

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 65		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W81XWH-10-R-0018		6. SOLICITATION ISSUE DATE 05-Mar-2010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JASON KUHNS			b. TELEPHONE NUMBER (No Collect Calls) 301-619-1861		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 16 Apr 2010	
9. ISSUED BY US ARMY MEDICAL RESEARCH ACQUISITION ACT DIRECTOR 820 CHANDLER STREET FORT DETRICK MD 21702-5014 TEL: FAX:			CODE W81XWH		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO USA MED RESEARCH MAT CMD 1077 PATCHEL STREET FORT DETRICK MD 21702 TEL: FAX:			CODE W91ZSQ		16. ADMINISTERED BY			CODE
17a. CONTRACTOR/OFFEROR			CODE		18a. PAYMENT WILL BE MADE BY			CODE
TEL.			FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
					TEL: EMAIL:			

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

Section SF 30 - BLOCK 14 CONTINUATION PAGE

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT
Administrative, Technical and Logistical Peer Review Services

SECTION 1: PURPOSE

To award a contract for the performance of scientific and technical peer review services on research applications received in response to each Fiscal Year's Program Announcements for all CDMRP-sponsored programs.

To support the tasks identified below requires an experienced and cohesive team of scientific, technical and administrative professionals who can demonstrate a comprehensive understanding of the requirements to conduct peer review and produce acceptable deliverables within the required timelines while meeting cost, schedule and performance requirements.

SECTION 2: BACKGROUND

The United States Congress directed the Department of Defense (DOD) to manage appropriations totaling over \$5.4 Billion (B), since fiscal year 1992 (FY92), for intramural and extramural programs directed toward targeted medical research initiatives. The US Army Medical Research and Materiel Command (USAMRMC) is responsible for administering these targeted research program appropriations, and manages them through its office of the Congressionally Directed Medical Research Programs (CDMRP). The CDMRP's vision is to find and fund the best research to eradicate diseases and support the war fighter for the benefit of the American public.

The DOD Breast Cancer Research Program was established in FY92 by Appropriations Conference Committee Report No 102-328, which provided \$25 Million (M) for research on breast cancer screening and diagnosis for military women and their family members. In 1993 grassroots efforts by the breast cancer survivors and advocacy communities led to a FY93 congressional appropriation of \$210M for peer reviewed breast cancer research.

The CDMRP sought the advice of the National Academy of Sciences Institute of Medicine (IOM) on how to best invest the \$210M congressional appropriation. While the IOM made several important recommendations, a pivotal one outlining a two-tier review process for evaluating and selecting research applications has become a cornerstone within CDMRP. This novel two-tiered process involves reviewing every research application for scientific merit as well as programmatic relevance.

The first tier of the two-tier review process is peer review. Peer review is a criteria-based process where applications are evaluated based on their scientific and technical merit. Applications are evaluated by scientific discipline, specialty area, or award mechanism by scientific, technical and consumer peer reviewers.

The second tier of review is programmatic review. Applications are programmatically reviewed by members of the programs' Integration Panel. Programmatic review is a comparison-based process in which applications from multiple research areas compete in a common pool. Programmatic review balances the potential outcomes and risks of scientifically meritorious applications.

In FY 08, 53 program announcements were released, approximately 9,500 pre-applications were received and over 7,600 full applications were received. In FY 09, 82 program announcements were released and it is anticipated that more than 14,000 pre-applications and 7,000 full applications will be received.

Proposal submission is a two-step process consisting of (1) a pre-application submission through the CDMRP-provided electronic receipt system, and (2) an application submission through Grants.gov (<http://www.grants.gov/>).

This support is currently performed by an external scientific peer review contractor because the CDMRP office does not have the capability or the expertise to perform these duties in-house.

For more information on the office of the CDMRP, go to <http://cdmrp.army.mil> and review materials provided on the website.

The Government reserves the right to include scientific peer review of proposals for other federal agencies. These efforts may be in conjunction with this command's program announcement or a separate task. The Contractor shall provide all necessary qualified personnel to provide scientific peer review for each of the selected scientific programs.

SECTION 3: PERFORMANCE

Contractor personnel shall provide all administrative, technical and logistical support for all aspects of scientific and technical peer review of research applications submitted to CDMRP. A list of anticipated programs and an estimate of annual pre and full applications for each program is located in Attachment A.

3.1 Administrative Requirements

3.1.1 General Program Assistance

3.1.1.1 Attend and participate in each program Integrated Program Team (IPT) meetings and activities each fiscal year and assist with setting program milestones, preparation of fiscal year PAs (one PA per award mechanism) and other pertinent business.

3.1.1.2 Participate in milestone planning meetings and the development of a milestone schedule for all CDMRP research programs at the beginning of each fiscal year.

3.1.1.3 Provide scientific and technical peer review advice, plans, recommendations and innovative approaches when defining business process improvements.

3.1.2 Administrative Actions/Compliance Review

3.1.2.1 In accordance with the CDMRP Compliance Standard Operating Procedure, the CDMRP Application Instructions (AI) and Program Announcements (PA) shall be used as the authoritative document for conducting Administrative Action/Compliance Review of pre-applications, letters of intent (LOI) and full applications submitted to CDMRP.

3.1.2.2 Original .pdf files submitted via Government electronic processes (Grants.gov or CDMRP-provided electronic receipt system) shall be administratively reviewed for inclusion of appropriate components as identified in each respective PA or AI document.

3.1.2.3 Provide a compliance checklist in accordance with each respective PA within 10 business days after PA release.

3.1.2.4 Contact the Principal Investigators (PI) and Contracting Representative (CR)/Authorized Organization Representative to request missing documents other than those that result in immediate rejection of the application as specified in the compliance checklist (for full applications only). Additional documentation received from the PI and/or CR/AOR shall be added electronically to the appropriate application file(s). A list of modified applications shall be submitted with the list as noted in Section 3.1.2.5 below.

3.1.2.5 Provide a report by research program of pre-applications with their administrative compliance issues based on compliance guidance with each respective PA no later than four (4) business days after receipt through the CDMRP-provided electronic receipt system. Provide a report by research program of applications with their administrative compliance issues no later than 10 business days after receipt through Grants.gov. Provide all appropriate documents necessary for the CDMRP compliance review. Provide a separate report of all administrative modifications no later than four (4) business days through the CDMRP-provided electronic receipt system and no later than 10 business days after receipt through Grants.gov.

3.1.2.6 Review applications to identify those that contain names of Integration Panel members (in sections other than "Reference Cites") and generate an IP screening report, to be delivered simultaneously with the administrative modifications report within 10 business days after receipt through Grants.gov and no later than four (4) business days through the CDMRP-provided electronic receipt system.

