of this evaluation. However, each individual and consensus rating of the SSEB and the SSA will include an assessment of cost/price.

### **Cost/Price Proposal**

The offeror shall demonstrate that they have the necessary financial capacity, working capital and other resources to perform this contract without assistance from any outside sources.

The offeror shall provide hourly rates for the labor categories listed in **Attachment #3**. Contractor shall provide labor rates for the five out years and state the escalation rate for each year. The list of labor categories and hourly rates will be used as the base line for future task orders. As the need arises, additional labor categories will be negotiated and incorporated into the list.

The offeror shall provide a statement of the methodology and assumptions utilized as the basis for estimating costs. Offerors shall address at a minimum all escalation factors applied to base costs, the basis for estimating labor utilization and the calculation of the hourly labor rate, the basis and rate calculations of all indirect cost factors to include historical and audited rates.

In addition, provide information regarding your accounting system and your ability to support Government cost-type contracts. Provide previous DCAA reports on adequacy, etc. Please note: prior to award, a preaward survey of the contractor's accounting system may be performed to determine that their accounting system is capable of adequately reporting costs on a cost-type Government contract. Information regarding preaward surveys of prospective contractor's accounting systems can be found at [www.dcaa.mil](http://www.dcaa.mil) under publications, Information for Contractors Pamphlet.

### **Subcontracting Plan (if applicable)**

Any subcontracting arrangements contemplated by the Offeror must be presented to the Government in detail in a Subcontracting Plan. The Subcontracting Plan shall be included as a part of Volume III of its proposal. The plan shall disclose the subcontractor's tasks and be presented in enough detail to allow the Government to determine how much subcontracting the Offeror contemplates.

All proposed subcontracting/teaming arrangements must also include signed subcontracting agreement(s).

#### CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-10	Identification of Uncompensated Overtime	OCT 1997

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

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

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

USA Medical Research Acquisition Activity  
ATTN: Ethan J. Mueller

820 Chandler Street  
Fort Detrick, MD 21702-5014

Email: ethan.mueller@amedd.army.mil

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

(End of provision)

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

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

<http://www.armet.gov/far/>  
<http://farsite.hill.af.mil/vffara.htm>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>  
<http://farsite.hill.af.mil/VFDFARA.HTM>

(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.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (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

**BASIS FOR AWARD****Evaluation Factors and Rating Standards**

This is a best value procurement. One award will be made based on the best overall value proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the evaluation factors. The Government may select to award to other than the lowest cost/price, based on the evaluation of the non-cost factors and the best value to the Government. Proposals submitted in response to the RFP will be evaluated based on the following evaluation factors: Factor 1 - Qualifications and Experience of Personnel; Factor 2 - Technical Approach/Understanding of Tasks; Factor 3 - Management Approach; Factor 4 - Past Performance; and Factor 5 - Cost/Price. An offeror is expected to submit sufficient information in response to the RFP to allow for the evaluation of his/her proposal. The adjectival ratings permits the SSEB and, ultimately, the SSA the ability to pointedly distinguish between the best value assessments of competing offerors.

Non-Priced Evaluation factors are listed in descending order of importance. Qualifications and Experience of Personnel, Technical Approach/Understanding of Tasks, and Management Approach are more important than Past Performance. The non-Price factors combined are significantly more important than the Price factor; however price may become the deciding factor if proposals are evaluated and determined to be literally equivalent on all Non-Priced factors. On the rare occasion that no relevant past performance exists within the offeror's organization or for whom information on past performance is unavailable, the offeror will not be evaluated favorably or unfavorably on past performance but will be treated as a Neutral performance risk. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Non-Priced Evaluation factors. Proposals that are unrealistic in terms of Non-Priced Factors will be deemed reflective of an inherent lack of technical competence or indicative of the offeror's failure to comprehend the complexity and risks of the contract requirements and may be grounds for rejection of the proposal. Offerors are cautioned that the award may not necessarily be made to the lowest price offered.

