

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 85	
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-09-R-0013	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 21 Apr 2009	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014			CODE W81XWH	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 5 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 none until 12:00 PM local time 22 May 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 LUCAS CRUMBACKER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-1361	C. E-MAIL ADDRESS lucas.crumbacker@us.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
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	

AWARD (To be completed by Government)

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

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

Section SF 30 - BLOCK 14 CONTINUATION PAGE

ADDITIONAL INFORMATION

All labor categories shall be based on 2,040 man-hours per year.

The unit of issue for the performance CLINS will be changed at award to reflect the successful proposal's estimated dollar amount.

The fixed rates set forth in Exhibit B of the solicitation will be used in the award of task orders, and shall apply to work performed under the resultant contract(s).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>Base Period - Scientist FFP Scientists in accordance with the performance of work statement and the contractor's fully burdened hourly rates, which includes levels I, II, III and IV scientist position as identified in Exhibit B.</p> <p>Offerors shall submit a completed Exhibit B with their proposal.</p> <p>FOB: Destination</p>	UNDEFINED	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	<p>Base Period - Software Engineer FFP Software Engineers in accordance with the contractor's fully burdened hourly rates, which includes levels I, II, and III software engineer positions as identified in Exhibit B.</p> <p>Offerors shall submit a completed Exhibit B with their proposal.</p> <p>FOB: Destination</p>	UNDEFINED	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Base Period - Executive Administrator FFP Executive Administrators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Base Period - Program Coordinator FFP Program Coordinators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Base Period - Program Manager FFP Program Managers in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Base Period - Required Travel COST Required Travel in support of individual task orders. May include attendance at training sessions or conferences associated with the required performance under each individual task order.	UNDEFINED	Lot		

Travel requests shall be forwarded to the COR 45 days prior to travel. Travel costs will be reimbursed in accordance with the Joint Travel Regulations.

The offeror shall not include a cost for this CLIN. The Not To Exceed estimate of this CLIN is \$42,000.00.

FOB: Destination

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Base Period - CMR FFP Contractor Manpower Reporting (CMR) in accordance with the Contractor Manpower Reporting clause found in Section C.	UNDEFINED	Each		
	<p>The offeror shall include a price for the required annual Contractor Manpower Reporting.</p> <p>Failure to provide proof of CMR compliance on or before 30 November of each reporting year may result in a negative rating on your annual past performance report.</p> <p>FOB: Destination</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Base Period - VISA Application Expenses COST VISA Application Processing Expenses for non-resident employees as required. VISA application processing expenses will be reimbursed with approval from the COR.	UNDEFINED	Lot		
	<p>The Offeror shall not include a cost for this CLIN. The Government has estimated the amount of \$36,000 for H1B Visa and Permanent Residence application expenses annually.</p> <p>FOB: Destination</p>				

MAX COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		12	Months		

Base Period - Office Space
FFP

OPTIONAL Contractor furnished office space for use by Contractor personnel.

The offeror shall not include a price for this CLIN in their proposal, however, the offeror will propose their method of fulfilling this requirement should the Government choose to exercise this option CLIN.

The price of this CLIN will be determined and negotiated if/when this option CLIN is exercised. The annual, full service price of the office space will not exceed \$27 per Square Foot.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		UNDEFINED	Lot		

Option Period - Scientist
FFP

Scientists in accordance with the performance of work statement and the contractor's fully burdened hourly rates, which includes levels I, II, III and IV scientist position as identified in Exhibit B.

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002	Option Period - Software Engineer FFP Software Engineers in accordance with the contractor's fully burdened hourly rates, which includes levels I, II, and III software engineer positions as identified in Exhibit B.	UNDEFINED	Lot		

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003	Option Period - Executive Administrator FFP Executive Administrators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004	Option Period - Program Coordinator FFP Program Coordinators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005	Option Period - Program Manager FFP Program Managers in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006	Option Period - Required Travel COST Required Travel in support of individual task orders. May include attendance at training sessions or conferences associated with the required performance under each individual task order.	UNDEFINED	Lot		
	Travel requests shall be forwarded to the COR 45 days prior to travel. Travel costs will be reimbursed in accordance with the Joint Travel Regulations.				
	The offeror shall not include a cost for this CLIN. The Not To Exceed estimate of this CLIN is \$42,000.00. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007	Option Period - CMR FFP Contractor Manpower Reporting (CMR) in accordance with the Contractor Manpower Reporting clause found in Section C.	UNDEFINED	Each		
	The offeror shall include a price for the required annual Contractor Manpower Reporting.				
	Failure to provide proof of CMR compliance on or before 30 November of each reporting year may result in a negative rating on your annual past performance report.				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008		UNDEFINED	Lot		

Option Period - VISA Expenses
COST

VISA Application Processing Expenses for non-resident employees as required.
VISA application processing expenses will be reimbursed with approval from the COR.

The Offeror shall not include a cost for this CLIN. The Government has estimated the amount of \$37,800 for H1B Visa and Permanent Residence application expenses annually.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		12	Months		

Option Period - Office Space
FFP

OPTIONAL Contractor furnished office space for use by Contractor and Government personnel.

The offeror shall not include a price for this CLIN in their proposal, however, the offeror will propose their method of fulfilling this requirement should the Government choose to exercise this option CLIN.

The price of this CLIN will be determined and negotiated if/when this option CLIN is exercised. The annual, full service price of the office space will not exceed \$27 per Square Foot.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		UNDEFINED	Lot		

Option Period - Scientist
FFP

Scientists in accordance with the performance of work statement and the contractor's fully burdened hourly rates, which includes levels I, II, III and IV scientist position as identified in Exhibit B.