3.1.2.7 Identify applications where requested direct costs or total costs exceed the maximum allowed by the award mechanism. If direct or total cost amounts are missing, identify this information in the report as noted in 3.1.2.4 above.

3.1.2.8 Provide a report of all PIs by their respective CDMRP application log numbers, including application title, for PIs that have submitted multiple applications to the same program and have submitted applications to multiple programs within the same fiscal year (that have had receipt). This report shall be provided concurrently with delivery of the peer reviewed application files (as established in the deliverables/receivables tracking sheet (D/RTS)).

3.1.2.9 Prepare all letters to PIs and CR/AORs informing them of their applications non-compliance status and the reasons for its non-compliance.

3.1.2.9.1 Prepare a draft of the annual template letter, in accordance with Army Regulations, for non-compliant notification and deliver to the COR within 20 business days following release of the first fiscal year PA. Within five (5) business days after receipt of COR input, edit and forward letter to the COR.

3.1.2.9.2 Deliver application specific edited draft letters following receipt of decisions from each compliance review. Upon approval, forward the final non-compliant letters for signature.

3.1.2.9.3 Post the non-compliant letters to the CDMRP-provided electronic receipt system upon receipt of the signed letters.

3.1.2.9.4 Notify via e-mail the appropriate PIs and CR/AORs within one (1) business day after posting of non-compliant letters.

3.1.3 Training and Orientation

3.1.3.1 Furnish a coordinated training and orientation plan for all reviewer participants at the beginning of each fiscal year. The training and orientation plan shall incorporate separate sub-plans for training and orienting new SROs, scientist and technical reviewers, ad-hoc reviewers and consumers within a master timeline for accomplishing the proposed training. Each sub-plan shall identify learning objectives outlined in measurable, behavioral terms, including process or intermediate demonstrations of terminal objective achievement and outcome performance evaluation tools/audits that correspond to the learning objectives. Each plan shall furnish proposed timelines for each audience, including educational materials, using portable, alternative and web-based media to the extent possible, and incorporating targeted levels of learning appropriate to each audience. The training and orientation programs shall be approved by the COR.

3.1.3.2 Schedule, coordinate and provide an appropriate number of orientations for 1) Scientific Research Officers (SRO) and Peer Review Panel (PRP) chairpersons; 2) all reviewers; and 3) Government Liaisons (GL) (for all types of review processes). Orientations shall be developed in consultation with appropriate CDMRP personnel. Review orientation materials with appropriate CDMRP personnel no later than 10 business days prior to the peer review meeting.

3.1.3.3 Program specific orientation(s), separate from any Contractor general orientation or training, shall be held via teleconference prior to distribution of review materials and shall be scheduled accordingly. The goal of the orientation teleconference is to inform the Chairpersons, SROs, and peer review support personnel of each peer review session with program specific guidance relevant to peer review with the intent to disseminate PRP specific guidance to peer reviewers. Additional teleconferences after distribution of review materials may be held as appropriate.

3.1.3.4 Design and implement consumer orientation sessions and provide support to consumer reviewers pre-meeting, on-site and post meeting (as appropriate). Provide a draft of the Consumer Orientation briefing 10 business days before each peer review meeting for approval. Attend and participate in a dry run meeting as requested.

3.1.4 Prepare PRP Participants Letters

Prepare and send a draft thank you letter template for approval and signature prior to the first peer review meeting each fiscal year. Upon completion of each peer review meeting, send thank you letters to each peer review participant (scientist/technical reviewers and consumer reviewers) within 10 business days of the meeting completion.

3.1.5 Attendance at Conferences/Meetings

3.1.5.1 Attend each CDMRP program's fiscal year vision setting, pre-application review and programmatic review meetings and stakeholders meetings as requested by the COR.

3.1.5.2 Provide a list of the conferences and meetings the Contractor staff desires to attend, other than the customary CDMRP business meetings. This request shall include a justification for attendance at each meeting/conference per attendee. This list shall be delivered at the beginning of each calendar year for approval. Any changes to the list shall be approved by the COR (e.g., additions at a later date).

3.1.5.3 Conferences and meeting attendance shall be for recruitment purposes only. Provide a summary of the recruitment results, to include number of contacts made and number of reviewers added to the recruitment list, within 20 business days of the conference or meeting conclusion.

3.1.6 Consumer Working Group (CWG) Participation

3.1.6.1 Participate in the CWG by attending CWG meetings. At least one (1) representative shall attend each meeting.

3.1.6.2 Participate in CWG sub-committees and task forces for special projects as requested by the CWG Chair. Some efforts required for these sub-committees shall be negotiated as a separate task order.

3.1.6.3 Survey the advocacy field to identify new consumer representatives as appropriate to serve on the CWG. Maintain two (2) consumer representatives on the CWG.

3.1.6.4 Attend new Stakeholder's meetings to begin to identify potential consumer advocacy support organizations upon approval.

3.1.7 Participate in Program Evaluation

3.1.7.1 Participate in program evaluation activities and sub-committee activities as requested. Some large efforts required for these sub-committee activities shall be negotiated as a separate task order.

3.1.7.2 Provide science management advice on program evaluation issues as requested (such as product identification, evaluation projects and portfolio analysis).

3.1.8 Reporting Requirements

3.1.8.1 Provide the CDMRP Administrative Officer with a monthly report which includes employee name, position title, start date, termination date, e-mail address and whether or not the employees listed will require a Fort Detrick identification badge, Fort Detrick vehicle decal and a Common Access Card. This report shall be due to the CDMRP Administrative Officer five (5) business days after each month end.

3.1.8.2 Provide ad hoc reports documenting peer review data as requested.

3.1.8.3 Perform data analyses and ad hoc reporting to support the CDMRP's management activities such as the Inquiry Review Process, CWG and the Electronic Grants System.

3.1.8.4 Prepare briefing materials and reports on peer review processes, procedures and outcomes as required by the COR.

3.1.9 Government Mandated Training

Complete all government mandated training as required.

3.2 Technical Requirements

3.2.1 Recruit Peer Review Panel Members

3.2.1.1 Recruit scientific review officers (SRO) to serve as coordinators for the peer review panels (PRP). SROs shall have appropriate experience in health science or biological science research administration to lead scientific peer review, preferably with experience in coordinating a scientific review in the subject area to be reviewed. Provide the list of assigned SROs (by program and PRP) for information and comment at least 40 business days before application receipt.

3.2.1.2 Recruit a chairperson for each PRP. Chairpersons shall have appropriate experience with peer review and specific discipline related to the PRP topic. Chairpersons are expected to work closely with the SROs to assist with the recruitment of other PRP members. Provide the list of recruited chairpersons (by program and PRP) for information and comment 10 business days prior to receipt of applications. Provide biosketches or CVs of the Chairpersons as requested.