Ratings consistent with these evaluation factors will be derived from the demonstrated ability of each offeror as represented in his/her proposal, to perform the required work as set forth in the Performance Work Statement (contained in the RFP) and in accordance with all aspects of the RFP. Non-cost factors are more important than cost/price considerations. However, for those offerors determined to be essentially equal when considering non-cost factors, cost/price could be paramount in an award decision. Proposals that are unrealistic in terms of technical (inclusive of all non-cost factors) commitment or cost/price will be deemed to lack technical competence (inclusive of all non-cost factors) or to indicate failure to comprehend the complexity and risk of the contractual requirements. Such proposals shall be rejected without further considerations.

1. The Government reserves the right to:
  - (a) reject any or all proposals;
  - (b) award no contract at all depending on the quality of the proposal(s) submitted and the availability of funds;
  - (c) award to other than the lowest priced offer;
  - (d) waive informalities and minor irregularities in offers received; and
  - (e) award a contract without discussions
2. Each initial offer should contain the offeror's best terms from a technical and price standpoint.

The Government will evaluate the technical capability of the offerors that submit acceptable offers.

1. Qualifications and Experience of Personnel
2. Technical Approach/Understanding of Tasks
3. Management Approach
4. Past Performance

## 5. Cost/Price

Each of the following factors will be rated as follows:

**1. Qualifications and Experience of Personnel.** The offeror shall provide documentation that the qualifications, education, training, knowledge and experience of personnel are commensurate with the scientific and/or managerial expertise required to perform the necessary tasks in the Performance Work Statement in Section C of the RFP. The offeror must provide Curriculum Vitae (CVs) for all proposed personnel, including published articles for researchers. For all proposed personnel, resumes must be furnished documenting the qualifications, education, training, knowledge and experience of the proposed personnel to perform the necessary tasks in the Performance Work Statement in Section C of the RFP.

**2. Technical Approach/Understanding of Tasks.** The offeror shall submit a technical approach that indicates a clear understanding of the Performance Work Statement in Section C of the RFP. The technical proposal should include examples of measures for technical performance. Specifically, the technical approach will be judged on the offeror's abilities to address the Performance Work Statement in Section C of the RFP, taking into account utilization of on-site resources and instrumentation, and availability of supporting technical resources in related areas – e.g. statistics, technical writing, and meeting planning and management. Offeror will demonstrate an understanding of the statistical and bioinformatics needs of the Center by identification of personnel, knowledgeable and experienced in experimental design, who have worked constructively with scientists conducting animal research, and who can provide assistance in development of research protocols, data analysis, and preparation of technical reports. Familiarity with data entry and analysis tools relevant to the current research program must be demonstrated. Finally, the offeror's technical proposal shall address every portion of the Performance Work Statement in Section C of the RFP and shall specifically demonstrate how every facet of services required will be approached and accomplished.

**3. Management Approach.** The offeror will give evidence that this project is assigned a high priority, relative to the offeror's other interests, and that the scientific representative on-site is organizationally endowed with sufficient authority and access to resources to accomplish assigned studies and activities in a timely and consistent manner. The offeror will demonstrate a commitment to maintain a stable contract team as proposed and to maintain the team's skill levels through training, exposure to the scientific community, and performance-based incentives. Offeror must demonstrate success in recruiting, evaluating applicants and retaining scientific/technical personnel in the current business environment.

**4. Past Performance.** The offeror's past performance will be evaluated as part of the technical evaluation. Only those offerors determined to be technically acceptable will be evaluated on past performance. In the event an offeror lacks a record of past performance, the lack of past performance will be evaluated as an unknown risk having no favorable or unfavorable impact on the evaluation.

a. Offerors shall provide documentation showing the degree of relevancy and success in past performance efforts for the past 5 years of a similar scope, size, complexity, and subject matter in accordance with the solicitation.

b. Offerors shall describe problems encountered in the performance of similar services and describe how the problems was/were resolved.

c. The Offeror shall ensure that all references (3 to 5 references requested) complete and submit the Past Performance Questionnaire directly to the Contracting Officer prior to the closing date of the solicitation. Past performance information obtained by the Government from other sources may also be used for evaluation. The information gathered will be used to assess the relevancy of performance risk involved in accepting each offeror's proposal.

d. In the event an established offeror is simply without a record of past performance, the offeror's lack of past performance will be evaluated as an unknown risk having no favorable or unfavorable impact on the evaluation.