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002	Option Period - Software Engineer FFP Software Engineers in accordance with the contractor's fully burdened hourly rates, which includes levels I, II, and III software engineer positions as identified in Exhibit B.	UNDEFINED	Lot		

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003	Option Period - Executive Administrator FFP Executive Administrators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004	Option Period - Program Coordinator FFP Program Coordinators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005	Option Period - Program Manager FFP Program Managers in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006	Option Period - Required Travel COST Required Travel in support of individual task orders. May include attendance at training sessions or conferences associated with the required performance under each individual task order.	UNDEFINED	Lot		
	Travel requests shall be forwarded to the COR 45 days prior to travel. Travel costs will be reimbursed in accordance with the Joint Travel Regulations.				
	The offeror shall not include a cost for this CLIN. The Not To Exceed estimate of this CLIN is \$42,000.00. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007	Option Period - CMR FFP Contractor Manpower Reporting (CMR) in accordance with the Contractor Manpower Reporting clause found in Section C.	UNDEFINED	Each		
	The offeror shall include a price for the required annual Contractor Manpower Reporting.				
	Failure to provide proof of CMR compliance on or before 30 November of each reporting year may result in a negative rating on your annual past performance report.				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008	Option Period - VISA Expenses COST VISA Application Processing Expenses for non-resident employees as required. VISA application processing expenses will be reimbursed with approval from the COR.	UNDEFINED	Lot		
<p>The Offeror shall not include a cost for this CLIN. The Government has estimated the amount of \$39,690 for H1B Visa and Permanent Residence application expenses annually.</p> <p>FOB: Destination</p>					
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Option Period - Office Space FFP OPTIONAL Contractor furnished office space for use by Contractor and Government personnel.	12	Months		
<p>The offeror shall not include a price for this CLIN in their proposal, however, the offeror will propose their method of fulfilling this requirement should the Government choose to exercise this option CLIN.</p> <p>The price of this CLIN will be determined and negotiated if/when this option CLIN is exercised. The annual, full service price of the office space will not exceed \$27 per Square Foot.</p> <p>FOB: Destination</p>					
					NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001	Option Period - Scientist FFP Scientists in accordance with the performance of work statement and the contractor's fully burdened hourly rates, which includes levels I, II, III and IV scientist position as identified in Exhibit B.	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002	Option Period - Software Engineer FFP Software Engineers in accordance with the contractor's fully burdened hourly rates, which includes levels I, II, and III software engineer positions as identified in Exhibit B.	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003	Option Period - Executive Administrator FFP Executive Administrators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004	Option Period - Program Coordinator FFP Program Coordinators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005	Option Period - Program Manager FFP Program Managers in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006	Option Period - Required Travel COST Required Travel in support of individual task orders. May include attendance at training sessions or conferences associated with the required performance under each individual task order.	UNDEFINED	Lot		

Travel requests shall be forwarded to the COR 45 days prior to travel. Travel costs will be reimbursed in accordance with the Joint Travel Regulations.

The offeror shall not include a cost for this CLIN. The Not To Exceed estimate of this CLIN is \$42,000.00.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007	Option Period - CMR FFP Contractor Manpower Reporting (CMR) in accordance with the Contractor Manpower Reporting clause found in Section C.	UNDEFINED	Each		
	<p>The offeror shall include a price for the required annual Contractor Manpower Reporting.</p> <p>Failure to provide proof of CMR compliance on or before 30 November of each reporting year may result in a negative rating on your annual past performance report.</p> <p>FOB: Destination</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008	Option Period - VISA Expenses COST VISA Application Processing Expenses for non-resident employees as required. VISA application processing expenses will be reimbursed with approval from the COR.	UNDEFINED	Lot		
	<p>The Offeror shall not include a cost for this CLIN. The Government has estimated the amount of \$41,674 for H1B Visa and Permanent Residence application expenses annually.</p> <p>FOB: Destination</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Option Period - Office Space FFP OPTIONAL Contractor furnished office space for use by Contractor and Government personnel.	12	Months		
<p>The offeror shall not include a price for this CLIN in their proposal, however, the offeror will propose their method of fulfilling this requirement should the Government choose to exercise this option CLIN.</p> <p>The price of this CLIN will be determined and negotiated if/when this option CLIN is exercised. The annual, full service price of the office space will not exceed \$27 per Square Foot.</p> <p>FOB: Destination</p>					

					NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001	Option Period - Scientist FFP Scientists in accordance with the performance of work statement and the contractor's fully burdened hourly rates, which includes levels I, II, III and IV scientist position as identified in Exhibit B.	UNDEFINED	Lot		
<p>Offerors shall submit a completed Exhibit B with their proposal.</p> <p>FOB: Destination</p>					

					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		UNDEFINED	Lot		

Option Period - Software Engineer
FFP
Software Engineers in accordance with the contractor's fully burdened hourly rates, which includes levels I, II, and III software engineer positions as identified in Exhibit B.

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003		UNDEFINED	Lot		

Option Period - Executive Administrator
FFP
Executive Administrators in accordance with the contractor's fully burdened hourly rates (Exhibit B).

Offerors shall submit a completed Exhibit B with their proposal.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004	Option Period - Program Coordinator FFP Program Coordinators in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005	Option Period - Program Manager FFP Program Managers in accordance with the contractor's fully burdened hourly rates (Exhibit B).	UNDEFINED	Lot		
Offerors shall submit a completed Exhibit B with their proposal.					
FOB: Destination					
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006	Option Period - Required Travel COST Required Travel in support of individual task orders. May include attendance at training sessions or conferences associated with the required performance under each individual task order.	UNDEFINED	Lot		
	Travel requests shall be forwarded to the COR 45 days prior to travel. Travel costs will be reimbursed in accordance with the Joint Travel Regulations.				
	The offeror shall not include a cost for this CLIN. The Not To Exceed estimate of this CLIN is \$42,000.00. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007	Option Period - CMR FFP Contractor Manpower Reporting (CMR) in accordance with the Contractor Manpower Reporting clause found in Section C.	UNDEFINED	Each		
	The offeror shall include a price for the required annual Contractor Manpower Reporting.				
	Failure to provide proof of CMR compliance on or before 30 November of each reporting year may result in a negative rating on your annual past performance report.				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008		UNDEFINED	Lot		

Option Period - VISA Expenses
COST

VISA Application Processing Expenses for non-resident employees as required.
VISA application processing expenses will be reimbursed with approval from the COR.

The Offeror shall not include a cost for this CLIN. The Government has estimated the amount of \$43,758 for H1B Visa and Permanent Residence application expenses annually.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4009

Option Period - Office Space
FFP

OPTIONAL Contractor furnished office space for use by Contractor and Government personnel.

The offeror shall not include a price for this CLIN in their proposal, however, the offeror will propose their method of fulfilling this requirement should the Government choose to exercise this option CLIN.

The price of this CLIN will be determined and negotiated if/when this option CLIN is exercised. The annual, full service price of the office space will not exceed \$27 per Square Foot.

FOB: Destination

NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

SECTION C

Performance Work Statement

1. GENERAL

The Biotechnology High Performance Computing (HPC) Software Applications Institute (BHSAI) at Fort Detrick, Maryland conducts computational biology research. Specifically, it develops HPC software, creates physiologic models, and conducts basic research in systems biology. The BHSAI's scientists are an interdisciplinary group of Ph.D.-level physical scientists with knowledge in bioinformatics, biochemistry, biotechnology, computer science, computational chemistry and biology, physics, mathematics, artificial intelligence, signal processing, molecular and cellular biology, and biomedical engineering. The scientists simultaneously work on multiple projects, involving a diverse team of scientists across multiple Army and Department of Defense laboratories.