3.2.1.3 Conduct recruitment initiatives of scientist/technical reviewers for each research program. Scientist/technical reviewers shall possess appropriate education, training and experience relevant to applications assigned for review. The majority of scientist and technical reviewers shall have recent experience as a Principal Investigator (PI), Co-PI or manager of an extramurally funded research program. Provide the list of recruited scientist or technical reviewers by PRP 10 business days after receipt of applications.

3.2.2 Recruit Consumer Reviewers

3.2.2.1 Develop and/or update a Consumer Outreach plan for each program. Provide the plan no later than 20 business days following Vision Setting for each respective program. Provide a copy of the plan to the Consumer Working Group (CWG) Chair. Maintain a list of active consumer advocacy/support organizations. Prepare and distribute information to recruit consumer reviewers.

3.2.2.2 Provide updates during the consumer recruitment period on consumer recruitment accomplishments, barriers to recruitment, etc. on a monthly basis or as needed.

3.2.2.3 Devise and implement strategies for ongoing integration with the minority consumer community to promote the CDMRP and to identify and recruit minority consumers to serve on PRP's. Coordinate minority recruitment targets with the CWG Chair.

3.2.2.4 Solicit nominations from consumer/advocacy support groups for upcoming peer reviews, evaluate nominations and select consumer reviewers according to CDMRP guidance. Provide list of recruited consumer reviewers by PRP 10 business days before the peer review meeting.

3.2.3 Compose In-Person Peer Review Panels

It is anticipated that PRP meetings shall be held after receipt of applications from CDMRP and in accordance with COR-approved timelines as agreed upon in the deliverables/receivables tracking sheet (D/RTS). Variance from this timeframe shall be agreed to by the COR and Contractor.

3.2.3.1 Compose each PRP which shall consist of one (1) SRO, at least one (1) PRP chairperson, and the appropriate number of scientist/technical and consumer reviewers in order to complete the entire peer review process as deemed necessary by the specific program and/or mechanism. In general, no more than 60 applications shall be reviewed by any PRP without prior approval of the COR; however, any deviations from the standard will be specified in each program task order SOW. The minimum number of applications per PRP shall be coordinated with the appropriate PM. Each scientist/technical PRP member shall be responsible for reviewing six (6) to eight (8) applications (with a per-PRP member average of

seven (7) or greater); any exceptions must have prior approval of the COR. Each consumer reviewer shall be responsible for no more than 20 applications; any exceptions must have prior approval of the COR.

3.2.3.2 Ensure each PRP maintains a quorum. A quorum shall consist of at least 80% of all PRP members (including conflicts of interest (COI) but exclusive of SROs and other administrative staff) for each PRP in order for discussions to proceed without prior approval. For example, if the PRP consists of 10 members, no more than two (2) members may be out for any reason, including COIs, travel reasons, or other brief absences from the PRP without approval of the COR or respective PM. Teleconference and ad hoc reviewers are considered PRP members only for the applications for which they are participating.

3.2.3.3 Reserve hotel rooms, provide on-site logistical support and provide a brief orientation for the Government Liaisons (A GL recruited by CDMRP will also attend each in-person PRP session but shall not participate in reviewing applications). Collect, consolidate and deliver the GL scoring sheets as specified in the appropriate programs D/RTS.

3.2.3.4 Furnish one (1) copy of information summarizing PRP member degrees, expertise, Department/Institution, and PRP assignment at the peer review meeting. Once the number of PRPs has been determined, final approval must be given by the COR.

3.2.3.5 Provide PRP member demographics reports by program, delineating gender, ethnic diversity, academic rank, military rank, active duty status, education/degrees, and institutional association in aggregate and by PRP in Excel format within the program D/RTS.

3.2.3.6 Provide a peer review debriefing report peer review cycle as specified in the D/RTS. The report shall consist of a summary of all comments made by reviewers during peer review debriefings.

3.2.4 Virtual PRPs

3.2.4.1 Coordinate electronic peer review when requested or approved by the COR. It is anticipated that there shall be two (2) to three (3) scientist/technical reviewers and one (1) consumer reviewer per application (any deviation must be discussed with the appropriate PM prior to final assignments). Following electronic review, a discussion between peer reviewers and the Chairperson may be conducted to clarify score disparities and to provide a second iteration. Deliverable timelines shall be included in the D/RTS and shall be negotiated before the review commences.

3.2.4.2 Coordinate telephonic peer review when requested or approved by the COR. It is anticipated that there shall be two (2) to three (3) scientist/technical reviewers and one (1) consumer reviewer per application. Deliverable timeline shall be included in the D/RTS and shall be negotiated before the review commences.

3.2.5 Evaluation of Scientific Research Applications

3.2.5.1 Provide critique and summary statement specification sheets according to each PA for review prior to application receipt. A critique is the scientific or consumer review and a summary statement is a combination of the scientific and consumer reviews plus panel and chair reviews.

3.2.5.2 Evaluate all applications utilizing the scoring process (e.g., overall and individual criteria scores) established for each award mechanism according to the appropriate PA. Standard deviations shall be required on each applications overall score. Percentiles shall be provided as requested.

3.2.5.3 Provide preliminary scoring reports (in a consistent format for all programs) at the completion of all on-site peer review meetings and within one (1) business day of all electronic and telephonic peer review meetings.

3.2.5.4 Provide finalized scoring reports within two (2) business days of the peer review meeting completion.

3.2.6 Complete/ Deliver Summary Statements

3.2.6.1 Provide a summary statement for each peer reviewed research application to document the peer review findings. Provide identifying information for the application, all scoring data and statistics, budget data, any peer review recommendations, and a written critique (summarizing strengths and weaknesses as established by the PRP) and additional files as requested (e.g., abstracts, statements) for each application summary.

3.2.6.2 Furnish the draft summary statements as they become available in the appropriate part in the summary statement preparation process. The COR reserves the right to request rewrites based on this review. Percentage of summary statements requested will depend on the program, funding mechanism, scoring distribution, and number of applications.

3.2.6.3 Deliver summary statements in batches per each fiscal year's D/RTS. Deliver the first batch of summary statement (as identified by the respective PM) no later than 15 business days and deliver the second batch of summary statements (as identified by the respective PM) no later than five (5) business days prior to the appropriate programmatic review meeting.

3.2.6.4 Conduct rewrites of summary statements within one (1) year of receipt of reviews as requested. Complete rewrites within five (5) business days of the request, unless an expanded timeline is specified.