**5. Cost/Price.** The offeror shall submit cost information, cost or pricing data so that the Government may perform a cost realism analysis. Cost Realism means the proposed costs in an offeror's proposal are: a) realistic for the work to be performed; b) reflect a clear understanding of the requirements; and c) are consistent with the unique methods of performance described in each offeror's technical proposal (inclusive of all non-cost factors). Cost realism will be evaluated to ensure that the proposed prices reflect a clear understanding of the work and skills required for contract performance. The government will evaluate the cost realism of the offeror's proposed costs in relation to the offeror's specific technical approach.

The Offerors will be placed on notice that any proposals that are unrealistic in terms of Non-Priced factors commitment or unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal.

A list of labor categories will be an attachment to the solicitation/RFP (**Attachment #3 – Cost Estimate Worksheet**) for the contractor to propose an hour rate with escalation for the out years. This list of labor categories and hourly rates will be used as the base line for future task orders. As the need arises, additional labor categories will be negotiated and incorporated into the list. **This attachment must be completed and submitted as part of the offeror's proposal.**

The solicitation will not include any task orders, therefore, potential bidders will not be required to propose on initial task orders.

Although price will not be a consideration for the SSEB to evaluate, the price of each proposal will be evaluated by the Contract Specialist and the Contracting Officer and evaluations will be shared with the SSEB after evaluations are completed.

a. The cost/price proposal shall also include the following information that is pertinent to the offer. The cost information, other than cost or pricing data shall include, but not be limited to the following:

1. The offeror shall identify the actual labor categories, direct and indirect costs needed to perform each task.
2. A statement of the methodology and assumptions utilized as the basis for estimating the cost/price. Addressed as a minimum should be all escalation factors applied to the base cost/price and the basis for estimating labor utilization. In all cases where detailed cost/pricing is withheld based on the assertion of commercially priced items, the offeror shall provide substantiation consisting of, but not limited to, catalog pricing, vendor quotations and sample purchase orders.
3. Labor - Shall be priced in accordance with Section B of the solicitation.
4. Subcontractor (if applicable) - If the offeror plans to subcontract any of the work to be performed, list proposed subcontractors by name with the proposed cost/price.

Cost/Price will not receive an adjectival rating. However, if proposal evaluations result in findings that offerors are essentially rated equally in non-cost factors, cost/price could become a determining factor based upon an assessment of cost realism and fee/profit.





ATTACHMENT #2

PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS

U.S. ARMY MEDICAL RESEARCH ACQUISITION ACTIVITY  
Fort Detrick, MD

The information obtained from this questionnaire will be utilized to evaluate the past and present performance of offerors submitting proposals in response to the W81XWH-09-R-0008 – Scientific and Technical Support Services at the U.S. Army Center for Environmental Health Research. The information you provide will be instrumental in allowing the Government to evaluate how well the contractor performed under your contract(s).

- a. Please complete all sections of the attached questionnaire. Include your name and title, organizational address, e-mail address, telephone and fax number.
- b. Include the contractor's name and address, the title and/or description of the type of work performed, the award number, the value of the contract (including options), the award and completion date of the project and the type of award/solicitation.
- c. Use the rating scale found on the bottom left corner of the questionnaire to rate each performance element.
- d. Comments are encouraged and would be appreciated. The last page may be used if additional space is needed for comments. Clear handwritten responses are sufficient.
- e. Please FAX or e-mail your response to the Contract Specialist whose number and address is shown at the bottom right corner of the questionnaire.

Thank you for your time and participation.