2. ACRONYMS

AMEDD	Army Medical Department
APC	Account processing code
AR	Army Regulation
BHSAI	Biotechnology (HPC) Software Applications Institute
CO	Contracting Officer
COR	Contracting Officer's Representative
DA	Department of the Army
DOD	Department of Defense
HPC	High Performance Computing
MEDCOM	Medical Command
RDA	Research, development and acquisition
RDT&E	Research, development, test and evaluation
SSBI	Single scope background investigation
TATRC	Telemedicine & Advanced Technology Research Center
TEP	Task Execution Plan
TOCOR	Task Order Contracting Officer's Representative
USAMRAA	U.S. Army Medical Research Acquisition Activity
USAMRMC	U.S. Army Medical Research & Materiel Command

3. GOVERNMENT FURNISHED PROPERTY

The Government shall provide the necessary computers, associated hardware and software, office furniture, and office supplies for the project.

If the Government does not have sufficient office space for contractor support personnel, the Option CLIN will be initiated.

4. REQUIREMENTS

- a. The contractor shall provide all personnel necessary to provide non-personal research and development related support services [see Exhibit A – Labor Categories]. These services will support and/or provide:

- (i) Execution and accomplishment of defense medical research, development, test and evaluation (RDT&E) objectives;
 - (ii) Assistance in program management and policy development related to medical research, development, acquisition programs, and applicable research efforts in support of RDT&E and USAMRMC.
 - (iii) Contractor shall respond to CO/COR within time table established for response.
- b. Work performed under this contract shall be restricted to activities related to business and program operations and management where the controlling authority for such work, programs and operations is one of the following:
- (i) Public law specific for medical research, development and acquisition (medical RDA);
 - (ii) Congressional language in authorizations and appropriations specific for medical RDA;
 - (iii) DOD Directives and Instructions in the 5000 series (e.g., DODD 5000.1);
 - (iv) DA Regulations in the 70 series (e.g., AR 70-1, AR 70-3, AR 70-6);
 - (v) DA Regulation 50-X, Biological Surety;
 - (vi) DA Regulation 25-1, Army Knowledge Management and Information Technology;
 - (vii) DA Regulation 25-2, Information Assurance;
 - (viii) OTSG and/or MEDCOM policy and guidance documents related to RDA and/or the medical supply, equipment, and maintenance missions of the Army Medical Department;
- c. Core support will be issued using Firm-Fixed Price or Labor-Hour task orders. Labor Hour task orders will be used for temporary/surge/emergency support. Any required travel and Visa application processing will be issued as COST CLINs, and the Contractor Management Reporting requirement, if not separately priced, will be issued as FFP CLINs on the initial task order for each customer.
- d. The contractor shall develop a tracking system to track expenditures of funds at the task order level.
- e. The contractor shall provide a written plan on how they intend to recruit to fill all labor categories specified as part of their proposal. A final written plan will be submitted by the successful offeror(s). The contractor shall provide a recruitment plan for each recruitment action that outlines, as part of their proposal:
- (i) The vacancy announcement;
 - (ii) Where the vacancy will be advertised;
 - (iii) When the vacancy will be advertised; and
 - (iv) How long the vacancy will be advertised.
- f. The contractor shall fill positions within 30 days of notification of a vacancy and/or a new requirement.
- g. The contractor shall provide a minimum of 3 qualified applicants per vacancy and provide resumes that are redacted with no names on them. However, the contractor shall use a unique identifier that the Government can reference to identify which resumes are being selected. This requirement may be adjusted up or down depending on the expertise required for the position.
- h. The contractor shall ensure skill levels, education, and experience of qualified applicants meets the requested service requirement.
- i. The contractor shall provide two (2) weeks notice before removal of an employee, except when immediate dismissal is warranted, and a qualified replacement must be in place within a 30-day window.
- j. The contractor's Task Order Manager shall meet with the COR on a regular basis to discuss any problems that the contractor or contractor's personnel may be experiencing during the performance of a task order.

The COR will notify the Contracting Officer of these issues. Unresolved problems will be referred to the CO for resolution.

- k. Services may include the provision of assistance as applied to and in support of RDA business and DOD and non-DOD laboratory management in the following functional areas:
 - (i) Research and Development
 - (ii) Issues dealing with the conduct and results of medical science and technology
 - (iii) RDA program management
 - (iv) Medical logistics
 - (v) Regulatory compliance
 - (vi) Assist management with budgets and expenditures associated with DoD and RDA program
 - (vii) Biological surety
 - (viii) Information technology programs in support of research

- l. Duty Hours – The contractor’s employees shall be on duty at the work site during core hours as specified by each task order. Contractor shall implement a system that accurately records hours worked and provide a monthly report to the CORs/TOCORs.

- m. Observance of Legal Holidays and Administrative Leave – Generally, the Contractor shall not be required to work nor will payment be made by the Government on holidays and administrative leave. The following, is a list of Federal Holidays and Administrative Leave:
 - (i) New Year’s Day, January 1
 - (ii) Martin Luther King’s Birthday, the third Monday in January
 - (iii) President’s Day, the third Monday in February
 - (iv) Memorial Day, the last Monday in May
 - (v) Independence Day, July 4
 - (vi) Labor Day, the first Monday in September
 - (vii) Columbus Day, the second Monday in October
 - (viii) Veteran’s Day, November 11
 - (ix) Thanksgiving Day, the fourth Thursday in November
 - (x) Christmas Day, December 25
 - (xi) Any other day over period designated by Federal statute, executive order, presidential proclamation or Installation Commander.
 - (xii) Local determination relating to adverse weather conditions, national emergencies, energy conservation, requiring the Installation to close. During such period of closure, contractor employees not designated as essential shall not be allowed to work nor will the contractor be compensated.

- n. Restrictions and Constraints:
 - (i) The contractor shall not employ a current USAMRMC employee (military or civilian) to provide services under this contract.
 - (ii) Location of performance site will be identified in each Task Order.
 - (iii) Travel, both domestic and foreign, may be required in support of individual Task Orders. Contractor personnel may be required to travel to work sites away from the primary work site in order to accomplish assigned tasks. All travel requests shall be forwarded to the COR 45 days prior to required travel. Travel costs will be reimbursed in accordance with Joint Travel Regulations.
 - (iv) The contractor will be required to acquire the necessary background checks and security clearance, if needed. The Government will identify the level of Security Clearance required to accomplish the task. The minimum clearance required will be a National Agency Check. The appropriate security clearance forms will be provided to the contractor in accordance with FAR Clause 52.204-2 in Section I.