3.2.7 Application Re-Review

3.2.7.1 Re-review applications as requested. Each application shall be reviewed by a PRP of scientist/technical and consumer reviewers, with appropriate administrative support, in face-to-face or teleconference meetings within 30 business days for face-to-face meetings and 20 business days for a teleconference (unless a different timeline is approved) of the application re-review decision. The decision regarding whether the re-review is face-to-face or held via teleconference shall be determined by the PM.

3.2.7.2 When re-reviewing, a D/RTS specific to the re-review shall be developed before the re-review commences. Re-review deliverables shall include a draft summary statement, final summary statement, final scoring report, and entry of new scores into the CDMRP EGS. Format of the re-review deliverables shall be consistent with established D/RTS formats.

3.2.8 Peer Review Data Deliverables

Enter all data associated with the peer review applications electronically and transfer to CDMRP electronic business management systems as defined by CDMRP administration and at times described and agreed to in the D/RTS.

3.3 Logistical Requirements

3.3.1 Hotel Arrangements

Secure hotel arrangements and reservations that satisfy the requirements of the PRP. Consult with the respective PM when making the meeting arrangements.

3.3.1.1 Reserve appropriate number of meeting rooms in support of the meeting and supply any necessary audio/visual/IT support and equipment needed to conduct the meeting.

3.3.2 Travel Arrangements

Arrange for all travel reservations for all peer review participants. For DOD peer reviewers, arrange travel through the Defense Travel System (DTS) [<https://dtsproweb.defensetravel.osd.mil/wl/site/index.jsp>]. The government shall provide equipment and network access for all contractor personnel scheduling travel via DTS.

3.3.3 Meals

Coordinate meals for all attendees to include lunch and morning/afternoon refreshments for all peer review attendees including Government representatives. Peer review meeting attendees shall pay for all meals provided in accordance with the Joint Travel Regulations.

3.3.4 Logistical and Administrative Support

Provide all on-site logistical, administrative and information technology support during peer review meetings (e.g., Contractor representatives to aid with copying, faxing, travel requirements, etc.).

3.3.5 USAMRMC Meeting Approval Requirements

3.3.5.1 Provide three (3) cost estimates comparing costs of hotels to the CDMRP Administrative Officer no later than 90 calendar days before each PRP (for each in-person peer review meeting). Hotels in the Lodging Success Program (LSP) shall be considered. If none of the hotels in the LSP can accommodate the meeting, then it is appropriate to use hotels outside of the LSP.

3.3.5.2 Provide the CDMRP Administrative Officer with the peer review meeting title, purpose, justification/benefit, proposed location (hotel name, address, point of contact and phone number), total number of attendees (broken down by military, civilian/IPA, contractors, subcontractors, Army, Navy, etc.), names of high profile attendees (list name, rank and branch), number of attendees traveling by air, estimated cost of individual airfare, meals available for individual purchase, tentative agenda and site comparison sheet (requested in Section 3.2.5.1 above) 90 calendar days before each PRP meeting. Required information may change based on requests from Army, MEDCOM or USAMRMC.

3.3.6 USAMRMC After Action Report Requirements

Provide the CDMRP Administrative Officer with the information needed to complete the After Action Report for each peer review meeting (not broken down by session but instead, the overall meeting). This report shall include the total number of attendees (broken down by categories as originally requested in Section 3.3.5.2 above), as well as the total costs of the meeting broken down by travel, per diem (meals and hotel costs), conference facility, A/V, moving, supplies, shuttle service and security costs. This report shall be due to the CDMRP Administrative Officer within 90 business days of meeting conclusion.

3.4 CDMRP-Provided Electronic Receipt System- OPTION

3.4.1 Receipt of Pre-Applications and Posting Information

Receive all scientific research pre-applications in response to each fiscal year research program announcement via the CDMRP-provided electronic receipt system (approximately 9,500 to 15,000 pre-applications are received each fiscal year).

3.4.1.1 Post each fiscal year research program announcement(s) and associated applications plus forms for each funding opportunity on the CDMRP-provided electronic receipt system. Modify PAs as requested by task manager. It is estimated that there will be approximately 85 program announcements and associated documents and approximately 20 forms and URLs posted each fiscal year.

3.4.1.2 Provide updated links to Grants.gov posting for each funding opportunity.

3.4.1.3 Provide updated links to USAMRMC Office of Research Protections and other regulatory sites.

3.4.1.4 Modify the pre-application process to accommodate and match specific requirements of each program announcement.

3.4.1.5 Provide help desk support during the pre-application and application receipt periods for each program announcement. It is anticipated that the help desk shall have normal working hours until approximately one (1) week before the receipt deadline. Expanded working hours shall be implemented during the last week of pre-application receipt. It is anticipated that the help desk support shall increase or decrease staff as required for each receipt deadline.

3.4.1.6 Letter of Invitation for Full Application

3.4.1.6.1 For each award mechanism for each research program, post a list of invitation and non-invitation. Notify the PI and CR/AORs via e-mail of this notification within one (1) business day after the lists are received by the Contractor.

3.4.1.6.2 Post each pre-application letter of invitation or non-invitation and notify the PI and CR/AORs via e-mail of this notification within two (2) business days after the letters are received by the Contractor for each award mechanism for each research program.

3.4.1.6.3 Update status of pre-application (invite or not invite).

3.4.1.7 Transfer all application data to CDMRP no later than the compliance review using CDMRP's electronic business practices. Actual deliverables to be determined and scheduled prior to each receipt cycle and incorporated into the D/RTS.

3.4.1.8 Update status of applications (fund, not fund, alternate), post each applications letter of notification and peer review critique, and post each research programs' information paper and other associated documents onto the CDMRP-provided electronic receipt system. Notify via e-mail the PIs and CR/AORs of funding notification letters within one (1) business day after the letters are received by the Contractor.

3.4.1.9 Maintain the CDMRP-provided electronic receipt system to receive supplemental but required information and documents related to award negotiations and regulatory requirements after both tiers of review are complete. Forward all documents via CDMRP electronic business practices. Automated transfer processes of these documents shall be maintained and changes coordinated with CDMRP technical personnel. Modifications to the software may be needed as CDMRP processes change over time.

3.4.2 Retrieval of Full Scientific Research Applications

Retrieve all full scientific research applications from Grants.gov in response to each fiscal year research program announcements (approximately 7,500 to 9,000 full applications are received each fiscal year).

3.4.2.1 Initiate retrieving applications no later than 20 business days before the application deadline. Based on historical data/experience, it is anticipated that most applications shall be received within 24 hours post application deadline, although Grants.gov may require up to 72 hours for processing.