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

PAST PERFORMANCE QUESTIONNAIRE

YOUR NAME & TITLE				YOUR ORGANIZATIONAL ADDRESS							
TEL NO. FAX :				E-MAIL:							
CONTRACTOR'S NAME & ADDRESS				TITLE OR DESCRIPTION OF REQUIREMENT:							
CONTRACT NUMBER:				CONTRACT VALUE (INCLUDING OPTIONS):							
CONTRACT TYPE: <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST + FEE <input type="checkbox"/> COMPETITIVE <input type="checkbox"/> NON-COMPETITIVE <input type="checkbox"/> SET-ASIDE <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED				CONTRACT AWARD & COMPLETION DATE:							
<b>PAST PERFORMANCE ELEMENT</b>				<b>RATING</b>							
				<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>NA</b>	
1. Contractor demonstrated a thorough understanding of technical requirements of the contract/task.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:											
2. Contractor anticipated/identified and resolved problems effectively.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:											
3. Contractor managed and directed resources (i.e. personnel, subcontractors, equipment, etc.) effectively.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:											
4. Contractor provided the necessary skilled personnel to perform the required work.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:											
5. Contractor retained the necessary skilled personnel and maintained a low turnover rate.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:											

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

PAST PERFORMANCE QUESTIONNAIRE

6. Contractor met scheduled contract delivery dates.	<input type="checkbox"/>						
Comments:							
7. Contractor provided accurate, complete and high quality deliverables.	<input type="checkbox"/>						
Comments:							
8. Contractor complied with the terms of the contract.	<input type="checkbox"/>						
Comments:							
9. Contractor was diligent in forecasting and controlling contract cost.	<input type="checkbox"/>						
Comments:							
10. I would recommend award to this contractor again.	<input type="checkbox"/>						
Comments:							

1	0 – 25% of the time	Strongly Disagree	<b>PLEASE RETURN COMPLETED RESPONSE TO:</b> U.S. Army Medical Research Acquisition Activity ATTN: MCMR-AAA-W/Craig E. Anderson 820 Chandler Street Fort Detrick, MD 21702-5014 E-MAIL: craig.e.anderson@amedd.army.mil
2	26 – 40% of the time	Disagree	
3	41 – 55% of the time	Somewhat Disagree	
4	56 – 70% of the time	Somewhat Agree	
5	71 – 85% of the time	Agree	
6	86 – 100% of the time	Strongly Agree	
NA		No Knowledge of This Element	

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

ATTACHMENT #3

**Cost Estimate Worksheet for USACEHR Technical and Science Support Services**

**For Official Use Only**

**Procurement Sensitive – RFP Information**

**Base Year: 12-Month Period**

**Direct Labor (DL)**

<b>Labor Category</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Molecular Biologist	1920	_____	_____
Molecular Biologist	1920	_____	_____
Biotechnician	2000	_____	_____
Aquaculture Specialist	2000	_____	_____
Technical Writer	600	_____	_____

**Total DL** \_\_\_\_\_

**Labor Burden (LB = \_\_\_\_\_ % DL)**

**Total LB** \_\_\_\_\_

**Other Direct Cost (ODC)**

Travel \_\_\_\_\_

**Total ODC** \_\_\_\_\_

**Total DL, LB, and ODC** \_\_\_\_\_

**Overhead (OH = \_\_\_\_\_ % DL)** \_\_\_\_\_

**Total DL, LB, ODC and OH** \_\_\_\_\_

**G&A ( \_\_\_\_\_ % [DL+ODC+OH])** \_\_\_\_\_

**Total DL, LB, ODC, OH and G&A** \_\_\_\_\_

**Profit ( \_\_\_\_\_%)**

\_\_\_\_\_

**Total DL, LB, ODC, OH, G&A and Profit**

\_\_\_\_\_

**Escalation:**

\_\_\_\_\_ % per year for option years 1-4

**Base Year (12-Month Period)**

**Option Year 1 (12-Month Period)**

**Option Year 2 (12-Month Period)**

**Option Year 3 (12-Month Period)**

**Option Year 4 (12-Month Period)**

**Total All Years**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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