- (v) The contractor shall ensure that all Intellectual Property Provisions are adhered to under current guidelines in effect. It is the Government's intention that this contract will operate under an exceptional rights determination IAW FAR 27.303(d).
 - (vi) The contractor shall ensure that all contractor personnel are advised of nondisclosure policies as well as restrictions from communicating official business to media outlets. The contractor's employees will be required to sign specific nondisclosure agreements as required by individual task orders.
 - (vii) The contractor shall ensure that all contractor personnel are advised of their chain of command and who they should contact if they have questions.
 - (viii) The contractor shall provide all deliverables, reports, and other documents in standard Microsoft Office Suite (Windows version) formats.
 - (ix) Contractor shall ensure that all personnel complete required TATRC, USAMRMC, MEDCOM, DA, and DOD training requirements.
- o. The contractor will develop policies and procedures to discourage "walk off" of employees and shall implement a method for replacement that will ensure performance standards continue to be met.
 - p. The contractor shall have the ability to hire resident and non-resident alien scientists. The contractor will sponsor and support non-resident alien personnel to achieve resident status in order to achieve performance requirements under the contract or individual task orders. With the concurrence from the COR, expenses related to change of personnel residence status or sponsorship for residence status to achieve performance requirements will be reimbursed by the Government.
 - q. This contract will augment research being performed by the Henry M. Jackson Foundation under Assistance Agreement # W81XWH-05-2-0054. The contractor can obtain information concerning this assistance agreement through the Freedom of Information Act (FOIA). The FOIA Point of Contact is Nancy Gaynor at (301) 619-2389 or Email at Nancy.Gaynor@amedd.army.mil.

5. DELIVERABLES

- a. The contractor shall submit a monthly report within the first ten business days of each month detailing project expenditures.
- b. The contractor shall submit a monthly status report within the first five business days of each month detailing project status.
- c. The contractor shall submit monthly labor workload reports. This report shall be submitted with monthly invoices.

6. TASK/DELIVERY ORDERS

- a. Performance under this contract will be in accordance with core services and task orders as needed and issued by the Contracting Officer.
- b. The contractor shall not accept oral instructions to perform any work under this contract. The Government is not bound to accept any supplies or services described in the contract except in accordance with the task order assignments.
- c. The Government requires that the task order award process be timely and efficient. A performance work statement will be provided to the contractor to describe the work to be performed. The contractor shall respond within 5 business days with their plan to meet the Government's task order requirement. The contractor shall fill position requirements within 30 days of notification.

- d. The Contract Specialist will provide task requirements to the contractor in Microsoft Word format, or if applicable Microsoft Excel format, by electronic mail (e-mail) with return receipt requested. If electronic transfer fails, the Government reserves the right to issue the requirement in writing by surface mail or facsimile transfer (fax).
- e. The contractor's plan to meet the task order requirement will include the following at a minimum:
 - (i) Name of task order manager.
 - (ii) Task order approach (i.e. technical proposal describing how the task order will be executed).
 - (iii) Estimated level of effort to include: labor hours and rates by labor category.
 - (iv) Proposed material cost and other direct costs.
 - (v) Proposed indirect costs.
 - (vi) Proposed personnel with curricula vitae.
 - (vii) Proposed subcontracts.
 - (viii) Personnel documentation as required (i.e. security clearance, citizenship status).
 - (ix) Description of necessary Government support required (i.e. Government furnished equipment).
 - (x) Proposed commencement and completion dates.
- f. The contractor shall submit their plan in Microsoft Office formats and transmit the files to the Contract Specialist via e-mail, return receipt requested.
- g. Upon completion of the task order evaluation process, the Contracting Officer will issue a task order to the contractor on DD Form 1155, Order of Supplies and Services, to authorize performance of the task order.

7. CONTRACTOR FURNISHED OFFICE SPACE (OPTION)

- a. The contractor may be required to furnish physical facilities and associated services as needed to perform the contract.
- b. The facilities requirement will be included as an option CLIN in the contract. This requirement should not be included as a priced item in the offeror's proposal, but rather a statement describing how the offeror will fulfill this requirement should the Government choose to exercise this option.
- c. The contractor, upon execution of the option, will furnish facilities to include: office space, utilities, taxes, and janitorial services. The office space minimum requirements are as follows:
 - (i) Comfortable and professional office space for approximately 30 – 40 individuals to be occupied by Government and contractor's staff scientists and management support for the BHSAL.
 - (ii) The office space must be located within 5 miles of Fort Detrick, MD.
 - (iii) Offices must be a mixture of (20 – 30) one person, (5 – 10) two person, and (2 – 3) three to four person offices. At least one of the single person offices should be at least 200 square feet.
 - (iv) The office space must have at least 2 conference areas, able to hold at least 15 people, and be capable of joining together into a single area.
 - (v) The office space must include two separate copy areas, with space for several copiers, printers, fax machines, and work surfaces.
 - (vi) The office space must provide storage areas for office supplies, and a kitchen area.
 - (vii) No wet-laboratory space is required.
 - (viii) The office space must include a server room, at least 200 square feet, which must have separately controlled cooling, operational 24 hours a day, seven days a week.
 - (ix) The office space must have secured entry using an electronic door key system.
 - (x) The office space must be equipped with cabling to support T-3 internet service for high speed internet access.
 - (xi) Each office must be equipped with three data ports, one telephone port, and ample electrical outlets per person.

- d. Upon the Government's request to exercise this option, the contractor shall provide multiple, comparative propositions for fulfilling the office space requirement. The cost will be negotiated when Option is exercised.
- e. The contractor shall be prepared to provide the office space for occupation within 120 days of notification by the Government that such facility is needed.
- f. The price of this CLIN will be determined and negotiated if/when this option CLIN is exercised. The annual, full service price of the office space will not exceed \$27 per Square Foot. The price of this CLIN will be determined and negotiated if/when this option CLIN is exercised. The annual, full service price of the office space will not exceed \$27 per Square Foot.

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 from the date of contract award to the final end date of all task orders.

KEY PERSONNEL (MAR 1999) (USAMRAA)

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

- 1) Program Manager
- 2) Program Coordinator

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 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.