3.4.3 Develop, Enhance, and Maintain the CDMRP-Provided Electronic Receipt System

3.4.3.1 CDMRP shall provide necessary hardware and software as permitted by MEDCOM (customized application developed for CDMRP); however, the Contractor shall be responsible for providing all software updates and support necessary to accommodate changes to match requirements that are program specific, award mechanism specific, CDMRP business specific and/or other government initiatives.

3.4.3.2 Provide software systems not supplied by CDMRP and bandwidth needed in order to electronically receive all scientific research pre-applications and full applications via Government electronic processes (CDMRP provided electronic receipt system and Grants.gov).

3.4.3.4 Receive as few as 200 pre-applications and a maximum of 3,000 pre-applications at one time during peak hours (usually one to two days before the receipt deadlines) using the CDMRP-provided electronic receipt system.

3.4.3.5 Maintain a helpdesk appropriately staffed to accommodate the anticipated number of pre-applications and full applications based on the program milestones.

3.4.3.6 Maintain the appropriate software and bandwidth needed to interact with the Grants.gov system.

3.4.3.7 Maintain, update and enhance the grant application processor (which is part of the CDMRP-provided electronic receipt system) to process the application components retrieved from Grants.gov.

3.4.3.8 Maintain the existing electronic receipt system. Complete modifications and enhancements as necessary.

3.4.3.9 Maintain a disaster recovery site for the system in accordance with Army regulations.

3.4.3.10 Archive all data in accordance with methods and timelines specified by the CDMRP.

3.5 Meetings

3.5.1 The contractor shall contact the CDMRP Contract Manager to set up quarterly evaluation meetings to discuss the status of the contract, deliverables, contract performance and results of the Quality Assurance Surveillance Plan evaluation. Prior to meeting, the CDMRP Contract Manager will coordinate schedules for government staff (Contract Officer, Contract Specialist, COR and CDMRP personnel) to receive input for the evaluation of the performance of the contractor.

3.5.2 Contract Kick-Off Meeting

The contractor shall contact the CDMRP Contract Manager to set up a contract award kick-off meeting within the first 30 calendar days of the contract award date.

3.6 Security Requirements

3.6.1 Prior to commencement of services under this contract, all contractor personnel shall possess an approved National Agency Check and be a United States citizen. Additional security requirements shall be added to the contract as required.

3.6.2 Information Security

Establish appropriate administrative, technical, and physical safeguards to protect any and all Government data. Ensure the confidentiality, integrity, and availability of Government data in compliance with all applicable laws and regulations, including data breach reporting and response requirements, in accordance with DFAR Subpart 224.1 (Protection of Individual Privacy), which incorporates by reference DoDD 5400.11, "DoD Privacy Program," May 8, 2007, and DoD 5400.11-R, "DoD Privacy Program," May 14, 2007. The contractor shall also comply with federal laws relating to freedom of information and records management.

3.6.2.1 Health Insurance Portability and Accountability Act (HIPAA)

Comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191), as implemented by the HIPAA Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164, and as further implemented within the Military Health System (MHS) by DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation, July 12, 2007. Comply with all applicable HIPAA-related rules and regulations as they are published and as further defined by later-occurring Government requirements and DoD guidance, including current and forthcoming DoD guidance implementing applicable HIPAA amendments under the American Recovery and Reinvestment Act of 2009 (ARRA). Any rules and regulations that are published, and/or requirements that are defined after the award date of this contract, and that require expenditure of additional Contractor resources for compliance, may be considered "changes" and will be subject to the "changes" clause under the contract.

3.6.2.2 Breach Response

DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, defines a breach as the "actual or possible loss of control, unauthorized disclosure, or unauthorized access of personal information where persons other than authorized users gain access or potential access to such information for other than authorized purposes where one or more individuals will be adversely affected." Within one hour of discovery, the breach must be reported to the US Computer Emergency Readiness Team (US CERT) at <https://forms.us-cert.gov/report/> and to the TMA Privacy Office at PrivacyOfficerMail@tma.osd.mil as well as the USAMRMC IA and CDMRP IA.

Adhere to the reporting and response requirements set forth in the Office of the Secretary of Defense (OSD) Memorandum 1504-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information," June 5, 2009; DoD 5400.11-R, and applicable TMA Privacy Office guidance, including current and forthcoming DoD guidance on ARRA breach notification requirements, available at: <http://www.tricare.mil/tmaprivacy/breach.cfm>.

3.6.2.3 Privacy Impact Assessment (PIA)

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

To begin the PIA process, Contractors are responsible for the completion of the PIA Determination Checklist. This Checklist provides basic system information to the TMA Privacy Office and ensures that the appropriate decision concerning PIA requirements is made. The Checklist can be downloaded from <http://www.tricare.mil/tmaprivacy/downloads/PIADC.121008.pdf>.

Contractors are responsible for the employment of practices that satisfy the requirements and regulations of: Section 208 of E-Government (E-Gov) Act of 2002, (Pub. L. 107-347); DoDI 5400.16, "DoD Privacy Impact Assessment (PIA) Guidance," February 12, 2009; and, Office of Management and Budget (OMB) Memorandum 03-22, "OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002," September 26, 2003. When completing a PIA, the Contractor is responsible for using the DoD-approved PIA Template, DD Form 2930, available at <http://www.dtic.mil/whs/directives/infomgt/forms/efoms/dd2930.pdf>.

Completed PIA Determination Checklists and DD Form 2930s will be sent to the TMA Privacy Office at piamail@tma.osd.mil.

3.6.2.5 Privacy Act and HIPAA Training

Ensure that all staff including subcontractors and consultants comply with the training requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191). The training requirements are mandated by OSD Memorandum 15041-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;" DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003; and the TMA Workforce Training Policy Memorandum, dated May 28, 2008, on the subject, "Workforce Training Policy Pursuant to the Department of Defense Privacy Act Regulations and the Department of Defense Health Insurance Portability and Accountability Act Privacy and Security Regulations."

Ensure that the annual Privacy Act and HIPAA training is completed by all staff assigned to or performing on this task order contract, including subcontractors and consultants. All required Privacy Act and HIPAA training will be conducted online through Military Health System Learn (MHS Learn) at <https://mhslearn.csd.disa.mil> to meet the above requirements. Ensure all employees and subcontractors supply a certificate of Privacy Act and HIPAA training completion to the Contracting Officer Representative (COR) within 30 days of being assigned to task order contract and on an annual basis based on the trainee's birth month thereafter.

3.6.2.6 Records Management

When creating and maintaining official government records, comply with all federal requirements established by 44 United States Code (USC), 41 USC, 36 Code of Federal Regulations (CFR), Department of Defense (DOD) Administrative Instruction No. 15 (DOD AI-15), "Records Management, Administrative Procedures and Records Disposition Schedules," and Chapter 2 of the TRICARE Operations Manual.