PERFORMANCE REQUIREMENTS

TASK	Requirement	Surveillance Schedule	Acceptable Quality Level
1. Project Management	The Contractor shall provide effective project management for all tasks.	Monthly	Periodic Inspection, Customer Complaints
3. Status Reports	Contracted employees shall provide a monthly report within the first five business days of each quarter on project status.	Monthly	100% Inspection
4. Workload Reports	The Contractor shall submit a copy of contracted employees' workload reports with invoices to the government every month.	Monthly	100% Inspection
6. Security Clearance	All contractor employees will maintain appropriate security clearance for performance.	100% of the time.	100% Inspection

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
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
1008	N/A	N/A	N/A	Government
1009	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government
2006	N/A	N/A	N/A	Government
2007	N/A	N/A	N/A	Government
2008	N/A	N/A	N/A	Government
2009	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
3004	N/A	N/A	N/A	Government
3005	N/A	N/A	N/A	Government
3006	N/A	N/A	N/A	Government
3007	N/A	N/A	N/A	Government
3008	N/A	N/A	N/A	Government
3009	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government
4004	N/A	N/A	N/A	Government
4005	N/A	N/A	N/A	Government
4006	N/A	N/A	N/A	Government
4007	N/A	N/A	N/A	Government
4008	N/A	N/A	N/A	Government

4009	N/A	N/A	N/A	Government
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CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001

CLAUSES INCORPORATED BY FULL TEXT

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. To Be Determined Upon Award"

(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."

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 22-JUN-2009 TO 21-JUN-2010	N/A	USA MED RESEARCH AND MATERIEL COM 504 SCOTT STREET FORT DETRICK MD 21702-5012 FOB: Destination	W23RYX
0002	POP 22-JUN-2009 TO 21-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
0003	POP 22-JUN-2009 TO 21-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
0004	POP 22-JUN-2009 TO 21-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
0005	POP 22-JUN-2009 TO 21-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
0006	POP 22-JUN-2009 TO 21-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
0007	POP 22-JUN-2009 TO 21-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
0008	POP 22-JUN-2009 TO 21-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
0009	POP 22-JUN-2009 TO 21-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
1001	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
1002	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
1003	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
1004	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
1005	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX

1006	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
1007	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
1008	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
1009	POP 22-JUN-2010 TO 21-JUN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2001	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2002	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2003	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2004	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2005	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2006	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2007	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2008	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
2009	POP 22-JUN-2011 TO 21-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
3001	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
3002	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
3003	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
3004	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
3005	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX

3006	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
3007	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
3008	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
3009	POP 22-JUN-2012 TO 21-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4001	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4002	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4003	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4004	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4005	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4006	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4007	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4008	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX
4009	POP 22-JUN-2013 TO 21-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23RYX

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order
52.247-34 F.O.B. Destination

AUG 1989
NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (JULY 2006) (USAMRAA)

____ (1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed. CLIN _____

____ (2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric. CLIN _____

____ (3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN. CLIN _____

__XX__ (4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year. CLIN 0001 – 4400.

____ (5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date. CLIN _____

____ (6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN. CLIN _____

____ (7) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

____ (8) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

_____ (9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

_____ (10) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

_____ (11) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract in the same proportion as the amount of funding currently unliquidated for each ACRN.

_____ (12) *Other.*

INVOICE AND RECEIVING REPORT PROCEDURES WHEN EFFECTING PAYMENT VIA THE GOVERNMENT PURCHASE CARD (NOV 2006) (USAMRAA)

The Contractor shall indicate in their proposal if they want to receive Government credit card payments. Otherwise, payments for all Firm-Fixed Price (FFP) CLINS will be processed via the Wide Area Work Flow (WAWF), which is an Electronic Invoicing system. See WAWF instructions in Section G, Army Electronic Invoicing USAMRAA Clause.

If the Contractor elects to have credit card payments, the payment will be made by the US Army Medical Research Acquisition Activity (USAMRAA), Fort Detrick, Frederick, MD.

The Contractor shall submit an original invoice to the appointed Contracting Officer's Representative (COR) or the designated Technical Point of Contact (POC). Concurrently, the Contractor shall send a copy of the invoice to the applicable USAMRAA Contract Specialist.

The COR/Technical POC shall forward the original invoice and an original receiving report to the USAMRAA Contract Specialist.

The name, address, e-mail address, and telephone number for the COR/Technical POC shall be designated upon contract award.

The name, address, e-mail address, and telephone number of the USAMRAA Contract Specialist is Lucas Crumbacker, lucas.crumbacker@us.army.mil, phone no. (301) 619-1361.

REPRESENTATIONS AND CERTIFICATIONS (MAR 1999) (USAMRAA)

The representations, certifications, and other statements submitted by the contractor, dated (To Be Determined Upon Award), are incorporated herein by reference.

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.

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.

VOUCHERS (DEC 2006) (USAMRAA)

The SF-1034 forms shall be submitted for cost items (Travel cost and Visa Applications Expenses) listed in the contract as separate CLINS.

- a. The Contractor shall submit an original and one copy of public vouchers (SF 1034), with supporting documentation, not less frequently than monthly to USAMRAA, Attn: Lucas Crumbacker, 820 Chandler Street Fort Detrick, MD 21702, lucas.crumbacker@us.army.mil, and rhonda.roebuck@amedd.army.mil 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.
- 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.

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 (45) 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 Continental United States (OCONUS), 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.

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

Wide Area Workflow (WAWF) (see instructions below)

Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

_____ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats
(<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

_____ Other (please specify)_____

DFAS POC and Phone:_____

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

WAWF Instructions

Questions concerning payments should be directed to:
Defense Finance and Accounting Service
(DFAS) Rome
325 Brooks Road
Customer Service: 1-800-553-0527
Rome, NY 13441-4527

Please have your purchase order/contract number ready when calling about payments.

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

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate type)

_____ Commercial Item Financing

_____ Construction Invoice (Contractor Only)

_____ Invoice (Contractor Only)

_____ (Invoice and Receiving Report COMBO)

_____ Invoice as 2-in-1 (Services Only)

___XX___ Performance Based Payment (Government Only)

_____ Progress Payment (Government Only)

_____ Cost Voucher (Government Only)

_____ Receiving Report (Government Only)

_____ Receiving Report With Unique Identification (UID) Data (Government Only)

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

_____ Summary Cost Voucher (Government Only)

CAGE CODE: [Enter Contractor Cage Code here]

ISSUE BY DODAAC: [W81XWH]

ADMIN BY DODAAC: [W81XWH]

INSPECT BY DODAAC: [W23RYX]

ACCEPT BY DODAAC: [W23RYX]

SHIP TO DODAAC: N/A

LOCAL PROCESSING OFFICE DODDAC: N/A

PAYMENT OFFICE FISCAL STATION CODE: N/A

EMAIL POINTS OF CONTACT LISTING: N/A

INSPECTOR: Designated Contracting Officer Representative's upon award

ACCEPTOR: Designated Contracting Officer Representative's upon award

RECEIVING OFFICE POC: N/A

CONTRACT ADMINISTRATOR: Lucas Crumbacker, lucas.crumbacker@us.army.mil

CONTRACTING OFFICER: Fay J. Peiffer, fay.peiffer@amedd.army.mil

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-5	Certification Regarding Responsibility Matters	DEC 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2008
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	FEB 2009
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements--Commercial Item Acquisition	FEB 2007
52.222-25	Affirmative Action Compliance	APR 1984
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
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
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	JUN 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6 Alt I	Inspection--Time And Material And Labor Hour (May 2001) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7020	Rights In Data--Special Works	JUN 1995
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (5) [Removed].

___ (6)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (7)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

XX (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

XX (9)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

XX (11) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

XX (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

XX (17) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

XX (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

XX (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

XX (25)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

XX (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

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

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

XX (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

XX (40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

XX (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

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

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). See Historical Data (Exhibit A).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

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

(viii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)

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

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award of the contract through the end date of the contract, including all option periods.

(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 \$200,000, 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 \$3,000,000;

(2) Any order for a combination of items in excess of \$3,000,000; or

(3) A series of orders from the same ordering office within 7 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year following the end of the effective 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 30 calendar days prior to the effective expiration date of the contract period.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 calendar days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 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)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the

Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUNE 2007)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: In accordance with PWS, a GFP list will be provided with each individual task order.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 7 business days after discovery. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

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):

Find referenced provisions under the "references" link at:

www.usamraa.army.mil

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Find referenced clauses under the "references" link at:

www.usamraa.army.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

- (2) XX_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (4) _XX_ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) _XX_ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ___ 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) _XX_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) _XX_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) XX_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) _XX_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) _XX_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) _XX_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

TASK/DELIVERY ORDERS (DEC 2006) (USAMRAA)

a. The contractor shall perform in accordance with the contract schedule and as called for by orders issued in accordance with this clause.

b. The SF 1155 or 1449 will be used to issue task assignments and to signify Contracting Officer notification to commence work under the individual task orders. The contractor shall not proceed with the task until notification is received from the Contracting Officer.

c. The task/delivery orders, and modifications to task/delivery orders, will be numbered by the issuing office. Modifications to the task/delivery orders will be designated by the modification number and contain the original task order number.

d. The contractor shall identify all correspondence, reports, drawings, and other pertinent papers in connection with the contract by imprinting thereon the task/delivery order and the contract number, plus any other references furnished by the Contracting Officer.

e. The total of all completed and outstanding Task/Delivery Orders will at no time exceed the current amount obligated.

f. The Competition Advocate for the U.S. Army Medical Research Materiel Command, Fort Detrick, Maryland has been designated as the Ombudsman for this contract. (applicable to multiple award contracts only)

g. Procedures:

- (1) Prior to issuance of a Task/Delivery Order and upon definition of the Government requirement, the Contracting Officer will, in writing, issue to the contractor a Task/Delivery Order Request for Proposal (RFP) which will designate a preferred Task/Delivery Order type.
- (2) The contractor shall submit one electronic copy to the Contract Specialist by a date mutually agreed upon 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 14 days will be required, the contractor shall provide justification to the Contracting Officer, in writing, as soon as possible after receipt of a task assignment.

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

- (3) Upon receipt of the contractor's proposal, the Government will proceed to evaluate the same, subsequent to which negotiations will take place between the Contracting Officer and the contractor. The contractor is expressly forbidden from discussing with the Contracting Officer's Representative (COR), or any other Government technical personnel, any aspects of any pending Task/Delivery Orders absent expressed written permission from the Contracting Officer to that effect.
- (4) Following the conclusion of negotiations, the Contracting Officer will issue a fully executed Task/Delivery Order, containing all agreed-to terms and conditions, specifying the task to be performed, special reporting requirements and a firm-fixed price amount.
- (5) In the event that the parties fail to agree on Task Order type, price, costs and/or fixed fee or profit for any Task Order hereunder, the Contracting Officer may render a unilateral written decision as to what type of Task Order and what level of price or costs and/or fee/profit is reasonable under the circumstances for the services required pursuant to the Task Order, and will subsequently unilaterally issue the Task Order in accordance with that decision. Said decision shall constitute a decision rendered concerning a question of fact within the meaning of and governed by the terms of FAR Clause 52.233-1 in Section I of this contract.

CONTRACT CEILING (MAR 1999) (USAMRAA)

The ceiling price of this contract, including all exercised options, is \$40,000,000. The contractor agrees that the work performed under this contract shall be accomplished within the specified ceiling price. Unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased and the amount of the increase, any costs incurred in excess of the ceiling price shall be borne by the contractor. The contractor's attention is directed to Section C, "Performance Work Statement", Paragraph 6, 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.

CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)

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

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

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS/ATTACHMENTS LIST

EXHIBITS / ATTACHMENTS:

<u>Label</u>	<u>Document Title</u>	<u>Date</u>
Exhibit A	Labor Categories and Historical Contractor Support	27-FEB-2009
Exhibit B	Fully Burdened Labor Rates	06-MAR-2009
Exhibit C	Past Performance Questionnaire	03-MAR-2009
Exhibit D	Wage Determination	24-MAR-2009

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the

Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 (c)(10)(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.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror

need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single or multiple Indefinite Delivery/Indefinite Quantity contracts resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single task order contract or to award multiple task order contracts for the same services to two or more sources under this solicitation.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.232-15 Progress Payments Not Included

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

(1) SUBMISSION OF QUESTIONS RFP: Any comments or questions regarding this solicitation shall cite the solicitation number and be directed to both of the following Government representatives via the e-mail addresses below no later than **5 May 2009 at 12:00 PM ET**:

Name: Lisa Sawyer, Contract Specialist

E-mail: lisa.sawyer@amedd.army.mil

Name: Fay J. Peiffer, Contracting Officer

E-mail: fay.peiffer@us.army.mil

Address (must be complete on all transmittals):

U.S. Army Medical Research Acquisition Activity (USAMRAA)
ATTN: MCMR-AAA-B / W81XWH-09-R-0013 (Ms. Lisa Sawyer)
820 Chandler Street
Fort Detrick, MD 21702-5014

The Government will answer all relevant and appropriate questions regarding this solicitation. All questions shall be submitted electronically no later than **5 May 2009 at 12:00 PM ET** to the Contract Specialist and Contracting Officer. 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 this solicitation.