3.6.2.7 Freedom of Information Act (FOIA) Office

TRICARE Freedom of Information Act Service Center procedures require a written request under FOIA to be addressed to the Freedom of Information Officer, USAMRAA. The request shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. No more than ten working days shall elapse after a request has been received by the Freedom of Information Officer before notification is sent that the request has been granted or denied. The administrative time limit for responding to FOIA requests does not begin until the request is received by USAMRAA.

In response to requests received by contractors for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of USAMRMC records and, specifically, all requests that reference the Freedom of

Information Act shall be immediately forwarded to USAMRAA, ATTENTION: Freedom of Information Officer, for appropriate action. The contractor shall process requests by individuals for access to records about themselves under the Privacy Act procedures when those procedures are more advantageous to the requestor.

3.7 Government Furnished Equipment

The government shall furnish equipment for processing DTS travel and for application processing and transfer of application data into the EGS.

3.8 Quality Assurance Surveillance Plan

Every DoD contract awarded for services in excess of \$2,500.00 must contain a Quality Assurance Surveillance Plan (QASP) as discussed in the Federal Acquisition Regulation at Subpart 46.4. A QASP is a plan specifying the particular services the Contracting Officer's Representative (COR) will inspect and the method(s) used to complete that surveillance. Each offeror shall digest the Performance Work Statement in this RFP and offer a QASP associated therewith. The QASP shall be submitted as part of the offeror's technical proposal. It will not be subjectively evaluated and rated. However, it may be discussed during the pre-award period for finalization prior to its inclusion in the awarded contract.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Period of Performance (2 years)</p> <p>T&M</p> <p>Services to provide Scientific Peer Review of Congressionally Directed Medical Research Programs during the base period of 01 July 2010 - 30 June 2012. The contract price shall consider the requirements of the PWS and the annual estimated number of pre and full applications as listed in Attachment A. This is a requirements contract.</p> <p>FOB: Destination</p>				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Base Period or Performance (2 years)</p> <p>T&M</p> <p>Electronic Receipt Services as set forth in the PWS to be provided in association with CLIN 0001 during the base period of 01 July 2010 - 30 June 2012.</p> <p>FOB: Destination</p>				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003	<p>Base Period of Performance (2 years)</p> <p>T&M</p> <p>Contractor Manpower Reporting: Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower and Reserve Affairs). See the "Contractor Manpower Reporting" paragraph for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The Contractor shall provide evidence of compliance with the CMR requirement to the COR no later than 30 November of each calendar year.</p>				
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Period of Performance: 01 July 2010 - 30 June 2012
 FOB: Destination

TOT ESTIMATED PRICE
 CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1001	<p>1st Option Period</p> <p>T&M</p> <p>Services to provide Scientific Peer Review of Congressionally Directed Medical Research Programs during the option period of 01 July 2012 - 30 June 2013. The contract price shall consider the requirements of the PWS and the annual estimated number of pre and full applications as listed in Attachment A to the contract. This is a requirements contract.</p>				
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FOB: Destination

TOT ESTIMATED PRICE
 CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	1st Option Period T&M Electronic Receipt Services as set forth in the PWS to be provided in association with CLIN 0001 during the based period of 01 July 2012 - 30 June 2013. FOB: Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	1st Option Period T&M Contractor Manpower Reporting: Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower and Reserve Affairs). See the "Contractor Manpower Reporting" paragraph for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The Contractor shall provide evidence of compliance with the CMR requirement to the COR no later than 30 November of each calendar year. Period of Performance: 01 July 2012 - 30 June 2013 FOB: Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	2nd Option Period T&M Services to provide Scientific Peer Review of Congressionally Directed Medical Research Programs during the option period of 01 July 2013 - 30 June 2014. The contract price shall consider the requirements of the PWS and the annual estimated number of pre and full applications as listed in Attachment A to the contract. This is a requirements contract. FOB: Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	
2002	2nd Option Period T&M Electronic Receipt Services as set forth in the PWS to be provided in association with CLIN 0001 during the based period of 01 July 2013 - 30 June 2014. FOB: Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2003

2nd Option Period
T&M

Contractor Manpower Reporting: Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower and Reserve Affairs). See the "Contractor Manpower Reporting" paragraph for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The Contractor shall provide evidence of compliance with the CMR requirement to the COR no later than 30 November of each calendar year.

Period of Performance: 01 July 2013 - 30 June 2014
FOB: Destination

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3001

3rd Option Period
T&M

Services to provide Scientific Peer Review of Congressionally Directed Medical Research Programs during the option period of 01 July 2014 - 30 June 2015. The contract price shall consider the requirements of the PWS and the annual estimated number of pre and full applications as listed in Attachment A to the contract. This is a requirements contract.
FOB: Destination

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	3rd Option Period T&M Electronic Receipt Services as set forth in the PWS to be provided in association with CLIN 0001 during the based period of 01 July 2014 - 30 June 2015. FOB: Destination				
TOT ESTIMATED PRICE					
CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	3rd Option Period T&M Contractor Manpower Reporting: Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower and Reserve Affairs). See the "Contractor Manpower Reporting" paragraph for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The Contractor shall provide evidence of compliance with the CMR requirement to the COR no later than 30 November of each calendar year. Period of Performance: 01 July 2014 - 30 June 2015 FOB: Destination				
TOT ESTIMATED PRICE					
CEILING PRICE					

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
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	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
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2010 TO 30-JUN-2012	N/A	USA MED RESEARCH MAT CMD 1077 PATCHEL STREET FORT DETRICK MD 21702 FOB: Destination	W91ZSQ
0002	POP 01-JUL-2010 TO 30-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
0003	POP 01-JUL-2010 TO 30-JUN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
1001	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
1002	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
1003	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
2001	POP 01-JUL-2013 TO 30-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
2002	POP 01-JUL-2013 TO 30-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
2003	POP 01-JUL-2013 TO 30-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
3001	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ
3002	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ZSQ

3003 POP 01-JUL-2014 TO N/A (SAME AS PREVIOUS LOCATION) W91ZSQ
 30-JUN-2015 FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-7	Central Contractor Registration	APR 2008
52.204-8	Annual Representations and Certifications	FEB 2009
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4 Alt I	Contract Terms and Conditions--Commercial Items (Oct 2008)	OCT 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements-- Commercial Item Acquisition	FEB 2007
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.243-7002	Requests for Equitable Adjustment	MAR 1998

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.

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.