(2) SUBMISSION OF PROPOSALS: The proposal shall be submitted in three parts no later than **22 May 2009 at 12:00 PM ET**.

- (i) PART 1 - TECHNICAL PROPOSAL
- (ii) PART 2 - PAST PERFORMANCE/PERFORMANCE RISK
- (iii) PART 3 - BUSINESS COST PROPOSAL

(a) Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the others. Offerors shall submit one original and five (5) hard copies of the proposal and six (5) copies of each separate part on **Compact Discs (CDs)** in MS Office Suite Applications format. Proposals shall be submitted to the following address:

Director
U.S. Army Medical Research Acquisition Activity (USAMRAA)
ATTN: MCMR-AAA-B / W81XWH-09-R-0013 (Mr. Lucas Crumbacker)
820 Chandler Street

Fort Detrick, MD 21702-5014

(b) Offerors are referred to FAR 52.212-1, Instructions to Offerors Provisions, for general instructions on: submission, modification, revision and withdrawal of proposals; late proposals and revisions; offer expiration date; restrictions on disclosure and use of data; and contract award.

(c) Evaluation of Proposals: The Government will evaluate proposals in accordance with the evaluation criteria set forth in this RFP.

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

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

(3) PROPOSAL FORMATTING GUIDELINES:

The proposal must be clear and legible. Attachments must conform to the following guidelines:

- (a) **Type Font:** 12 point, 10 pitch (Arial)
- (b) **Spacing:** Single-spacing between lines of text
- (c) **Margins:** 1.0 inches on all sides
- (d) **Acronyms:** Spell out all acronyms the first time they are used. One page following the proposal body is allocated to spell out acronyms, abbreviations and symbols.
- (e) **Language:** English
- (f) **Format:** Microsoft Office Applications (i.e. MS Word, Excel)

(4) TECHNICAL PROPOSAL INSTRUCTIONS

The Technical Proposal is required to meet all requirements of the RFP, not just Evaluation Factors to be eligible for award. The offeror shall submit a proposal comprehensive enough to provide the basis for a sound evaluation by the Government. Technical proposal shall not exceed 50 pages including resumes. Pages exceeding the specific page limitation will be removed and not forwarded for evaluation. The Technical Proposal must include a discussion of your methodology to meet all the requirements of the contemplated award. The Technical discussion shall be specific, detailed, and complete enough to clearly and fully demonstrate that you understand the requirements and the inherent problems associated with the objectives of this procurement. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as, "Standard procedures will be employed" and "Well-known techniques will be used." The Technical Proposal must be sufficient as to how you propose to comply with the applicable Performance Work Statement including a full explanation of the techniques and procedures you propose to follow. Technical proposals shall also include a proposed Quality Control Plan for the Government's consideration in development of the Government's Quality Assurance Surveillance Plan (QASP). A QASP will specify the work requiring surveillance and the method of surveillance to determine that the services conform to the contract requirements.

(a) Management and Technical Expertise

The offeror shall provide the following information, at a minimum: (1) understanding of the scope of work and types and nature of deliverables to be provided, (2) management expertise in the sciences field, (3) organizational hierarchy and decision authority at various management levels, (4) knowledge of government regulations in relation to the requirements of the project.

(b) Proposed Staffing and Personnel Qualifications

The offeror shall provide the following information, at a minimum: (1) the qualifications of the offeror's proposed personnel to include relevant education, training, and credentials, and (2) the competency of the offeror's personnel as determined by relevant experience to include general and biocontainment laboratory operations, regulated studies procedures, product development experience, and publication record.

(c) Recruitment/Retention Plans

The offeror shall provide the following information, at a minimum: (1) demonstrated strategy for recruitment, selection, and retention of personnel, (2) demonstrated average number of days to fill recruitment actions, (3) demonstrated strategy for awards program for contractor employees for the dual purposes of improving/increasing employee morale and/or job satisfaction, (4) ability to retain existing BHS AI personnel, (5) ability to hire resident and non-resident alien scientists, and (6) sponsor residency status for non-resident aliens.

(5) PAST PERFORMANCE/PERFORMANCE RISK

Offeror shall describe awards of a nature and complexity similar to this proposed service contract and provide references in which the Offeror is presently performing or has performed in the past (within last 5 years) for like or similar services. The past performance can be Government and/or commercial in nature; however, specific support provided to HQ, USAMRMC, USAMEDCOM, DA, DOD, life sciences research and biomedical laboratories such as TATRC or BHS AI should be highlighted.

Each contract description should provide the following information: Project or contract title; award number, contracting agency, type of contract, and total dollar value; date of contract and period of performance; Government agency or firm for which the work has been performed, including address, points of contact (project manager and contracting officer, name, title, address and telephone number; brief description of the contract work, scope and responsibilities; the average number of personnel (key and other personnel) assigned to the respective contract(s), and the percentage turnover of contract personnel. In addition, a brief description of how the cited work is the same or similar to the proposed effort should be submitted.

Past performance provided shall include both prime and subcontractor experience. Offerors shall describe problems encountered in the performance of similar services and describe how the problem(s) was/were resolved. The offeror shall submit the Past Performance Questionnaire (Exhibit C) directly to the Contract Specialist prior to the closing date of the solicitation. Past performance information obtained by the Government from other sources may also be used for evaluation. The information gathered will be used to assess the relevancy of previous services performed and to determine the degree of performance risk involved in accepting each offeror's proposal. In the event an established offeror is simply without a record of past performance, the offeror's lack of past performance will be evaluated as an unknown risk having no favorable or unfavorable impact on the evaluation.

(6) BUSINESS PROPOSAL INSTRUCTIONS

Business proposals shall consist of the following four parts:

- Fully burdened hourly labor rates for all suggested labor categories and any additional proposed labor categories or levels (Exhibit B).
- Pricing information relating to Contractor Manpower Reporting requirements.
- Representations and Certifications.
- Signed SF33 and required acknowledged solicitation amendments.