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

1. Technical Knowledge and Understanding
2. Experience
3. Personnel Qualifications
4. Past Performance
5. Small Business Participation Plan
6. Price

In accordance with FAR 15.304, the factors are listed in order of importance, with Technical Knowledge and Understanding being the most important.

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

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.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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 (n) 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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of

unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

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

(List as necessary)

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). 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 the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were

completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating

to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

(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) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 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).

(7) [Reserved].

(8)(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.

(9)(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.
- (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (11)(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.
- (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(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.
- (15) 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).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(23) 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).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(25) 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).

(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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(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 (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

(32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(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))

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

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

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

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (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.)

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

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

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

X (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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) Reserved.

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

(v) 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).

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

(vii) Reserved.

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Materials requirements contract resulting from this solicitation.

(End of provision)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 July 2010 through 30 June 2012 or the expiration of the contract as extended by the exercising of any or all options pursuant to this contract.

(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 one task order, 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 times the estimated anticipated proposal receipt;

(2) Any order for a combination of items in excess of 3 times the estimated anticipated proposal receipt; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

orders under this contract.

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

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

(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 days.

(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 of the end of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar 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 five (5) years.

(End of clause)

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 June 2010 to June 2015.

TASK ORDERS

- 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 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 orders, and modifications to task orders, will be numbered by the issuing office. Modifications to the task 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 order and the contract number, plus any other references furnished by the Contracting Officer.
- e. The total of all completed and outstanding Task 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 Order and upon definition of the Government requirement, the Contracting Officer will, in writing, issue to the contractor a Task Order Request for Proposal (RFP) which will designate a preferred Task Order type.
 - (2) The contractor shall submit one electronic copy to the Contract Specialist by a date mutually agreed upon but no later than five (5) working days after receipt of the RFP:
 - a. Task Execution Plan (TEP) which sets forth the contractor's understanding of the requirement, performance schedule, staffing plan, and level of effort required. The 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 five (5) days will be required, the contractor shall provide justification to the Contracting Officer, in writing, as soon as possible after receipt of a task assignment.

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

- (3) Upon receipt of the contractor's TEP, the Government will proceed to evaluate the same, subsequent to which negotiations may 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 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 Order, containing all agreed-to terms and conditions, specifying the task to be performed, and special reporting requirements.

(5) In the event that the parties fail to agree on Task Order price, the Contracting Officer may unilaterally issue a Task Order. That Task Order 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.

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.

TRAVEL (JULY 2007) (USAMRAA)

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

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

KEY PERSONNEL (MAR 1999) (USAMRAA)

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

To be determined at the time of contract.

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

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

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

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

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

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

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

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

b. Final Inventory - When the contract expires.

EVALUATION FACTORS/ SUBFACTORS**Evaluation Factors
Peer Review Solicitation**

The Government will evaluate the offerors technical capability and approach to meet the agency's objectives against the following evaluation factors. Oral presentations will not be held. 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 six evaluation factors:

- (1) Technical Knowledge and Understanding
- (2) Experience
- (3) Personnel Qualifications
- (4) Past Performance
- (5) Small Business Participation Plan
- (6) Price

Technical Knowledge and Understanding is significantly more important than Experience and Personnel Qualifications, which are equal. Past Experience and Personnel Qualifications are significantly more important than Past Performance and the Small Business Participation Plan, which are equal. The non cost/price factors are significantly more important than Price. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Knowledge and Understanding. Offerors are cautioned that the award may not necessarily be made to the lowest cost offered.

ADDITIONAL INSTRUCTIONS**ADDITIONAL INSTRUCTIONS TO OFFERORS PERTAINING TO THIS REQUEST FOR PROPOSAL:****(1) Date and Time of Receipt of Proposals**

- a. Number of proposals: Submission should be on CD's (9 each technical volume and 9 each business volume)
- b. Address: See block 9 of the SF 1449
- c. Receipt date and time: See block 8 of the SF 1449

(2) General Information to the Offerors

- a. Point of contact: Mr. Jason D. Kuhns, 301-619-1861, jason.kuhns1@us.army.mil (Agency's full address is shown at SF 1449, block 9)
- b. Technical Acceptability: To be technically acceptable, an offeror's proposal must include all data and information required by this section and be compliant with requirements as stated in the solicitation package.
- c. Offerors are responsible for forwarding a copy of the Past Performance Survey with instruction cover letter (Attachment B) to all government contracting offices with whom they have provided same or similar services within the last five years. It is the responsibility of each offeror to ensure the arrival of completed surveys to the contracting office by the date and time of closing for this RFP.

(3) Proposal Instructions

- a. Offerors shall state how the efforts required by the solicitation will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name,

company address, CAGE Code, DUNS Number, and type of work to be performed by citing the applicable Government PWS subparagraph number.

b. Proposals shall be submitted on CD ROM. The technical and business parts of the proposal shall be submitted on separate CD ROMs. The offeror is required to submit a technical and business proposal that demonstrates the offeror has a clear and full understanding of the requirements as set forth in the Performance Work Statement and the ability to provide adequate and stable resources. The quality of the proposal will be evaluated in the context of being representative of the offeror's products. Data previously submitted, or presumed to be known, e.g. previous projects performed for the Government, cannot be considered as part of the proposal unless physically incorporated therein.

c. Do not rephrase or restate the Government's requirement. Rather, provide convincing rationale of the methods intended to be used to meet the requirements as set forth in the Performance Work Statement. Assume the Government has no prior knowledge of your experience. With the exception of past performance, the evaluation of the proposals will be based on their content, not on assumptions or other outside knowledge of the offeror.

d. There are six evaluation criteria for award, five of a technical nature and one for price. The technical evaluation criteria will be evaluated by studying the technical proposals and other requested documents for past performance. The price will be evaluated by the conducting of a cost analysis.

e. This section specifies the format and content that offerors shall use in this Request for Proposal. The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity, completeness, and responsiveness are of the utmost importance. Proposals shall be in the form prescribed by, and shall contain a response to, each of the area detailed below. Any proposal which does not provide, as a minimum, that which is required in this solicitation may be determined to be substantially incomplete and not warrant any further consideration. If any section is received past the respective closing date, the entire proposal will be considered late.

Volume 1- Technical (9 CD's)

Section 1: Table of Contents

Section 2: Offeror's Introduction/ Executive Summary

Section 3: Technical Knowledge and Understanding:

The offeror shall demonstrate the appropriateness of the techniques, methods and processes the offeror plans to use to successfully accomplish the requirements specified in the Performance Work Statement. The offeror will also demonstrate how each administrative, technical, logistical, and managerial requirement of the PWS will be achieved. The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of the solicitation. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable and whether the offeror's methods and approach in meeting the requirements in a timely manner provide the Government with a high level of confidence of successful completion. Offerors should add any additional information deemed appropriate to demonstrate their knowledge of the evaluation factor and their capabilities to perform.

Section 4: Experience

The offeror's proposal shall provide information regarding their experience in planning, managing, and performing a contract of a same or similar nature or complexity to that described in the solicitation. The

offeror shall also demonstrate experience in prioritizing and performing concurrent taskings and abilities to realign key and support personnel during times of significantly increased and/ or changed taskings. The offeror shall also demonstrate knowledge and experience with protocols involving military, federal, scientific, and academic communities to provide required services.

Section 5: Personnel Qualifications:

The offeror's proposal shall provide a list of key personnel and CV's that shall demonstrate their ability to meet the varied technical, logistical, administrative, and managerial services required. A summary description of tasks or responsibilities for each key person proposed shall be submitted.

If any key personnel proposed are contingency hires, the offeror shall inform the Government at any time during negotiations if such employee is no longer available. In that case, the offeror shall provide a replacement contingency hire candidate and a complete CV for that individual.

Section 6: Past Performance

The past performance evaluation will examine how the offeror's past performance validates expected performance. The offeror's proposal shall demonstrate in narrative, performance of services of same or similar nature to that described in the solicitation over the past five (5) years. A contract of a similar nature is a contract of comparable risk – the functions, responsibilities, and control exercised by the offeror are essentially the same as required under the solicitation. The offeror's performance will be evaluated to determine if the services were performed in a timely, professional manner, and in accordance with all contract requirements. The past performance shall specifically identify what that Contractor did wrong in previous contracts and what the offeror did to resolve the problems. Each offeror will be assessed for performance risks. Performance risks are those risks associated with the offeror's record of current or past performance.

In addition to the above, the following information should be provided:

- a. Project or contract title;
- b. Contract number, contracting agency, type of contract, and total current dollar value;
- c. Date of contract and period of performance;
- d. Firm or Government agency for which work was performed, including address and telephone number;
- e. Point of contact (Project Manager or Contracting Officer), name, title, address, email, and phone number;
- f. Brief description of how the cited work is the same as or similar to the proposed effort.

Each offeror must also request completion of the past performance questionnaires (Attachment B) from all contracting offices with which they have provide same or similar services within the past five (5) years. The questionnaire must be forward to the Contracting Officer responsible for administering the referenced contract. References must complete the "contract performance report" and submit it electronically to Mr. Jason Kuhns no later than the date specified on the SF 1449, block 8. These forms may be submitted separately from the proposal or may be included in the technical section.

- Email: jason.kuhns1@us.army.mil

Note: Government source selection evaluators will verify past performance information and also may solicit additional recent information from other sources.

Section 7: Small Business Participation Plan

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

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

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

(b) Total Contract Value: (Include options, etc) \$_____

(c) Dollar Value of your participation as a Prime Contractor: \$_____

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

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

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

Small Business Category	Goal
-------------------------	------

Total Small	12%
Small NonDisadvantaged	8%
Small Disadvantaged	1%
WomanOwned Small	1%
HUB Zone Small	0.5%
Veteran Owned Small	0.5%
Service Disabled Veteran Owned Small	0.5%
HBCU/ Minority Institutions	0.5%

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

Name of Company	Type of Service/Supply
-----------------	------------------------

Large:

Small:

Small NonDisadvantaged:

Small Disadvantaged:

WomanOwned

Small:

HUB Zone Small:

Veteran Owned Small Business:

Service Disabled Veteran Owned Small:

HBCU/ Minority Institution:

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

(f) Prior Performance Information: Provide any information substantiating the offeror's track record of utilizing small business on past contracts. For Large Business: include ACO rating and SF 295 Information. For Large and Small businesses: provide descriptive information for all small business

categories. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, should be provided.

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

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

Section 8: Quality Assurance Surveillance Plan (QASP): Please refer to section 3.8 of the PWS for further information.

Volume 2- Business (9 CD's)

Section 1: Table of Contents

Section 2: Price Proposal: The offeror shall complete pricing for each CLIN in the schedule. All estimates should be based on the estimates provided in Attachment A (Annual Pre-Application and Full Application Estimates). These estimates should be used for each proposed year.

Section 3: Cost Information: Cost analysis is the review and evaluation of the separate cost elements and fee in an offeror's proposals and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency. Offerors shall identify costs per year for the base period of performance and each option year. Offeror's cost proposal must be submitted in accordance with FAR 15.408, Table 15-2, "Instructions for Submitting Cost/ Price Proposals When Cost or Pricing Data are required."

Section 4: The offeror shall complete the annual representations and certifications electronically through the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>.

(4) FILE AND FORMATTING GUIDELINES:

1. The submission should be clearly indexed and logically assembled. Each volume should be clearly identified and should begin at the top of a page. All pages of each volume should be appropriately numbered and identified by the complete company name, date, and solicitation number in the header/footer. A Table of Contents should be created using the Table of Contents feature in MS Word.

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

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

3. The proposal shall be submitted on virus-free CD-ROMs compatible with Microsoft Office 2003 applications. In addition, each CD-ROM must be made "final." Final is a recording option that renders the CD totally used so no other data tracks can be added. Do not use compressed file formats. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. A separate CD is required for each volume identified above. Documents such as previously printed

materials, graphics, or any other document that cannot be submitted in electronic form are exempt. A directory shall be placed on the CD if it contains more than one file.

(5) SUBMISSION OF QUESTIONS: All questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative via the email address below **no later than 22 March 2010 at 12:00 PM Eastern Standard Time (EST):**

Name: Jason Kuhns, Contract Specialist
E-mail: jason.kuhns1@us.army.mil

Address (must be complete on all transmittals):

U.S. Army Medical Research Acquisition Activity (USAMRAA)
ATTN: MCMR-AAA-R/ W81XWH-10-R-0018 (Mr. Jason Kuhns)
820 Chandler Street
Fort Detrick, MD 21702-5014

The Government will answer all relevant and appropriate questions regarding this solicitation. Questions the Government may have otherwise answered may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date. Questions not submitted electronically may not be answered. Answers to all relevant and appropriate questions will be issued via amendment to this solicitation.

(6) SINGLE AWARD: It is anticipated that one (1) award will be made to all CLINs.

(7) AWARD WITHOUT DISCUSSIONS: The Contracting Officer reserves the right to award without discussions, so offerors should submit their best terms from a price and technical standpoint with their initial offer. In the event discussions are necessary, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

(8) AWARD EXCLUSIONS: The winning offeror is prohibited from proposing/ receiving an award on any Congressionally Directed Medical Research Programs (CDMRP) 2nd Tier Review solicitation/ contract.