Pricing shall be provided for individual labor categories as contained in Exhibit B, including proposed levels thereof. The Government will evaluate offers for award purposes by comparing the fully burdened hourly labor rates proposed in Exhibit B and proposed levels thereof for the base period and all option periods. Price may become the deciding factor if proposals are evaluated and determined to be technically equivalent.

The business proposal should be specific and complete in every detail. The preferred method of payment is Payment by Third Party, i.e., Government credit card. Business proposals shall acknowledge ability to accept third party payments.

If Contractor can not accept payment by Government credit card, payment will be made by Wide Area Workflow (WAWF).

(1) PROPOSAL EVALUATION

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

(b) These principal factors will be evaluated in each offeror's proposal and are deemed critical in evaluating technical proposals: management plan and technical expertise, personnel qualifications, proposed staffing and recruitment/retention plans, and past performance.

(2) FACTORS FOR AWARD:

(a) MANAGEMENT AND TECHNICAL EXPERTISE

1. Understanding of the scope of work and types and nature of deliverables
2. Management expertise in the science fields noted on Page 25, Section C. of the Performance Work Statement (1. General).
3. Organizational hierarchy and decision authority at various management levels
4. Knowledge of government regulations in relation to the requirements of the project, i.e., H1-B visas, National Agency Checks.

(b) PROPOSED STAFFING AND PERSONNEL QUALIFICATIONS

1. The qualifications of the offeror's proposed personnel to include relevant education, training, and credentials
2. The competency of the offeror's personnel as determined by relevant experience to include general and biocontainment laboratory operations, regulated studies procedures, product development experience, and publication record

(c) RECRUITMENT/ RETENTION PLANS

1. Demonstrated strategy for recruitment, selection, and retention of personnel
2. Demonstrated average number of days to fill recruitment actions
3. Demonstrated strategy for rewarding contractor employees for the dual purposes of improving/increasing employee morale and/or job satisfaction
4. Ability to hire resident & non-resident alien scientists
5. Ability to sponsor residency status to non-resident aliens

(d) PAST PERFORMANCE/PERFORMANCE RISK

1. Extent of experience with support contracts of similar complexity
2. Past experience with HQ, USAMRMC, USAMEDCOM, DA, and DOD or similar state, federal, or commercial organization.
3. Past experience supporting a life sciences research laboratories similar to BHSI

(e) **COST/PRICE:** The Government will evaluate offers for award purposes by comparing the fully burdened hourly labor rates in Exhibit B for the base period and all option periods. Price may become the deciding factor if proposals are evaluated and determined to be technically equivalent.

(3) BASIS FOR AWARD:

(a) The award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the five evaluation factors: Management and Technical Expertise; Proposed Staffing and Personnel Qualifications; Recruitment/Retention Plans; Past Performance/Performance Risk, and Cost/Price. The first three evaluation criteria are equal in importance, and each of these initial three evaluation criteria is slightly more important than Past Performance. The sub-factors within each factor are of equal importance. The non-Cost factors combined are significantly more important than the Cost/Price factor; however, price may become the deciding factor if proposals are evaluated and determined to be technically equivalent. 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 an unknown performance risk. To receive consideration for award, a rating of no less than "Satisfactory" must be achieved for the Management Plan and Technical Expertise, Personnel Qualifications, and Proposed Staffing and Recruitment/Retention Plans factors. If upon final evaluation, an offeror is deemed unsatisfactory for any individual factor, they may be considered unacceptable for award. Proposals that are unrealistic in terms of technical or schedule commitments or unrealistically high or low in price will be deemed reflective of an inherent lack of technical competence or indicative of the offeror's failure to comprehend the complexity and risks of the contract requirements and may be grounds for rejection of the proposal. Offerors are cautioned that the award may not necessarily be made to the lowest price offered.

(b) Each initial offer should contain the offeror's best terms from a technical and price standpoint. The Government reserves the right to:

- Reject any or all proposals,
- Award no contract at all, depending on the quality of the proposal(s) submitted and the availability of funds,
- Award to other than the lowest priced offer,
- Waive informalities and minor irregularities in offers received, and
- Award a contract without discussions.

(c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(4) EVALUATION APPROACH

1. The evaluation factors of Management Plan and Technical Expertise, Personnel Qualifications, and Proposed Staffing and Recruitment/Retention Plans will each receive a rating of Excellent, Good, Acceptable, or Unacceptable based on the SSEB's adjectival assessment. The following rating definitions will be used:
 - a. Excellent – The offeror's proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous advantageous characteristics of substance, and essentially no disadvantages, which can be expected to result in outstanding performance. The risk of unsuccessful performance is very low as the proposal provides solutions, which are unquestionably feasible and practical. These solutions are further considered very low risk in that they are exceptionally clear, precise, fully supported, and demonstrate a clear understanding of the requirements.
 - b. Good - The proposal demonstrates a sound approach , which is expected to meet all requirements and objectives. This sound approach includes advantageous characteristics of substance, and few relatively minor disadvantages, which collectively can be expected to result in satisfactory performance. The risk of unsuccessful performance is low as the proposal contains solutions, which are considered feasible and practical. These solutions are further demonstrates an understanding of the requirements.
 - c. Acceptable – The proposal demonstrates an approach, which is capable of meeting all requirements and objectives. The approach includes both advantageous and disadvantageous characteristics of substance , where the advantages are not outweighed by the disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The risk of unsuccessful performance is moderate, as the proposal solutions are generally feasible and practical. These solutions are further considered to reflect moderate risk in that they are somewhat clear and precise, partially supported, and demonstrate a general understanding of the requirements.
 - d. Unacceptable – The proposal demonstrates an approach, which is based on a very high risk, will very likely not be capable of meeting all requirements and objectives. This approach has numerous disadvantages of substance, and advantages, which, if they exist, are far outweighed by disadvantages. Collectively, the advantages and disadvantages will not result in satisfactory performance. The risk of unsuccessful performance is very high as the proposal contains solutions, which are not feasible and practical. The solutions are further considered to reflect very high risk in that they lack any clarity or precision, are unsupported, and do not demonstrate an understanding of the requirement.
2. The evaluation factor of Past Performance/Performance Risk will receive a rating of Low Risk, Moderate Risk, High Risk, or Unknown Risk. The following rating definitions will be used:
 - a. Low Risk – Little doubt exists, based on the offeror's performance record that the offeror can perform the proposed effort.
 - b. Moderate Risk – Some doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort.
 - c. High Risk – Significant doubt exists based on the offeror's performance record that the offeror can perform the proposed effort.
 - d. Unknown Risk – Little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.
3. The Cost/Price evaluation factor will not receive a rating.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)